



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, June 9, 2022
7:00 P.M.

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

**IF YOU ATTEND THE MEETING IN PERSON,
YOU ARE REQUIRED TO WEAR A FACE COVERING
PURSUANT TO ALAMEDA COUNTY HEALTH OFFICER ORDER NO. 22-02**

A. ROLL CALL

B. PRESENTATIONS

1. Proclamation designating June as Elder Abuse Awareness Month
2. Introduction of employees

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

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

1. Approval of Audited Demands
2. Approval of May 19 and 26, 2022, meeting minutes
3. Adopt a resolution authorizing the City Manager to execute an agreement with *What's Happening's Tri-City Voice* for legal advertising services in Fiscal Year 2023

4. Adopt a resolution calling and giving notice of the holding of a General Municipal Election on Tuesday, November 8, 2022, for the election of certain officers of the City of Newark
5. Adopt a resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Continued Remote Teleconferenced Meetings of the Legislative Bodies of the City of Newark for the 30 Day Period Beginning June 9 Pursuant to AB 361
6. Waive full reading, conduct second reading by title only, and adoption of an ordinance adding Chapter 2.50, "Military Equipment Use Policy", to the Newark Municipal Code
7. Adopt a resolution approving the Harbor Pointe Subdivision Escrow Agreement
8. Adopt a resolution accepting work with American Asphalt Repair and Resurfacing Co., Inc. for 2021 Park Pathways Resurfacing for ADA Access, Project 1295

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation by Police Chief Anderson on crime statistics in the City of Newark for 2021
2. Adopt resolutions authorizing the City Manager to enter into single source subscription agreements with 1) Peregrine Technologies, Inc. in the amount not to exceed \$300,000 for real time data analysis and visualization software and 2) Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed \$164,500, and approving budget appropriations for both agreements

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

1. Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, and Human Resources Director Solito; Employee Groups: the Newark Association of Miscellaneous Employees; the Newark Police Management Association; the Newark Police Association; the Confidential Employee Group; and City Officials and the Management, Supervisory, and Professional Employee Group

2. Closed session for conference with Labor Negotiator pursuant to California Government Code Section 54957.6. Agency Designated Representative: Mayor Nagy, Unrepresented employee: City Manager Benoun

I. **ADJOURNMENT**

HYBRID IN-PERSON/VIRTUAL MEETING NOTICE

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Assembly Bill 361 (2021). Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube. If you attend the meeting in person, you are required to wear a face covering pursuant to Alameda County Health Officer Order No. 22-02.

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

How to view the meeting remotely:

Livestream online at YouTube: <https://www.youtube.com/channel/UC383NGSxaPwZP1IkJbo2T8A>
Copy/paste the YouTube URL into your browser if the link does not automatically open.

How to participate in the meeting remotely, via Zoom Webinar:

From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting <https://us06web.zoom.us/j/82295995327>

From a telephone dial 1- 669-900-9128, Webinar ID Number 822 9599 5327

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

For frequently asked Zoom questions, please go to [Agendas and Minutes](#) and select the Frequently Asked Questions link.

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

Council Meeting Access/Materials:

The agenda packet is available for review at [Agendas and Minutes](#). The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

Pursuant to Government Code 54957.5, supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and will be posted, if time allows, at [Agendas and Minutes](#). Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection. For those persons who require special accommodations, please contact the City Clerk at least two days prior to the meeting at [City Clerk](#) or 510-578-4266.



STAFF REPORT

Item B. 1.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Proclamation designating June as Elder Abuse Awareness Month

June is Elder Abuse Awareness Month. A proclamation has been prepared in recognition of elders being valuable members of our community. A representative of the Alameda County District Attorney's Office, Elder Protection Unit will be at the City Council meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1873

ELDER ABUSE AWARENESS MONTH

WHEREAS, although the elder population is the largest growing segment in the country, elder abuse is one of the most under-reported crimes; it is estimated that only one in fourteen cases of elder abuse comes to the attention of Adult Protective Services or law enforcement agencies; and

WHEREAS, victims of elder abuse include people of diverse educational, socio-economic or ethnic backgrounds who have been victimized by strangers or by persons they know and trust; and

WHEREAS, the COVID-19 pandemic continues to impact everyone, by making fragile living situations more stressful, putting elders more at risk for their physical safety and well-being, making reporting suspected elder abuse, neglect and financial exploitation more challenging, as well as giving those who commit scams an opportunity to prey upon the vulnerable members of society in order to obtain their money and property; and

WHEREAS, the Alameda County Social Services Agency – Adult Protective Services - and the Ombudsman Services of Alameda County (Empowered Aging) responds to reports about elders who may be physically or financially abused, neglected or exploited; and

WHEREAS, the Alameda County District Attorney's Office, its Elder Protection Unit and its Victim Witness Division provide services to elders who are in danger of becoming, or who have become, victims of abuse, neglect or financial exploitation, and whose services include holding community workshops to promote crime prevention awareness, assisting with locating services for elders, working with the Newark Police Department and prosecuting cases of elder abuse, neglect and financial exploitation; and

WHEREAS, the Newark Senior Center provides a comprehensive array of services, as well as social and recreational programs to meet the needs of the elder population, thereby enhancing their quality of life and helping them to remain active, healthy, safer and independent; and

WHEREAS, the City of Newark recognizes that both the awareness of elder abuse and neglect as well as reporting instances of suspected elder abuse, neglect and financial exploitation, particularly in this stressful time of an ongoing global pandemic, will help keep our community safer;

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

ELDER ABUSE AWARENESS MONTH

and June 15, 2022, as "WORLD ELDER ABUSE AWARENESS DAY" in the City of Newark, in recognition of elders being valuable members of our city and having the right to live safely and securely in our community.

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

ALAN L. NAGY
Mayor



STAFF REPORT

Item B. 2.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Introduction of employees

The following employees from the Public Works Maintenance Division will be introduced at the City Council meeting:

General Laborer Raymundo Ruiz

General Laborer Ryan Perez

General Laborer Jackson Posadas

Street Maintenance Worker 1 Luis Bailon



STAFF REPORT

Item D. 1.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Krysten Lee, Finance Director
SUBJECT Approval of Audited Demands

Attachments

Audited Demands

LIVE Newark CA LIVE
Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 05/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	05/19/2022	5704	Accounts Payable	ACCESS		
	Invoice		Date	Description		Amount
	9395342		04/30/2022	SHREDDING SVCS APR 2022		100.00
Check	05/19/2022	5705	Accounts Payable	AIRGAS USA, LLC		
	Invoice		Date	Description		Amount
	9988391263		04/30/2022	RENT CYLINDER TANK		75.94
Check	05/19/2022	5706	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		
	Invoice		Date	Description		Amount
	0201-021422(2)		02/15/2022	HYDRANTS WATER SERVICE 02/01/22-02/14/22		1,350.22
Check	05/19/2022	5707	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		
	Invoice		Date	Description		Amount
	0226-050422		05/02/2022	HYDRANTS WATER SERVICE 02/26/22-05/04/22		2,736.68
Check	05/19/2022	5708	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		
	Invoice		Date	Description		Amount
	77301		05/03/2022	SCHOOL CROSSING GUARD SVCS 04/17-04/30/22		2,190.84
Check	05/19/2022	5709	Accounts Payable	ALTA LANGUAGE SERVICES, INC.		
	Invoice		Date	Description		Amount
	IS589153		04/30/2022	BILINGUAL TESTS SERVICES		132.00
Check	05/19/2022	5710	Accounts Payable	AT&T		
	Invoice		Date	Description		Amount
	2300-050122		05/01/2022	CHARGES FOR CAPTION LISTINGS & CIRCUITS - 5/1/22-5/31/22		181.12
Check	05/19/2022	5711	Accounts Payable	BAY CENTRAL PRINTING		
	Invoice		Date	Description		Amount
	191738		04/21/2022	BOOKLETS		540.46
	191739		04/25/2022	BUSINESS CARD IMPRINTING - TERENCE LAU		64.27
	191741		04/22/2022	BUSINESS CARDS FOR LUIS FREITAS		64.27
Check	05/19/2022	5712	Accounts Payable	BLUEBEAM, INC		
	Invoice		Date	Description		Amount
	1435672		03/28/2022	ELECTRONIC PLAN READER/EDITOR		7,850.00
Check	05/19/2022	5713	Accounts Payable	K BROOKS STRATEGIES		
						6,000.00

Invoice	Date	Description	Amount
4.27.22	04/27/2022	CONSULTANT SERVICES FOR CHAMBER OF COMMERCE	6,000.00
Check	05/19/2022	5714 Accounts Payable CENTRAL VETERINARY HOSPITAL	414.00
Invoice	Date	Description	Amount
478433	04/28/2022	VET SVCS 04/28/22	414.00
Check	05/19/2022	5715 Accounts Payable CITY OF FREMONT	1,250.00
Invoice	Date	Description	Amount
324115	04/27/2022	JAN-MAR 2022 CASE MANAGEMENT	1,250.00
Check	05/19/2022	5716 Accounts Payable CLARK'S HOME AND GARDEN	480.54
Invoice	Date	Description	Amount
65838-H	04/27/2022	LANDSCAPE SUPPLIES	325.49
65907-H	04/28/2022	CONCRETE	155.05
Check	05/19/2022	5717 Accounts Payable CORODATA SHREDDING, INC.	756.87
Invoice	Date	Description	Amount
DN1345395	12/31/2021	HARD DRIVE DESTRUCTION	756.87
Check	05/19/2022	5718 Accounts Payable DAILY JOURNAL CORPORATION	32.50
Invoice	Date	Description	Amount
B3569219	03/29/2022	LEGAL ADVERTISING (WHAT'S HAPPENING 03/29/2022)	32.50
Check	05/19/2022	5719 Accounts Payable DELTA DENTAL OF CALIFORNIA	17,425.14
Invoice	Date	Description	Amount
BE004927879	04/28/2022	ACCT NO. 05-1091100000 - MAY PREMIUMS	17,425.14
Check	05/19/2022	5720 Accounts Payable DELTA DENTAL INSURANCE COMPANY	166.22
Invoice	Date	Description	Amount
BE004926012	04/28/2022	ACCT NO. 05-7201200064 - MAY PREMIUMS	166.22
Check	05/19/2022	5721 Accounts Payable DEPARTMENT OF JUSTICE	320.00
Invoice	Date	Description	Amount
577997	05/04/2022	FINGERPRINTING FEES - 04/22	320.00
Check	05/19/2022	5722 Accounts Payable DLT SOLUTIONS, LLC	525.00
Invoice	Date	Description	Amount
SI559504	04/05/2022	NEW LICENSES - CAD/CIVIL3D 03/29/22-03/28/23	525.00
Check	05/19/2022	5723 Accounts Payable EMPLOYMENT DEVELOPMENT DEPT	3,976.00
Invoice	Date	Description	Amount
L1502938896	05/02/2022	UNEMPLOYMENT INSURANCE - 01/01-03/31/22	3,976.00
Check	05/19/2022	5724 Accounts Payable ESA	18,816.45
Invoice	Date	Description	Amount
174139	05/10/2022	HOUSING ELEMENT UPDATE PREPARATION 04/22	18,816.45
Check	05/19/2022	5725 Accounts Payable EVIDENT, INC.	256.83
Invoice	Date	Description	Amount
190372A	04/29/2022	EVIDENCE SUPPLIES	256.83

Check	05/19/2022	5726 Accounts Payable	FEDEX		268.99
	Invoice	Date	Description	Amount	
	9-625-31356	05/13/2022	PACKAGE DELIVERY		
Check	05/19/2022	5727 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED	268.99	
				2,244.06	
	Invoice	Date	Description	Amount	
	165250199	04/28/2022	SUBGROUP ID 1001 - MAY PREMIUMS	2,184.87	
	165240146	04/28/2022	SUBGROUP ID 1002 - MAY PREMIUMS	59.19	
Check	05/19/2022	5728 Accounts Payable	FOLGERGRAPHICS, INC	2,228.45	
	Invoice	Date	Description	Amount	
	132152	04/29/2022	SPRING/SUMMER ACTIVITIES POSTCARD PAYMENT	2,228.45	
Check	05/19/2022	5729 Accounts Payable	FREMONT FORD	220.00	
	Invoice	Date	Description	Amount	
	404487	04/27/2022	FLEET DIAGNOSTIC	220.00	
Check	05/19/2022	5730 Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC	274.00	
	Invoice	Date	Description	Amount	
	3-29-729587	03/29/2022	CHERRY FIRE DOOR REPAIR	274.00	
Check	05/19/2022	5731 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.	818.00	
	Invoice	Date	Description	Amount	
	E 197213	02/08/2022	VALVE REPAIR	360.00	
	E 197212	02/08/2022	VALVE REPAIR - CHERRY ST	458.00	
Check	05/19/2022	5732 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.	26.28	
	Invoice	Date	Description	Amount	
	100395	04/28/2022	PLUMBING SUPPLIES	26.28	
Check	05/19/2022	5733 Accounts Payable	KELLY-MOORE PAINT COMPANY INC	163.84	
	Invoice	Date	Description	Amount	
	617-00000699815	05/11/2022	PAINT SUPPLIES	27.19	
	624-00000300919	05/11/2022	PAINT SUPPLIES	11.54	
	626-00000252976	04/27/2022	PAINT SUPPLIES - PD	125.11	
Check	05/19/2022	5734 Accounts Payable	LANGUAGE LINE SERVICES	403.49	
	Invoice	Date	Description	Amount	
	10506702	04/30/2022	INTERPRETATION SVCS APR'22	403.49	
Check	05/19/2022	5735 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT INC.	424.20	
	Invoice	Date	Description	Amount	
	1415640-20220430	04/30/2022	BACKGROUND CHECKS APR 2022	424.20	
Check	05/19/2022	5736 Accounts Payable	LOOMIS	688.55	
	Invoice	Date	Description	Amount	
	12999920	03/31/2022	ARMORED CAR SERVICE - 03/22	360.69	
	13018341	04/30/2022	ARMORED CAR SERVICE - 04/22	327.86	

METROPOLITAN PLANNING GROUP				5737 Accounts Payable	Amount	
Check	Invoice	Date	Description			
Check	2003160	04/30/2022	TASK ORDER #3 - CEDAR/ROBSON HOMES PROJECT SVCS THRU 4/30/22			4,952.50
	2003161	04/30/2022	PROJECT MGMT SERVICES-FMC WILLOW-3RD AMENDMENT(SVCS THRU 4/30/22			2,433.75
	05/19/2022		MISSION LINEN SUPPLY - UNIFORM	5738 Accounts Payable		2,077.60
Check	APR' 22	04/30/2022	UNIFORM PURCHASE 04/01-04/30/22			2,077.60
	05/19/2022		NEWARK TRAVEL SERVICES	5739 Accounts Payable		1,236.00
	2769104U	04/28/2022	PIQUETTE; 0530-060222 TRAVEL			1,236.00
Check	05/19/2022		NOWDOCS INTERNATIONAL	5740 Accounts Payable		398.70
	67773	04/28/2022	CHECK STOCK - BLUE BOTTOM			398.70
	05/19/2022		OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	5741 Accounts Payable		122.00
Check	75225573	04/29/2022	PRE-EMPLOYMENT/ DOT PHYSICALS - 04/29/22			122.00
	05/19/2022		PACIFIC GAS & ELECTRIC	5742 Accounts Payable		1,608.63
	0870-050622	05/06/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (3/31/22-4/29/22)			73.80
Check	1859-050522	05/05/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (3/30/22-4/28/22)			1,443.40
	3926-050522	05/05/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (3/30/22-4/28/22)			91.43
	05/19/2022		PROVIDENT LIFE & ACCIDENT INSURANCE	5743 Accounts Payable		261.24
Check	APR 2022 PREMIUM	04/19/2022	UNUM - UNUM INSURANCE*			261.24
	05/19/2022		QUINCY ENGINEERING INC	5744 Accounts Payable		19,903.00
	16-N131.00-24	02/25/2022	CENTRAL AVE OVERPASS DESIGN, PROJECT 1014 (10/1/21-10/31/21)			7,210.00
Check	16-N131.00-25	02/25/2022	CENTRAL AVE OVERPASS DESIGN, PROJECT 1014 (11/1/21-11/31/21)			12,693.00
	05/19/2022		CAL COAST TELECOM	5745 Accounts Payable		760.00
	S2200921	02/14/2022	DOOR REPAIR			760.00
Check	05/19/2022		REDFLEX TRAFFIC SYSTEMS, INC.	5746 Accounts Payable		87,000.00
	INV1-4065	12/31/2021	REDLIGHT CAMERA MONITORING DEC 2021			17,400.00
	INV0027768	01/31/2022	REDLIGHT CAMERA MONITORING JAN 2022			17,400.00
Check	INV0029050	02/28/2022	REDLIGHT CAMERA MONITORING FEB 2022			17,400.00
	INV0030544	03/31/2022	REDLIGHT CAMERA MONITORING MAR 2022			17,400.00
	INV0032482	04/30/2022	REDLIGHT CAMERA MONITORING APR 2022			17,400.00
Check	05/19/2022		ROBERT HALF	5747 Accounts Payable		8,780.00

59954675	05/10/2022	TEMPORARY STAFFING GARY CAIN - 05/06	2,520.00
59931818	05/05/2022	TEMPORARY STAFFING KHADAR ALIKHAN - 04/29	3,740.00
59850384	04/25/2022	TEMPORARY STAFFING GARY CAIN - 04/22	2,520.00
05/19/2022	5748 Accounts Payable	S&L BREWER ENTERPRISES, INC.	500.00
Invoice	Date	Description	Amount
2022NEW04	04/25/2022	K9 TRAINING APR 2022	500.00
05/19/2022	5749 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	1,778.37
Invoice	Date	Description	Amount
S2080954.001	04/07/2022	LIGHT BULBS	619.09
S2083476.001	04/22/2022	LIGHT BULBS	1,159.28
05/19/2022	5750 Accounts Payable	SMITH & SONS ELECTRIC, INC.	2,080.00
Invoice	Date	Description	Amount
21044	02/07/2022	FIRE STATION 29 MAINT AND REPAIR	2,080.00
05/19/2022	5751 Accounts Payable	STAPLES	590.49
Invoice	Date	Description	Amount
8065913059	05/16/2022	OFFICE SUPPLIES	590.49
05/19/2022	5752 Accounts Payable	SYNERCO INC	8,844.00
Invoice	Date	Description	Amount
10456	04/01/2022	ENERGY MANAGEMENT	8,844.00
05/19/2022	5753 Accounts Payable	TREASURER OF ALAMEDA COUNTY	8,755.00
Invoice	Date	Description	Amount
MAR'22	05/04/2022	BOOKING FEES - MAR'22	3,090.00
APR'22	05/04/2022	BOOKING FEES - APR'22	5,665.00
05/19/2022	5754 Accounts Payable	TURBO DATA SYSTEMS, INC	848.00
Invoice	Date	Description	Amount
37427	04/30/2022	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES	848.00
05/19/2022	5755 Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO	14.74
Invoice	Date	Description	Amount
IV42429A	04/29/2022	MOWER PARTS	14.74
05/19/2022	5756 Accounts Payable	UNITED STATES POSTMASTER	265.00
Invoice	Date	Description	Amount
2022 BULK FEE	04/20/2022	BULK MAIL PERMIT FEE FOR 2022	265.00
05/19/2022	5757 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	85,236.00
Invoice	Date	Description	Amount
500384	04/29/2022	JANITORIAL - LIBRARY APRIL 2022	6,572.00
2022-0301	03/31/2022	JANITORIAL SERVICE - CITY WIDE MAR 2022	42,618.00
2022-0401	04/29/2022	JANITORIAL SERVICE - CITY WIDE APR 2022	36,046.00
05/19/2022	5758 Accounts Payable	VERIZON WIRELESS	4,587.10
Invoice	Date	Description	Amount
9904428750	04/18/2022	CELL/TABLET/WIFI SERVICE - 03/19-04/18/22	4,587.10

WEISSMAN'S DESIGNS FOR DANCE				Amount	
Check	Invoice	Date	Description	5759 Accounts Payable	4,424.11
Check	224460229	04/28/2022	DANCE COSTUMES FOR THE REVUE		3,667.51
	224458146	04/27/2022	DANCE COSTUMES FOR THE REVUE		756.60
	05/19/2022	5760 Accounts Payable	ARTEMIS SELF DEFENSE, LLC		12,047.96
				Amount	Amount
Check	050922	05/09/2022	PRE-ESCALATION INSTRUCTOR RECERT MAY 2022		12,047.96
	05/19/2022	5761 Accounts Payable	WEST COAST ARBORISTS INC		31,456.60
	Invoice	Date	Description		Amount
Check	185642	04/30/2022	STREET TREE MAINTENANCE 04/16/2022-04/30/2022		3,361.10
	185643	04/30/2022	PARK TREE MAINTENANCE 4/16/22-4/30/22		3,298.30
	184697	04/06/2022	TREE SERVICE - L&L 1 CENTRAL AVE 03/30-04/06/22		24,797.20
	05/19/2022	5762 Accounts Payable	WEX BANK		1,919.51
	Invoice	Date	Description		Amount
Check	80715618	05/06/2022	CHEVRON FUEL PURCHASE 04/07/2021-5/6/2021		1,919.51
	05/19/2022	5763 Accounts Payable	DEWAN , SHIRLEY & LEEANNE		1,000.00
	Invoice	Date	Description		Amount
Check	2021-4712	05/17/2022	ENCP2021-0192 RFND		1,000.00
	05/19/2022	5764 Accounts Payable	LEYVA , MIGUEL		1,000.00
	Invoice	Date	Description		Amount
	2021-3543	05/17/2022	ENCP2021-0039 RFND		1,000.00
	05/19/2022	5765 Accounts Payable	MONTES , ANNETTE		500.00
Check	644515	05/16/2022	REFUND FOR COMM CTR RENTAL DEPOSIT		500.00
	05/19/2022	5766 Accounts Payable	NWE , AMANDA		1,000.00
	Invoice	Date	Description		Amount
				2022-00005003	1,000.00
				04/26/2022	RETURNING SECURITY DEPOSIT FROM DANCE PERMIT
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 63	\$367,411.76
Checks:				63	\$367,411.76

LIVE Newark CA LIVE
Payment Batch Register
Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 05/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	05/26/2022	5767	Accounts Payable	ADAMSON POLICE PRODUCTS		138.36
	Invoice		Date	Description		Amount
	INV376711		05/03/2022	TRAINEE UNIFORMS		138.36
Check	05/26/2022	5768	Accounts Payable	TREASURER OF ALAMEDA COUNTY		18.25
	Invoice		Date	Description		Amount
	APR'22		05/04/2022	CRIME LAB FEES - APR'22		18.25
Check	05/26/2022	5769	Accounts Payable	ALLIED AUTO STORES INC		391.36
	Invoice		Date	Description		Amount
	FEB' 22		02/28/2022	ALLIED FLEET PARTS AND SUPPLIES		391.36
Check	05/26/2022	5770	Accounts Payable	GUSTAVO ARROYO		1,088.20
	Invoice		Date	Description		Amount
	0314-031822EXP-2		05/19/2022	EXPENSE REIMBURSEMENT		690.00
	0413-041522EXP		05/19/2022	EXPENSE REIMBURSEMENT		398.20
Check	05/26/2022	5771	Accounts Payable	BAY AREA TEMPORARY SANITATION, INC.		1,623.20
	Invoice		Date	Description		Amount
	94078		05/17/2022	PORTA POTTIES FOR NEW CIVIC CENTER GRAND OPENING		1,623.20
Check	05/26/2022	5772	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		1,076.25
	Invoice		Date	Description		Amount
	RI 22030813		04/27/2022	BUILDING INSPECTION ON CALL PLAN REVIEW SERVICES		1,076.25
Check	05/26/2022	5773	Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		6,653.12
	Invoice		Date	Description		Amount
	220421		04/30/2022	TRAFFICE SIGNAL MAINTENANCE (APRIL 2021)		6,653.12
Check	05/26/2022	5774	Accounts Payable	CALYO 2009 CORP.		1,800.00
	Invoice		Date	Description		Amount
	R16089		03/28/2022	SOFTWARE FOR DETECTIVES		1,800.00
Check	05/26/2022	5775	Accounts Payable	CARBONIC SERVICE		192.12
	Invoice		Date	Description		Amount
	424418		05/06/2022	CO2 - BULK DELIVERY		192.12
Check	05/26/2022	5776	Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		370.00

Invoice	Date	Description	Amount
8565799-1	04/14/2022	TOWING SERVICES 04/14/2022	65.00
MJ252156-1	02/28/2022	TOWING SERVICES 02/28/2022	65.00
8555467-1	04/05/2022	TOWING SERVICES 04/05/2022	65.00
8582870-1	04/26/2022	TOWING SERVICES 04/26/2022	65.00
8553181-1	04/04/2022	TOWING SERVICES 04/04/2022	110.00
Check	05/26/2022	5777 Accounts Payable	554.21
Invoice	Date	Description	Amount
0411-041322EXP	05/19/2022	EXPENSE REIMBURSEMENT	554.21
Check	05/26/2022	5778 Accounts Payable	13,205.00
Invoice	Date	Description	Amount
324137	05/02/2022	SHELTER OPERATING EXPS MAY'22	13,205.00
Check	05/26/2022	5779 Accounts Payable	198.24
Invoice	Date	Description	Amount
052022EXP	05/20/2022	BOOT REIMBURSEMENT 05/20/2022	198.24
Check	05/26/2022	5780 Accounts Payable	97.50
Invoice	Date	Description	Amount
B3583023	05/17/2022	LEGAL ADVERTISING	97.50
Check	05/26/2022	5781 Accounts Payable	5,955.28
Invoice	Date	Description	Amount
10578801970	04/22/2022	POWEREDGE T550 - APPROVAL #2022-07	5,955.28
Check	05/26/2022	5782 Accounts Payable	10.00
Invoice	Date	Description	Amount
DMV-4RZ3040-2022	03/14/2022	DMV-4RZ3040-2022 RENEWAL	10.00
Check	05/26/2022	5783 Accounts Payable	32.69
Invoice	Date	Description	Amount
2052394740	05/05/2022	CREDIT BUREAU REPORT FEES - 05/22	32.69
Check	05/26/2022	5784 Accounts Payable	1,705.21
Invoice	Date	Description	Amount
70684	05/05/2022	SECOND CHANCE LEAK	1,705.21
Check	05/26/2022	5785 Accounts Payable	205.08
Invoice	Date	Description	Amount
9286499075	04/21/2022	SILLIMAN SUPPLIES	4.88
9286551016	04/21/2022	SILLIMAN SUPPLIES	4.78
9288774376	04/22/2022	SILLIMAN SUPPLIES	195.42
Check	05/26/2022	5786 Accounts Payable	190.00
Invoice	Date	Description	Amount
131136	05/05/2022	MAINTENANCE SERVICE FOR 5/4/22	190.00
Check	05/26/2022	5787 Accounts Payable	659.48
Invoice	Date	Description	Amount
0307-030922EXP	05/19/2022	EXPENSE REIMBURSEMENT	65.40

Check	0411-041322EXP	05/19/2022	EXPENSE REIMBURSEMENT	594.08
	05/26/2022	5788 Accounts Payable	THE TOUCH OF CLASS BAND	2,200.00
	Invoice	Date	Description	Amount
Check	101	05/12/2022	PROVIDE MUSICAL ENTERTAINMENT FOR NEW CIVIC CENTER GRAND OPENING	2,200.00
	05/26/2022	5789 Accounts Payable	VERONICA C. HUILTRON	495.00
	Invoice	Date	Description	Amount
Check	NUSD-0001	01/31/2022	INTERPRETATION TRANSLATION SERVICES	495.00
	05/26/2022	5790 Accounts Payable	JET MULCH INC	11,076.98
	Invoice	Date	Description	Amount
Check	17936-OL	05/05/2022	PARK SUPPLIES-WOOD FIBER	11,076.98
	05/26/2022	5791 Accounts Payable	THE RROOAR LLC	502.50
	Invoice	Date	Description	Amount
Check	0402-05212022	05/20/2022	PAYMENT FOR CODING & ROBOTICS 4/2-5/21/22	502.50
	05/26/2022	5792 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	2,984.70
	Invoice	Date	Description	Amount
Check	8915528	05/10/2022	COPIER LEASE/SERVICE/SUPPLIES - MAY '22	2,984.70
	05/26/2022	5793 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	1,183.92
	Invoice	Date	Description	Amount
Check	55Y1273795	05/09/2022	COPIER LEASE/SERVICE/SUPPLIES - MAY '22	724.31
	55Y1262522	03/03/2022	COPIER LEASE/SERVICE/SUPPLIES - MAY '22	459.61
Check	05/26/2022	5794 Accounts Payable	LANCE, SOIL & LUNGARD LLP	443.00
	Invoice	Date	Description	Amount
Check	50259	04/29/2022	AUDITING SERVICES - 2022 GANN LIMIT VERIFICATION - FINAL BILL	443.00
	05/26/2022	5795 Accounts Payable	CHAMINADE RESORT AND SPA	1,390.12
	Invoice	Date	Description	Amount
Check	1107060	03/10/2022	TEAM BUILDING WORKSHOP - 03/07-03/09/22 - ADDITIONAL FEES	1,390.12
	05/26/2022	5796 Accounts Payable	JOLIE MACIAS	8,388.00
	Invoice	Date	Description	Amount
Check	FALL21-SPR22EXP	05/18/2022	EDUCATIONAL REIMBURSEMENT FALL 2021, SPRING 2022	8,388.00
	05/26/2022	5797 Accounts Payable	MARK GOTHARD	162.44
	Invoice	Date	Description	Amount
Check	051522	05/15/2022	PAYMENT FOR MARTIAL ARTS 4/3/22	162.44
	05/26/2022	5798 Accounts Payable	MAZE & ASSOCIATES	7,592.00
	Invoice	Date	Description	Amount
Check	45554	03/31/2022	ACCOUNTING SERVICES - 03/22	7,592.00
	05/26/2022	5799 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION	4,800.65
	Invoice	Date	Description	Amount
Check	193065	05/18/2022	LEGAL SVCS	736.10
	193066	05/18/2022	LEGAL SVCS FOR TIMBER ST PROJECT	1,321.60

Check	193067	05/18/2022	LEGAL SVCS - FMC WILLOW (REMAINING FY 21/22)	86.60
	193068	05/18/2022	LEGAL SVCS - MOWRY VILLAGE (REMAINING FY 21/22)	2,656.35
	05/26/2022	5800 Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	122.00
	Invoice	Date	Description	Amount
Check	75310323	05/10/2022	PRE-EMPLOYMENT/ DOT PHYSICALS - 05/10/22	122.00
	05/26/2022	5801 Accounts Payable	OTIS ELEVATOR COMPANY	2,670.00
	Invoice	Date	Description	Amount
Check	SK25826001	04/29/2022	CITY HALL ELEVATOR REPAIR	669.00
	SK25813001	04/28/2022	CITY HALL ELEVATOR REPAIR	2,001.00
	05/26/2022	5802 Accounts Payable	PACIFIC GAS & ELECTRIC	59,882.59
	Invoice	Date	Description	Amount
Check	7578-041322	04/13/2022	PGE-CITYWIDE ELECTRICITY 04/13/2022	59,882.59
	05/26/2022	5803 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	7,430.08
	Invoice	Date	Description	Amount
Check	3784	05/03/2022	ON CALL CIVIL ENGINEERING PLAN REVIEW SERVICES (4/1/22-4/30/22)	7,430.08
	05/26/2022	5804 Accounts Payable	PAPA JOHNS PIZZA	51.50
	Invoice	Date	Description	Amount
Check	85	04/22/2022	PIZZA FOR BIRTHDAY PARTIES	51.50
	05/26/2022	5805 Accounts Payable	GUSTAVO PEREZ	276.05
	Invoice	Date	Description	Amount
Check	0511-051322EXP	05/17/2022	BOOT AND UNIFORM REIMBURSEMENT	276.05
	05/26/2022	5806 Accounts Payable	PERFORMANCE PEST MANAGEMENT	2,072.00
	Invoice	Date	Description	Amount
Check	60114	12/23/2021	PEST SERVICE - CITY HALL #102699 12/23/21	259.00
	60659	01/06/2022	PEST SERVICE - CITY HALL #102699 01/06/22	259.00
	61538	02/10/2022	PEST SERVICE - CITY HALL #102699 02/10/22	259.00
	61539	03/03/2022	PEST SERVICE - CITY HALL #102699 03/03/22	259.00
	62006	03/17/2022	PEST SERVICE - CITY HALL #102699 03/17/22	259.00
	62462	03/31/2022	PEST SERVICE - CITY HALL #102699 03/31/22	259.00
	62463	04/19/2022	PEST SERVICE - CITY HALL #102699 04/19/22	259.00
	62464	05/05/2022	PEST SERVICE - CITY HALL #102699 05/05/22	259.00
	05/26/2022	5807 Accounts Payable	QUADIENT LEASING USA, INC.	417.69
	Invoice	Date	Description	Amount
Check	N9389606	04/29/2022	MAILING MACHINE LEASE AGREEMENT - 05/01-05/31/22	417.69
	05/26/2022	5808 Accounts Payable	JENNA QUINONEZ	918.53
	Invoice	Date	Description	Amount
Check	0307-030922EXP	05/19/2022	EXPENSE REIMBURSEMENT	918.53
	05/26/2022	5809 Accounts Payable	CAL COAST TELECOM	520.20
	Invoice	Date	Description	Amount
Check	S2204001	05/03/2022	SECURITY HARDWARE TROUBLESHOOT	520.20
	05/26/2022	5810 Accounts Payable	ROBERT HALF	6,668.00

Invoice	Date	Description	Amount
59986163	05/16/2022	TEMPORARY STAFFING KHADAR ALIKHAN - 05/13	4,400.00
59986162	05/16/2022	TEMPORARY STAFFING GARY CAIN - 05/13	2,268.00
05/26/2022	5811 Accounts Payable	SILVER & WRIGHT LLP	5,860.50
Invoice	Date	Description	Amount
29507	05/01/2022	LEGAL SERVICES 04/01/2022 - 04/28/2022	5,860.50
05/26/2022	5812 Accounts Payable	PATRICK SMITH	208.50
Invoice	Date	Description	Amount
050522EXP	05/19/2022	EXPENSE REIMBURSEMENT	208.50
05/26/2022	5813 Accounts Payable	SMITH & SONS ELECTRIC, INC.	910.73
Invoice	Date	Description	Amount
22034-1	05/17/2022	COMMUNITY PARK ELECTRICAL	910.73
05/26/2022	5814 Accounts Payable	STANTEC CONSULTING SERVICES INC	12,782.00
Invoice	Date	Description	Amount
1881502	01/27/2022	EIR CONSULTING FOR MOWRY VILLAGE PROJECT (PERIOD ENDING 12/31/21	12,782.00
05/26/2022	5815 Accounts Payable	STEVE G. HOOS	156.59
Invoice	Date	Description	Amount
35766	02/28/2022	DRYER BELT REPAIR	156.59
05/26/2022	5816 Accounts Payable	STUART RENTAL COMPANY	2,584.75
Invoice	Date	Description	Amount
204180	05/19/2022	RENTALS FOR CIVIC CENTER GRAND OPENING	2,584.75
05/26/2022	5817 Accounts Payable	SYNERCO INC	1,181.36
Invoice	Date	Description	Amount
10520	05/04/2022	ENERGY MANAGEMENT	1,181.36
05/26/2022	5818 Accounts Payable	TEMPERATURE TECHNOLOGY INC.	2,539.35
Invoice	Date	Description	Amount
1021-1545	04/25/2022	HVAC REPAIRS	2,539.35
05/26/2022	5819 Accounts Payable	SHAWN TORRES	661.00
Invoice	Date	Description	Amount
0307-030922EXP	05/19/2022	EXPENSE REIMBURSEMENT	661.00
05/26/2022	5820 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS	30,897.21
Invoice	Date	Description	Amount
042222STMT	05/25/2022	CC PAYMENT 04/22/22	30,897.21
05/26/2022	5821 Accounts Payable	UTILITY TELECOM GROUP, LLC	720.00
Invoice	Date	Description	Amount
16690	05/16/2022	TELEPHONE VOIP/WAN/SERVICE 3/22-3/28	720.00
05/26/2022	5822 Accounts Payable	JOYCE WANG	1,002.21
Invoice	Date	Description	Amount
0328-040122EXP	05/19/2022	EXPENSE REIMBURSEMENT	1,002.21

Check	05/26/2022	5823 Accounts Payable	WHOLESALE DISTRIBUTION ALLIANCE	Amount
	Invoice	Date	Description	Amount
Check	13516	04/11/2022	GOGGLES FOR RETAIL	619.20
	05/26/2022	5824 Accounts Payable	WRA	6,926.20
	Invoice	Date	Description	Amount
	31299-43854	10/01/2021	LAKESHORE PARK WATER QUALITY MONITORING (8/28/21-10/1/21)	3,071.27
	31299-44526	11/26/2021	LAKESHORE PARK WATER QUALITY MONITORING (10/30/21-11/26/21)	1,413.90
	31299-44303	10/29/2021	LAKESHORE PARK WATER QUALITY MONITORING (10/2/21-10/29/21)	1,379.84
	31299-44827	12/31/2021	LAKESHORE PARK WATER QUALITY MONITORING (11/27/21-12/31/21)	588.69
	31299-45143	01/28/2022	LAKESHORE PARK WATER QUALITY MONITORING (1/1/22-1/28/22)	492.50
Check	05/26/2022	5825 Accounts Payable	MARIO'S BAY FRAMES	4,305.99
	Invoice	Date	Description	Amount
EFT	676	05/23/2022	CIVIC CENTER FRAME PURCHASES	4,305.99
	05/26/2022	285 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT 121000248 / 4942808510	32,317.72
	Invoice	Date	Description	Amount
	SF-8510-01053779	05/02/2022	FY2021-22 WORKERS COMPENSATION CLAIMS-04/01/22-04/30/2022	32,317.72
AP ZBA ACCOUNTS PAYABLE Totals:				\$262,084.81

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 60

Checks: 59 \$229,767.09
 EFTs: 1 \$32,317.72



STAFF REPORT

Item D. 2.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Approval of May 19 and 26, 2022, meeting minutes

Attachments

May 19, 2022, special meeting minutes
May 26, 2022, special meeting minutes
May 26, 2022, regular meeting minutes



CITY OF NEWARK

CITY COUNCIL

City Administration Building, City Council Chambers

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



Minutes Special Meeting Thursday, May 19, 2022

A. ROLL CALL

Mayor Nagy called the meeting to order at 6:10 P.M. Council Members Collazo, Freitas, Bucci and Vice Mayor Hannon were noted present.

B. CITY MANAGER REPORTS

1. Adopt resolutions approving 2022-2024 Capital Improvement Plan with project funding recommendations for final adoption of 2022-2024 Biennial Budget Resolution No. 11347-11351

City Manager Benoun stated that due to Fair Political Practice Commission Rules, the City Council would review segmented portions of the Capital Improvement Plan (CIP) to allow for Council Member Conflict of Interest recusals before reviewing the balance of the projects.

Assistant City Engineer Imai gave a general overview of the Capital Improvement Plan (CIP) including project funding source balances before reviewing specific projects. He stated that a random means of selection was completed by City staff, before the meeting, to identify the project order.

Project List "C"

Council Member Collazo announced that she would recuse from Project List "C" due to Real Property Interest and Business Interest/Source of income in the Mexico Tortilla Factory at 7015 Thornton Avenue and rental properties at 7155, 7167, and 7179 Thornton Avenue and rental property at 36805 Magnolia Street in proximity to the Lindsey Tract Street and Storm Drain Improvement Project and in proximity to the Thornton Avenue Traffic Signal Interconnect Project.

Council Member Collazo exited the City Council Chambers.

Assistant City Engineer Imai reviewed and recommended funding for Project List “C” Lindsay Tract Street and Storm Drain Improvements and Traffic Signal Interconnect on Thornton Avenue between Sycamore Street and Cedar Boulevard.

No one requested to speak.

Vice Mayor Hannon moved, Council Member Bucci seconded to adopt Resolution No. 11347 approving Project List “C” in the Capital Improvement Plan for the City of Newark for Fiscal Years 2022-2023 and 2023-2024 for final adoption with the Biennial Budget. The motion passed, 4 AYES, 1 RECUSED

Council Member Collazo returned to the City Council Chambers.

Project List “B”

Council Member Collazo announced that she should recuse from Project List “B” due to Real Property Interest and Business Interest/Source of income in the Mexico Tortilla Factory at 7015 Thornton Avenue and rental properties at 7155, 7167, and 7179 Thornton Avenue and rental property at 36805 Magnolia Street in proximity to the Old Town PDA Streetscape Improvement Project.

Council Member Freitas announced that he would recuse from Project List “B” due to Real Property Interest and Business Interest in rental property at 37220 Magnolia Street in proximity to the Old Town PDA Streetscape Improvement Project.

Council Members Collazo and Freitas exited the City Council Chambers.

Assistant City Engineer Imai reviewed Project List “B” Old Town PDA Streetscape Improvements Design and Construction Phases. He recommended funding for the design phase and keep the construction phase unfunded to make the project eligible for grant opportunities.

No one requested to speak.

Vice Mayor Hannon requested that staff identify high priority projects that do not have funding so that sufficient funding may be identified in future CIPs to get the projects completed.

Vice Mayor Hannon moved, Council Member Bucci seconded to adopt Resolution No. 11348 approving Project List “B” in the Capital Improvement Plan for the City of Newark for Fiscal Years 2022-2023 and 2023-2024 for final adoption with the Biennial Budget. The motion passed, 3 AYES, 2 RECUSED.

Council Members Collazo and Freitas returned to the City Council Chambers.

Project List “D”

Council Member Freitas announced that he would recuse from Project List “D” due to Real Property Interest and Business Interest in rental property at 37220 Magnolia Street, 37082 Spruce Street and 7968-7972 Thornton Avenue in proximity to the Railroad Quiet Zone Study Project and Real Property Interest and Business Interest in rental property at 37082 Spruce Street and 7968-7972 Thornton Avenue in proximity to the Thornton Avenue Streetscape Project and Safe Routes to School Project.

Council Member Freitas exited the City Council Chambers.

Assistant City Engineer Imai reviewed and recommended for Project List “D” Railroad Quiet Zone Study maintain funding, Safe Routes to School Improvements – various locations maintain funding, Thornton Avenue Streetscape Improvements Elm Street to Willow Street maintain as unfunded.

No one requested to speak.

Council Member Bucci moved, Council Member Collazo seconded to adopt Resolution No. 11349 approving Project List “D” in the Capital Improvement Plan for the City of Newark for Fiscal Years 2022-2023 and 2023-2024 for final adoption with the Biennial Budget. The motion passed, 4 AYES, 1 RECUSED.

Council Member Freitas returned to the City Council Chambers.

Project List “A”

Vice Mayor Hannon announced that he would recuse from Project List “A” due to the proximity of the Cedar Boulevard Linear Park project to his residence. Vice Mayor Hannon exited the City Council Chambers.

Assistant City Engineer Imai reviewed and recommended for Project List “A” Cedar Boulevard Linear Park Areas 1, 3 and 4 unfunded, and Cedar Boulevard Linear Park Area 2 funded.

No one requested to speak.

Mayor Nagy requested that staff notify residents around the park to ensure neighborhood support.

Council Member Bucci moved, Council Member Collazo seconded to adopt Resolution No. 11340 approving Project List “A” in the Capital Improvement Plan for the City of Newark for Fiscal Years 2022-2023 and 2023-2024 for final adoption with the Biennial Budget. The motion passed, 4 AYES, 1 RECUSED.

Vice Mayor Hannon returned to the City Council Chambers.

Balance of Projects

Assistant City Engineer presented the remainder of the projects by funding source.

Council Member Bucci suggested removing the Sportsfield Park Splash Pad project, due to the drought. He suggested the City Council consider an alternate project with those funds. Council Member Collazo and Vice Mayor Hannon stated their agreement with the suggestion.

Mayor Nagy stated that an email was received from Namit Saksena regarding a park. (Mr. Saksena requested the inclusion of Gallade Park/Glassbay Park in the Cityside Parks Master Plan and transfer of park maintenance to the City.)

City Manager Benoun stated that staff could review the suggestion.

Namit Saksena, via Zoom, suggested that the Sportsfield Park Splash Pad funds be used for bathrooms in parks or to replace mulch in playgrounds with other child friendly materials. (Zoom audio quality poor.)

Assistant City Engineer Imai requested direction on funding sources for the Arterial Landscape Median Upgrades and Clean up of CalTrans Right-of-Way and Landscaping (Thornton Avenue/I-880 Interchange). He stated that traditionally Gas Tax funds were used for these types of projects, but Capital Funds could be considered.

Council Member Bucci suggested that the City Council hold off on the Arterial Landscape Median Upgrades until more Gas Tax became available. He suggested using the Capital Funds for the Clean-up of CalTrans Right-of-Way and Landscaping (Thornton/I880 Interchange).

Council Member Bucci moved, Council Member Hannon seconded, to adopt Resolution No. 11341 approving inclusion of projects in the Capital Improvement Plan for the City of Newark for Fiscal Years 2022-2023 and 2023-2024 for final adoption with the Biennial Budget with the removal of the Sportsfield Park Splash Pad and the inclusion of \$200,000 for the Clean-up of CalTrans Right-of-Way and Landscaping (Thornton/I-880 Interchange). The motion passed, 5 AYES.

c. ADJOURNMENT

Mayor Nagy adjourned the meeting at 7:38 p.m.



CITY OF NEWARK CITY COUNCIL

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Minutes Special Meeting Thursday, May 26, 2022

A. ROLL CALL

Mayor Nagy called the meeting to order at 5:40 p.m.

Present were Council Members Collazo, Freitas, Bucci, and Vice Mayor Hannon.

B. CITY MANAGER REPORTS

B.1 Study Session to review the draft 2022-2024 Biennial Budget and Capital Improvement Plan

City Manager Benoun gave a budget overview highlighting Measure GG, Measure PP, and the American Rescue Plan Act (ARPA) funds. He reviewed the projected excess Measure GG funds. He stated that staff was working on a Capital Facility Master Plan and that the excess funds could be recommended to address the aging City infrastructure. The Capital Facility Master Plan would be reviewed with stakeholder input and community meetings, with final action from the City Council. City Manager Benoun provided an update on the ARPA Recovery Plan and the status of the projects and funds.

Finance Director Lee gave an update on the current economic environment, estimated a surplus of \$100,000 for the FY 2022 year-end budget, outlined the proposed FY 2023 and FY 2024 budgets that reflect stable revenues and a balanced budget and reviewed the five-year forecast.

In response to Vice Mayor Hannon's question to fund expanded library hours, City Manager Benoun stated that Sunday hours, pre-pandemic, cost approximately \$150,000. Library attendance is low due to the pandemic, but staff would monitor and return with a budget amendment when attendance increases. Vice Mayor Hannon requested an update towards the beginning of the school year.

City Manager Benoun reviewed proposed budget additions from various City departments.

Assistant City Manager Hovorka reviewed Mayor and Council Member compensation and advised that they could increase their salary up to 15%. Staff would return at a future meeting with an ordinance for the salary increase to be applied after the next election.

Vice Mayor Hannon suggested an increase of 3 percent, equivalent to City staff increases over the last couple of years. Council Member discussion ensued in agreement with the suggestion.

Vice Mayor Hannon requested that staff analyze business license fee waivers and return to Council with the results. Mayor Nagy requested that the average cost for a business license in Newark be a part of the study.

This item was informational, no action requested.

c. ADJOURNMENT

Mayor Nagy adjourned the meeting at 6:55 p.m.



CITY OF NEWARK CITY COUNCIL

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Minutes

Thursday, May 26, 2022

A. ROLL CALL

Mayor Nagy called the meeting to order to 7:18 p.m. Present were Council Members Collazo, Freitas, Bucci, and Vice Mayor Hannon.

B. PRESENTATIONS

1. Commending Courtney Jo Bond

Mayor Nagy presented the commendation to Courtney Jo Bond, the first female Cub Scout in the City of Newark to have earned the Arrow of Light Award.

2. Commending Newark Memorial High School Rocketry Team

Mayor Nagy presented the commendation to the Newark Memorial High School Rocketry Team in honor of qualifying for the 2022 American Rocketry Challenge National Finals.

3. Proclamation designating May 15 to 21, 2022, as Emergency Medical Services Week

Mayor Nagy presented the proclamation to Alameda County Fire Division Chief Luepke.

C. PUBLIC COMMENT

Mike Marzano representing the First Presbyterian Church, stated that they reached out to Republic Services for solutions to prevent illegal dumping of garbage on their property. Republic Services suggested padlocks for the dumpsters. He was surprised that padlocks in the City of Fremont are \$8 each and in the City of Newark they are \$24 each.

Manaal Shafi of Bloom Energy invited everyone to participate in the Stars and Strides Run on July 2, 2022, to benefit the Valley Medical Center Foundation.

D. CONSENT CALENDAR

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

1. Approval of Audited Demands
2. Approval of May 12, 2022, special and regular meeting minutes
3. Approval of plans and specifications, and adopt a resolution for acceptance of bid, and award of contract for the Total Bid to Rosas Brothers Construction for FY 2021-2022 Citywide Accessible Pedestrian Curb Ramps (TDA Article 3 FY21/22), Project 1277
Resolution No.11352
Contract No. 22025
4. Adopt a Resolution Accepting work with Chrisp Company for 2020 Citywide Thermoplastic Street Striping, Project 1242
Resolution No. 11353

E. PUBLIC HEARINGS

1. Hearing to consider property owners' objections to the 2022 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances

Motion approved

City Manager Benoun gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 7:34 p.m.

Mike Marzano, First Presbyterian Church, stated his support of the weed abatement program but questioned the accuracy of the current list.

Mayor Nagy closed the public hearing at 7:37 p.m.

Council Member Freitas moved, Council Member Collazo seconded, to act upon any objections by property owners to the 2022 Weed Abatement Program, and instruct the Superintendent of Streets to abate the public nuisances. The motion passed, 5 AYES.

2. Hearing to consider adoption of resolution approving the Master Fee Schedule for Fiscal Year 2023
Resolution No. 11354

City Manager Benoun gave the staff report highlighting new fees for services for violations of Fireworks Ordinance No. 535, building permits, charging stations at City Hall, and rentals of the Skatepark and Tennis Court.

Mayor Nagy opened the public hearing at 7:40 p.m.

No one requested to speak.

Mayor Nagy Closed the public hearing at 7:41p.m.

Council Member Bucci noted that some of the fees were lowered.

In response to Council Member Collazo's suggestion to lower the rental fees for the soccer and softball fields, City Manager Benoun stated that staff would analyze the usage and fee.

Vice Mayor Hannon suggested tracking the skatepark rentals and report back to the City Council next year if the rental days should be limited to ensure resident access.

Council Member Bucci moved, Council Member Collazo seconded, to adopt a resolution amending the Master Fee Schedule for Fiscal Year 2023. The motion passed, 5 AYES.

3. Public Hearing to Receive Input on Military Equipment Policy and Introduce an Ordinance Adding Chapter 2.50 entitled, "Military Equipment Use Policy" to the Newark Municipal Code in compliance with Assembly Bill 481
Ordinance Introduced

Captain Macias gave a presentation on the new requirement for the City Council to review and approve the Military Equipment Policy, per Assembly Bill 481. She noted that Section 709.7 Use in Exigent Circumstances was amended, after the meeting packet was distributed, as follows:

In exigent circumstances and with the approval of the Chief of Police or designee, the department may borrow and/or use military equipment that is not included in the military equipment inventory section of this policy.

In accordance with this section, if the department borrows, and/or uses military equipment in exigent circumstances, it must take all of the following actions.

- Make all efforts to provide written notice of the use to the City Council within 14 days, and in no event provide written notice in no more than 30 days, following commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the exigent circumstance, submit a proposed amended military equipment policy to the City Council within 90 days following the borrowing and / or use, and receive approval for continued use.

Captain Macias requested that the City Council adopt the Policy including the proposed amendment. Presentation on file with the City Clerk.

Mayor Nagy opened the public hearing at 7:48 p.m.

No one requested to speak.

Mayor Nagy closed the public hearing at 7:49 p.m.

Council Member Collazo moved, Council Member Bucci seconded, to introduce an ordinance approving and adopting a Military Equipment Policy and adding Chapter 2.50, "Military Equipment Policy" to Title 2, "Administration and Personnel" of the Newark

Municipal Code in compliance with Assembly Bill 481, with the requested amendments to Section 709.7 USE IN EXIGENT CIRCUMSTANCES of the policy. The motion passed, 5 AYES.

F. OTHER BUSINESS

1. Adopt Resolutions for approval of Annual Engineer's Reports, intention to levy and collect assessments and setting a public hearing on June 23, 2022, for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 for fiscal year 2022-2023 in accordance with the provisions of the Landscaping and Lighting Act of 1972
Resolution Nos. 11355-11356

Council Member Collazo announced that she would recuse from participating in this item due to real property interests in Landscaping and Lighting District Nos. 10 and 11.

City Manager Benoun announced that he would recuse from this item due to real property interest in Landscaping and Lighting District No. ##.

Council Member Collazo and City Manager Benoun exited the City Council Chambers.

Public Works Director Fajeau gave the staff report recommending approval.

No one requested to speak.

Vice Mayor Hannon moved, Council Member Freitas seconded to adopt resolutions: (1) Approving the Annual Engineer's Reports for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 for fiscal year 2022-2023 in accordance with the provisions of the Landscaping and Lighting Act of 1972; and (2) Declaring intention to levy and collect assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 for fiscal year 2022-2023 and setting the public hearing date for June 23, 2022, in accordance with the provisions of the Landscaping and Lighting Act of 1972. The motion passed, 4 AYES, 1 RECUSED.

Council Member Collazo and City Manager Benoun returned to the City Council Chambers.

2. Adopt Resolutions Approving the addition of the classifications of Chief Information Officer/Information Technology Director, Information Technology Analyst, Senior Information Technology Analyst, and Information Technology Technician I/II and the deletion of the classifications of Information Systems Manager, Information Systems Specialist, and Information Systems Technician by (1) amending the Employee Classification Plan; (2) amending the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group; and the Memorandum of Understanding between the City of Newark and the Newark Association of Miscellaneous Employees (NAME) and (3) approving an amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5
Resolution Nos. 11357-11359

Assistant City Manager Hovorka gave the staff report outlining the Information Technology staffing needs of the City and the salary and benefits associated with the Chief Information Officer/Information Technology Director position.

No one requested to speak.

Vice Mayor Hannon moved, Council Member Bucci seconded to adopt resolutions: (1) Authorizing an amendment to the Classification Plan adding the class specifications of Chief Information Officer/ Information Technology Director, Senior Information Technology Analyst, Information Technology Analyst, and Information Technology Technician I/II; and deleting the positions of Information Systems Manager, Information Systems Specialist, and Information Systems Technician; and (2) Amending Resolution No. 10,962, the Compensation and Benefit Plan For The City Officials and The Management, Supervisory, and Professional Employee Group To add three classifications, entitled Chief Information Officer/ Information Technology Director, Senior Information Technology Analyst, and Information Technology Analyst; and delete one classification, entitled Information Systems Manager; and approving an amendment to the City's Salary Schedule in conformance with California Code Of Regulations, Title 2, Section 570.5; and (3) Amending Resolution No. 10,958, the Memorandum Of Understanding Between The City Of Newark And The Newark Association of Miscellaneous Employees to add a classification, entitled Information Technology Technician I/II; and delete classifications, entitled information Systems Specialist and Information Systems Technician; and approving an amendment to the City's Salary Schedule in conformance with California Code Of Regulations, Title 2, Section 570.5. The motion passed, 5 AYES.

G. CITY COUNCIL MATTERS

Mayor Nagy thanked Finance Director Lee and her staff for the budget presentation given at the work session. He reminded everyone that Memorial Day recognizes those who gave the ultimate sacrifice so we can be the home of the free.

Council Member Bucci mentioned the Robb Elementary School shooting in Uvalde, Texas that resulted in 21 deaths and the subsequent fatal heart attack of the husband of one of the teachers. He stated his frustration that nothing changes after these tragedies. He shared that he is gun owner and that it was time for action to prevent further tragedies. He requested that the City Council adjourn the meeting in memory of the victims.

Council Member Freitas stated that he agreed with Council Member Bucci's comments.

Vice Mayor Hannon stated that he agreed with the previous comments. He stated that society cannot get used to these shootings and the need to address the issues so other families do not suffer.

Council Member Collazo agreed with the previous comments. She added that the NRA bought the Senators and they do not protect citizens anymore.

H. CLOSED SESSION

1. Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, and Human Resources Director Solito; Employee Groups: the Newark Association of Miscellaneous Employees; the Newark Police Management Association; the Newark Police Association; the Confidential Employee Group; and City Officials and the Management, Supervisory, and Professional Employee Group

Mayor Nagy announced that the closed session would not be held.

I. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:18 p.m. in memory of the Robb Elementary School victims.



STAFF REPORT

Item D. 3.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Adopt a resolution authorizing the City Manager to execute an agreement with *What's Happening's Tri-City Voice* for legal advertising services in Fiscal Year 2023

RECOMMENDATION

Staff recommends that the City Council adopt a resolution awarding an agreement to and authorizing the City Manager to execute an agreement with *What's Happening's Tri-City Voice* for legal advertising services in Fiscal Year 2023.

EXECUTIVE SUMMARY

The California Public Contract Code requires the City to invite bids for legal advertising services and award the contract on a fiscal year basis. A Request for Proposals was issued for legal advertising services in March. One proposal was received from the *What's Happening's Tri-City Voice*, offering the same rate as Fiscal Year 2022.

BACKGROUND

The California Government Code requires that the City of Newark print legal notices in an adjudicated newspaper of general circulation. An adjudicated newspaper of general circulation does not exist in the City and the City is legally required to use an adjudicated newspaper that is published nearest to the City. The Public Contract Code requires the City to invite bids for legal advertising and award the contract on a fiscal year basis. The *Bay Area News Group/East Bay Times* and the *Tri-City Voice* are the only newspapers that currently meet the legal requirements for publishing legal notices.

DISCUSSION/ANALYSIS

In March, the City issued a Request for Proposals (RFP) for legal advertising services. Courtesy copies were sent to the *Bay Area News Group/East Bay Times* and the *What's Happening's Tri-City Voice*. The RFP issuance was also advertised in the *Tri-City Voice*, the City's current legal advertising provider, and the City website.

The *What's Happening's Tri-City Voice* was the only newspaper to submit a proposal by the published deadline. The quote for advertising of \$1.12 per column line is the same as last year's quote. Last year's quote of \$1.12 was less than the previous year's quote of \$1.25 per column line. *Tri-City Voice* Publisher William Marshak reduced the

rate citing the financial pressures that cities were facing at the beginning of the COVID-19 pandemic. It is greatly appreciated that he continues to offer the lower rate.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan, scheduled for City Council consideration on June 23, 2022, includes funds for Fiscal Year 2023 in the budgets for the city departments that place legal advertising in the newspaper.

REVIEW AND APPROVAL

Prepared by – Sheila Harrington, City Clerk
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Contractual Services Agreement
Resolution

CONTRACTUAL SERVICES AGREEMENT CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of June, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and, What's Happening Inc, dba: Tri-City Voice ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including. Legal Advertising Services for Fiscal Year 2022-2023

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

A. **"Not to Exceed" Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other

rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the

results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

12. **RESERVED.**

13. **RESERVED.**

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

A. Verification of Coverage.

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

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

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

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. TERM/TERMINATION.

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

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

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

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

Tri-City Voice

CITY OF NEWARK

WILLIAM MARSHAK

SHEILA HARRINGTON

Consultant

Administrator

Address: What's Happening, Inc.
dba Tri-City Voice
39737 Paseo Padre Parkway,
Suite B
Fremont, CA 94538

City of Newark
Attn: City Clerk
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City Manager

Date _____

By _____
William Marshak, Consultant

Date _____

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Services provided by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation include:

1. Assistance and training of city personnel to become comfortable and utilize the ADTECH electronic submission and filing system.
2. Typeset all submissions for legal advertising in a timely and accurate manner.
3. Proofread all submissions.
4. Print and distribute approved city public notices weekly in TCV.
5. Allow timely retrieval and filing of submissions through ADTECH or local TCV office personnel.
6. Provide accurate billing and accounting of legal notice submissions.

All listed major components of service shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

EXHIBIT B

PAYMENT

Billing by What's Happening's Tri-City Voice (TCV) and, by extension, its subcontractor The Daily Journal Corporation include:

- 1. Accurate and itemized billing through The Daily Journal Corporation.**
- 2. Instant access to billing information of all submissions through ADTECH system.**
- 3. Services related to acceptance, assemblage, typesetting, publishing and distribution of public notices included in contract rate of \$1.25 per line per column. Refer to Information Summary for column size. This is a "not to exceed" cost for performance of these services.**

Billing services shall be completed in a timely manner to complement work flow requirements of City of Newark personnel.

PROPOSAL
City Of Newark
Legal Advertising Fiscal Year 2022-2023

What's Happening, Inc./What's Happening's Tri-City Voice

Company Name/Newspaper

39737 Pasco Padre Parkway, Suite B

Address

Fremont, CA 94538

City, State and Zip Code

(510) 494-1999

Phone Number

tricityvoice@aol.com

Email Address

Cost of advertising per line per column \$ \$1.12 Column Size **1.875 inches**

Total cost of attached sample notice. \$ \$51.52

Cost for second publication of same ad (following week) \$ \$51.52

Cost to post notice on your newspaper's website Included/No Additional Cost

Day(s) of week newspaper is published Tuesdays

Required lead time for publication: 6 Days

Lead time for retractions or corrections: 4 Days

Approximate City of Newark

Circulation 4,500

Approximate total

Circulation *24,500

*** Distribution through paid subscriptions and stacks and racks (free). Complete newspaper in printed form (including archives) is available on website (www.tricityvoice.com) and mobile app TCV NEWS. Currently over 18,000 hits per day.**

LIST OF SUBVENDORS

The bidder shall list the name and address of each subvendor to whom the bidder proposes to subcontract portions of the work, as required by law.

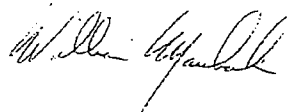
Name and Address:

The Daily Journal Corporation
915 E. First Street
Los Angeles, CA

Description of portion of work subcontracted

Billing, Typeset, Proof-read, ADTECH electronic submission and filing system

I certify that the foregoing is true and correct:

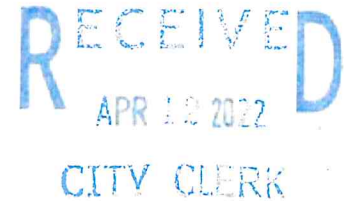


Publisher	William Marshak
_____ Authorized Signature	_____ Name Printed
Title	

EXHIBIT C
QUALIFICATIONS



April 6, 2022
Sheila Harrington, City Clerk
City of Newark
37101 Newark Blvd.
Newark, CA 94560



Dear Sheila:

I am pleased to respond to the City of Newark's Request for Proposal for Legal Advertising, Fiscal Year 2022-2023.

On April 22, 2015, a petition for adjudication of What's Happening's Tri-City Voice newspaper (TCV) was granted by Judge Evelio Grillo in Department 14, Superior Court of the State of California for the County of Alameda as a "newspaper of general circulation" for the City of Fremont, County of Alameda and State of California.

In order to accommodate and support the accurate and timely placement of public notices, The Daily Journal Corporation and its publication, The Inter-City Express has been retained to assist TCV. Through this arrangement, TCV customers also may use an electronic system that allows instant access for placing, billing and archiving public notices. Staff at the TCV office in Fremont is also available to assist with placement of legal notices.

Unlike many regional newspapers owned and operated by distant management, our newspaper continues to focus on local news. In contrast, many metropolitan newspapers are controlled by large corporations with little interest in local news and are suffering severe declines in subscriptions and readership as a result. TCV is locally owned and published with a basic philosophy of support for our community. Competition newspaper chains use a variety of methods to embellish subscription counts; audits are intermingled with other "branded" newspapers outside the area as well as digital subscriptions.

We publish our newspaper, including public notices, in its entirety on our website. Use of our public notice service has continued uninterrupted with no major problems. Municipalities, public offices and others have found the Adtech system efficient method for placing and retrieving legal notices. We have found our relationship with The Daily Journal Corporation to be beneficial for all parties. There is actually a secondary system of proof reading since this is done by The Daily Journal and TCV before notices are published.

As your local newspaper and an integral, supportive part of the Newark community, TCV would be pleased and honored to continue to represent the City of Newark.

Best Regards,

William Marshak
Publisher

39737 Paseo Padre Pkwy, Suite B
Fremont, CA 94538
(510) 494-1999



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2022

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

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

PRODUCER McDermott-Costa Co., Inc. 1045 MacArthur Blvd. San Leandro, CA 94577	CONTACT NAME: Sarah Aguilar	FAX (A/C, No): (510) 357-3230	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: saraha@mcdermottcosta.com	
INSURED What's Happening Inc. DBA Tri-City Voice Newspape 39120 Argonaut Way, #335 Fremont, CA 94538	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Massachusetts Bay Ins. Co.		22306
	INSURER B: Allmerica Financial Benefit		41840
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			ODFD92457302	05/11/2021	05/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AWFD924926	05/11/2021	05/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WDFD924588	05/11/2021	05/11/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER**CANCELLATION**City of Newark
37101 Newark Blvd
Newark, CA 94560

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AWARDING AN AGREEMENT TO, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH, *WHAT'S HAPPENING'S TRI-CITY
VOICE* FOR LEGAL ADVERTISING SERVICES FOR FISCAL
YEAR 2023

WHEREAS, the California Government Code requires that the City of Newark print legal notices in an adjudicated newspaper of general circulation or an adjudicated newspaper that is published nearest to the City; and

WHEREAS, the City issued a Request for Proposals (RFP) for legal advertising services, sent courtesy copies to the *Bay Area News Group/East Bay Times* and the *What's Happening's Tri-City Voice*, and advertised the RFP in the *Tri-City Voice* and the City website; and

Whereas, the City received one response to the RFP, by the published deadline, from the *What's Happening's Tri-City Voice*; and

WHEREAS, the City has a strong desire to provide easy and transparent access to matters affecting the community and staff recommends awarding the legal advertising agreement to the *What's Happening's Tri-City Voice* for fiscal year 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby awards the agreement for legal advertising services for Fiscal Year 2023 to *What's Happening's Tri-City Voice* and authorizes the City Manager to execute the agreement, on file with the City Clerk, and incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution supersedes previous resolutions awarding legal advertising services.



STAFF REPORT

Item D. 4.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Adopt a resolution calling and giving notice of the holding of a General Municipal Election on Tuesday, November 8, 2022, for the election of certain officers of the City of Newark

The City's next General Municipal Election will be held on November 8, 2022. A Mayor will be elected for a two-year term and two Council Members will be elected for four-year terms. Candidates may file nomination papers from July 18, 2022, through August 12, 2022. Should an incumbent fail to file, then the nomination period would extend to August 17, 2022, for that incumbent's elective office. The incumbent who did not file would not be eligible to file during the extended period.

The City has historically consolidated the local election with the Alameda County Registrar of Voters (ROV). The ROV establishes polling places, secures precinct workers, prepares sample and official ballots, provides absentee voting, and tabulates the votes. In order for the ROV to render these services, the City must adopt a resolution requesting the services of the ROV through the Alameda County Board of Supervisors.

The ROV's estimate for election services is between \$4.00 and \$6.00 per registered voter. Based on Newark's current voter registration of 24,971, the estimated cost for the election will be between \$99,884 and \$149,826, plus other publication printing, translation, and supply costs borne directly by the City. Funds to cover the services provided by the ROV and other vendors are requested in the 2022-2024 Biennial Budget, which is scheduled for City Council consideration on June 23, 2022.

Resolution No. 7400 requires the City Clerk to estimate the cost and collect the deposit for the optional Candidate Statement of Qualifications. Candidates are responsible for the actual costs associated with their Statement of Qualifications. Based on the last election, staff has estimated an approximate cost of \$400 per statement. The candidate will be refunded any overage or billed for any additional costs within 30 days of the final invoice from the ROV.

Staff recommends that the City Council, by motion, approve the estimated cost of \$400 to be paid by each candidate at the time they file their nomination papers for the Statement of Qualifications and, adopt a resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain

officers; requesting the Alameda County Board of Supervisors to consolidate the General Municipal Election with the General Election to be held on November 8, 2022; and request services of the Registrar of Voters.

Attachments

Resolution Calling Election

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS; REQUESTING THE ALAMEDA COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE GENERAL ELECTION TO BE HELD NOVEMBER 8, 2022; AND REQUESTING SERVICES OF THE REGISTRAR OF VOTERS

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the purpose of electing one Mayor for a full term of two years and two Members of the City Council for full terms of four years; and

WHEREAS, in accordance with Elections Code Section 10400, local elections which are called to be held on the same date in territory which is wholly or partially the same may be consolidated by the Registrar of Voters upon receipt of request for same from the jurisdictions involved at least 88 days prior to the date of said elections; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the General Election to be held on the same date and that within the City the precincts, polling places, and election officer of the two elections be the same, and that the Registrar of Voters of the County of Alameda canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, pursuant to Elections Code Section 10403.5 the City desires to request the County to render special services to the City with respect to the conduct of the City's Municipal Election to be held on November 8, 2022, and the County is agreeable to provide these services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby declare, determine, and order as follows:

- Section 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Newark, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing one Mayor for the full term of two years and two Members of the City Council for the full term of four years.
- Section 2: That the ballots to be used at the election shall be in the form and content as required by law.
- Section 3: That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed.

- Section 4: That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.
- Section 5: That the Board of Supervisors of the County of Alameda is hereby requested to consent and agree to the consolidation of the General Municipal Election with the General Election on Tuesday, November 8, 2022.
- Section 6: That the Alameda County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there is only one election, and only one form of ballot shall be used.
- Section 7: That the Board of Supervisors is requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.
- Section 8: That the City of Newark recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County based on the County's established consolidation rate.
- Section 9: That notice of the time and place of holding the election is given and that the City Clerk is authorized to give additional notice of the election in time, form, and manner as required by law.
- Section 10: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.
- Section 11: That the City Clerk is directed to forward a certified copy of this resolution to the Board of Supervisors of Alameda County and the Registrar of Voters of Alameda County.



STAFF REPORT

Item D. 5.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Kristopher Kokotaylo, City Attorney
SUBJECT Adopt a resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Continued Remote Teleconferenced Meetings of the Legislative Bodies of the City of Newark for the 30 Day Period Beginning June 9 Pursuant to AB 361

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to continue conducting City Council and all other City Council appointed Board and Commission meetings remotely due to health and safety concerns for the public and making related findings in compliance with AB 361 (2021).

EXECUTIVE SUMMARY

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

On September 23, 2021, the City Council made the necessary findings pursuant to AB 361 to continue to conduct virtual meetings. AB 361 requires that the City Council revisit the need to continue conducting virtual meetings every 30 days. The City Council last made the necessary findings on May 12, 2022.

Staff and the City Attorney recommend that the City Council adopt a resolution making the necessary findings pursuant to AB 361 to continue conducting virtual meetings. Absent further action of the City Council, the City's legislative bodies would need to continue in-person meetings 30 days after May 12, 2022.

BACKGROUND

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

On March 17, 2020, the City Council adopted a Resolution ratifying the proclamation of a local state of emergency by the Director of Emergency Services due to COVID-19.

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

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

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

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

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

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

DISCUSSION/ANALYSIS

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

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing;
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

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

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

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

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

FISCAL IMPACT

There is no direct fiscal impact of adopting this Resolution.

REVIEW AND APPROVAL

Prepared by – Kristopher J. Kokotaylo, City Attorney

Approved by – David J. Benoun, City Manager

Attachments

AB 361 Resolution June

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING CONTINUED REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF NEWARK FOR THE 30 DAY PERIOD BEGINNING JUNE 9 PURSUANT TO AB 361

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The above recitals are true and correct, and incorporated into this Resolution.
2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following continued findings:
 - a) The City Council has reconsidered the circumstances of the state of emergency; and
 - b) The state of emergency, as declared by the Governor and City Council, continues to directly impact the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
 - c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19, state and local officials continue to recommend wearing masks and physical distancing under certain circumstances, and as a result of the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. City Council and City's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.
4. The City Council will revisit the need to conduct meetings remotely within 30 days of the adoption of this resolution.



STAFF REPORT

Item D. 6.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Jolie Macias, Captain
SUBJECT Waive full reading, conduct second reading by title only, and adoption of an ordinance adding Chapter 2.50, "Military Equipment Use Policy", to the Newark Municipal Code

California Assembly Bill (AB) 481 requires that Newark Police Department (NPD) seek City Council approval by ordinance prior to funding, acquiring, or using equipment defined by the law as "military equipment" and approve the Military Equipment Use Policy. At its May 26, 2022, meeting, the City Council introduced an Ordinance to add Municipal Code Chapter 2.50, Military Equipment Use Policy, in order to satisfy this requirement. A second reading of the ordinance is required.

Attachments

Copy of Draft Ordinance
Military Equipment Use Policy

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK
APPROVING AND ADOPTING A MILITARY EQUIPMENT USE POLICY AND
ADDING CHAPTER 2.50 “MILITARY EQUIPMENT USE POLICY” TO TITLE 2.
“ADMINISTRATION AND PERSONNEL” OF THE NEWARK MUNICIPAL CODE IN
COMPLIANCE WITH ASSEMBLY BILL 481**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070, *et. seq.*, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070 subdivision (c); and

WHEREAS, the Newark Police Department is in possession of certain items of equipment that may qualify as “military equipment” under Assembly Bill 481; and

WHEREAS, Assembly Bill 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy. The policy must be a document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department’s use of such equipment; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the military equipment use policy for continued or future funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations specified in Government Code Section 7071 subdivision (d); and

WHEREAS, the military equipment use policy and supporting information must, upon adoption by ordinance, thereafter be approved by the governing body by ordinance and reviewed annually; and

WHEREAS, the proposed military equipment use policy, including military equipment inventory, has been prepared by the Newark Police Department and identified as Policy 709; and

WHEREAS, Policy 709 was published on the Newark Police Department’s internet website 30 days prior to the public hearing concerning the military equipment at issue in compliance with Government Code Section 7071(b); and

WHEREAS, the Newark Police Department commenced the approval process prior to May 1, 2022, in accordance with Assembly Bill 481; and

WHEREAS, the Policy 709 was presented to City Council at a public hearing on May 26, 2022; and

WHEREAS, the Policy 709 meets the requirements of California Government Code Section 7070(d); and

WHEREAS, the City Council of the City of Newark, having received the information required under Assembly Bill 481 regarding the Newark Police Department's use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7071(d), deems it to be in the best interest of the City to approve the Newark Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth herein.

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. Determinations.

Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

1. The Newark Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
2. The Newark Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The military equipment identified in the Newark Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.
4. Prior military equipment use by the Newark Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
5. The Newark Police Department's Military Equipment Use Policy, Policy 709, setting forth the City's military equipment use policy is approved and adopted.

SECTION 3. Addition of Chapter 2.50.

Chapter 2.50, Military Equipment Use Policy, is added to the Newark Municipal Code as follows:

“Chapter 2.50 Military Equipment Use Policy.

(a) Pursuant to Government Code Section 7071(d), the City Council has made the following determinations:

- (1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- (2) The proposed military equipment use policy (“Policy”) will safeguard the public’s welfare, safety, civil rights, and civil liberties;
- (3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any); and
- (4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The Police Department has submitted a proposed Policy to the City Council identified as Newark Police Department Policy 709 and has made those documents available on the Police Department’s website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on the Police Department’s website for as long as the military equipment is available for use.

(e) The Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

(g) The City Council approves the use of the Policy identified as Newark Police Department Policy 709, and finds that it satisfies the requirements of Government Code Section 7070(d).”

SECTION 4. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CEQA.

Approval of the ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions that do not authorize any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

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.

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy applies to all members of the city of Newark Police Department.

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers, excluding police versions of standard consumer vehicles.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles (ATVs) and motorized dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

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- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Newark Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

Items deemed to be "military equipment" by Government Code § 7070 (c) are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance citizen and officer safety.

The Newark Police Department does not possess any tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use. The Newark Police Department does not participate in the Law Enforcement Support Officer (LESO) 10-33 program. The department does not currently receive or utilize surplus military equipment from the Federal government. It is the policy of the Newark Police Department to acquire and use equipment designed to enhance law enforcement's ability to ensure public safety and welfare.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment as defined by Government Code § 7070 (c) in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Newark Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting on the department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website for as long as the equipment is made for use (Government Code § 7072).

Military Equipment

- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: [Military Equipment Inventory.pdf](#)

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with the policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction, or otherwise engage in law enforcement operations within Newark shall comply with their respective military equipment use policies when rendering assistance.

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709.7 USE IN EXIGENT CIRCUMSTANCES

In exigent circumstances and with the approval of the Chief of Police or designee, the department may acquire, borrow and/or use military equipment that is not included in the military equipment inventory section of this policy.

In accordance with this section, if the department borrows, and/or uses military equipment in exigent circumstances, it must take all of the following actions.

- Make all efforts to provide written notice of the use to the City Council within fourteen (14) days, but in no event more than 30 days following commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the exigent circumstance, submit a proposed amended military equipment policy to the City Council within 90 days following the borrowing and / or use, and receive approval for continued use.
- Include the equipment in the department's next annual military equipment report.
- Department members are required to adhere to the Department's Military Equipment Procedure and all policies and procedures outlined within the Newark Police Department's Policy and Procedures Manual, regardless of jurisdiction.

709.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.9 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

Military Equipment Inventory.pdf

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Gov’t Code § 7070 (c)(1)	
Quantity Owned/Sought: 4	Lifespan: 5 years
Equipment Capabilities: Remotely piloted aerial vehicle capable of providing live and recorded video images captured from aerial positions, including images enhanced by Forward Looking Infrared (FLIR), thermal and optical zoom lenses.	
Manufacture Product Description: DJI Phantom 4 Pro (quantity 1): The Phantom 4 Pro’s camera shoots 4K/60fps at a bitrate of 100Mbps and stills up to 20-megapixels. The Flight Autonomy system adds dual rear vision sensors and two Time of Flight range imaging cameras for a total of 5 directions of obstacle sensing with a range of up to 30m in all directions. The Lightbridge HD video transmission system offers an extended maximum transmission range of 4.3mi (7km) with the ability to switch between 2.4GHz and 5.8GHz. The aircraft’s Intelligent Flight Battery also have increased capability by 520mAh to enable an extended flight time of 30 minutes. DJI Mavic 2 Enterprise (quantity 3): The Mavic 2 Enterprise Dual features a 24mm camera with a 1/2.3” 12MP sensor and FLIR thermal imaging sensor. The cameras can capture up to UHD 4K resolution video at 30fps, or thermal imaging images and temperature data. The Mavic 2 Enterprise can achieve speeds of up to 44.7 mph, and the four-cell LiPo battery provides up to 31 minutes of flight time. The Mavic 2 Enterprise Dual also supports OcuSync 2.0 video transmission system. Additionally, there are three modular accessories to include a spotlight, speaker, and beacon. The Mavic 2 Enterprise also has omnidirectional obstacle sensing.	
Purpose/Authorized Uses: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to: 1. Major collision investigations and crime scenes. 2. Search for missing persons and rescue events. 3. Natural disaster management. 4. Anytime a UAS would enhance public safety, improve operational safety, incident stabilization or incident mitigation. 5. SWAT, tactical or other public safety, fire services and life preservation missions. Only assigned personnel who have completed the required department training shall be permitted to operate any UAS during approved missions. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.	
Fiscal Impacts: DJI Phantom 4 Pro \$1500 DJI Mavic 2 Enterprise \$3350 each	
Legal/Procedural Rules Governing Use: The use of a UAV is in accordance with Newark Police Department Policy – 613 – Unmanned Aircraft Systems and FAA Regulation 14 CFR Part 107.	

It is the policy of the NPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Training Required:

Federal Aviation Administration "Part 107 – Remote Pilot License" and POST certified 24-hour Basic UAS Pilot course.

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Robotex Avatar III/ Robotex Avatar II Robot(s)- CA Gov't Code § 7070 (c)(1)	
Quantity Owned/Sought: Owned: (1) Robotex Avatar III (1) Robotex Avatar II (2)	Lifespan: 10 Years
Equipment Capabilities: Robots designed for remote handling of objects, reconnaissance missions, two-way communication, and deliver/ retrieval tasks.	
Manufacture Product Description: The Robotex Avatar III/ Robotex Avatar II are rugged, easy-to-use tactical robots that enhance the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.	
Purpose/Authorized Uses: To remotely gain visual/ audio data, deliver Crisis Negotiation Team phone, open doors, disrupt packages, and clear buildings, or for any other approved law enforcement purpose. Only to be utilized by officers who have been trained in their proper use and deployment.	
Fiscal Impacts: \$30,000 / unit	
Legal/Procedural Rules Governing Use: The use of a robot is in accordance with Newark Police Department Policy – 408– Special Weapons and Tactics. It is the policy of the NPD to utilize robots only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law. The use of an unmanned, remotely piloted, powered ground vehicle potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Post Hoc authorization is required per Penal Code § 632.	
Training Required: Specialized yearly department training via NPD SWAT Personnel.	
Other: Robotex Avatar III can be equipped with Avatar Extended Reach Manipulator Arm (\$24,000 purchase price). The Avatar III with Avatar Extended Reach Manipulator Arm was obtained through State grant funds.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Lenco Armored Rescue Vehicle (ARV) -CA Gov't Code § 7070 (c)(3)	
Quantity Owned/Sought: 1	Lifespan: ~20 years
Equipment Capabilities: The vehicle is equipped with emergency lights/sires, rotating roof hatch, electric winches, running boards, back-up camera, battering ram attachment, CS (tear gas) deployment attachment for battering ram, and spot/flood lights. The vehicle is armored with a 0.5 – 1.5” thick steel and ballistic windows rated to stop a 0.50 caliber bullet.	
Manufacture Product Description: 2004 Lenco BearCat G1 Armored Rescue Vehicle (ARV) is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G1 part of their standard operating procedure. The G1 has excellent on-road driving characteristics and maneuverability in tight urban settings.	
Purpose/Authorized Uses: The Armored Rescue Vehicle (ARV) is primarily used during critical incidents. The ARV may be used by patrol and SWAT personnel for the safe transport of personnel, to conduct high risk rescue and evacuation operations, high risk warrant service operations, dangerous high risk tactical operations, training, community engagement efforts, or any other applications deemed appropriate by the SWAT Commander, Division Commander, or Chief of Police.	
Fiscal Impacts: The cost of the ARV was approximately \$160,000. The refurbished 2004 vehicle was purchased by Newark Police Department in May of 2013 from the vendor, Lenco, on a lease agreement, which was budgeted and paid over 8 years out of the police department’s operating budget.	
Legal/Procedural Rules Governing Use: The use of the ARV may be considered a show of force and is governed by Newark Police Department Policy 300 – Use of Force and Policy 408.5.2 - Special Weapons and Tactics – Equipment. It is the policy of the Department to use the ARV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.	
Training Required: Officers are to be trained in the operation of the ARV prior to use. Training will include basic knowledge of electronic/mechanical functions on the vehicle and a driving exercise. SWAT personnel will receive advanced training and are expected to maintain a higher level of operational knowledge and expertise. Only NPD personnel who have completed training and possess a valid California Driver’s License will be authorized to drive/operate the ARV, unless a delayed deployment of an ARV would result in serious bodily injury or death.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: City of Newark- Mobile Command Vehicle (MCV) CA Gov't Code § 7070 (c)(5)	
Quantity Owned/Sought: 1	Lifespan: 25 years
Equipment Capabilities: The vehicle is capable of being used as a mobile command center, a temporary emergency operations center, for crisis negotiations, and as a dispatch center. The vehicle is capable of transporting personnel and equipment. The vehicle can be separated into two separate work areas by partitions to serve multiple functions simultaneously. The Mobile Command vehicle serves as a resource management center, rallying point for outside resources, and location for centralized and unified command.	
Manufacture Product Description: LDV Model SS28RC-10CC SO243022. The Newark Police Department Mobile Command Vehicle is an 18' dry van with a cab-to-axle length of 120". It is built on a 2019 Ford F-550 Regular Cab 2WD single rear axle gasoline chassis. 19,500-lb with rear spring suspension and hydraulic brakes. It is painted white with police graphics affixed to the sides of the vehicle.	
Purpose/Authorized Uses: To be used for critical incident callouts, as a temporary emergency operations center, as a backup dispatch center, as a crisis negotiation workspace, or for other approved law enforcement purpose. The Mobile Command vehicle serves as a resource management center, rallying point for outside resources, and location for centralized and unified command. The Mobile Command Vehicle can be used by staff who have been properly trained in the safe handling of the vehicle.	
Fiscal Impacts: Total cost of the Mobile Command Vehicle was \$211,000. \$135,000 was funded by State Grant and the remainder \$76,000 was allocated through a General Fund Budget Amendment from the 2018-2020 Biennial Budget.	
Legal/Procedural Rules Governing Use: It is the policy of the Department to use the MCV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.	
Training Required: Members of the Crisis Negotiations Team and Tactical Dispatchers receive annual training on the internal electrical system.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Patrol Rifles - Colt AR-15 ; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 30	Lifespan: 10 years
Equipment Capabilities: Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects.	
Manufacture Product Description: The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon. AR-15 style barrel lengths varying from 10.3 to 16 inches. • COLT AR-15 Carbine Patrol Rifle: 25 • Rock River Arms AR-15 Carbine Patrol Rifle: 5	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: \$1,050 each	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Officers must successfully complete a CA POST certified 16-hour tactical rifle course as well as regular department firearms training and qualifications as required by law and policy. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: M4 Style Platform Automatic SWAT Rifle; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 15	Lifespan: 10 yrs
Equipment Capabilities: Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects.	
Manufacture Product Description: • Sig Sauer SIG516 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in 5.56 caliber with flip up rear adjustable sights: 6 • Colt 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in .223 caliber with flip up rear adjustable sights: 6 • Bushmaster 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in .223 caliber with flip up rear adjustable sights: 3	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: \$2,100 each	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Only current NPD SWAT Team Members who have: 1) completed a 16 hour POST approved tactical rifle course. 2) successfully passed the NPD SWAT Rifle Qualification course and 3) enrolled in or successfully completed a POST approved Basic SWAT School course shall be authorized to utilize an M4 style platform. Users must continually display proficiency by successfully passing quarterly (4) qualification courses each calendar year. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Compact Heckler Koch Submachine Gun; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 7	Lifespan: 10 Years
Equipment Capabilities: The submachine gun is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. It is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon. It is a short-barreled weapon which allows a trained officer better control inside of structures with greater accuracy than a handgun.	
Manufacture Product Description: Heckler Koch MP5 is a submachine gun using a blowback operating system for reliability, accuracy, and ease of handling in confined spaces. The barrels are cold hammer forged with the body consisting of stamped high strength steel and modern polymers. • Heckler and Koch MP5 40cal with safe/semi/3rd burst/auto selector switch .40cal: 2 • Heckler and Koch MP5 9mm with safe/semi/3rd burst/auto selector switch 9mm: 5	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: \$3,025 per rifle	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short-barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Officers must successfully complete a CA POST certified 16-hour tactical rifle course as well as regular department firearms training and qualifications as required by law and policy. Only members that have successfully completed NPD sub gun range qualification are authorized to use these weapons.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: .308 Bolt Action Rifle – Accuracy International AE and ammo; CA Gov’t Code § 7070 (c)(10)	
Quantity Owned/Sought: 2	Lifespan: 10 years
Equipment Capabilities: The Accuracy International AE .308 rifle enables the stopping of an armed subject at a safe distance. The rifle is capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. Additionally, the rifle, paired with the scope, creates a system which will allow for a trained sniper to gather real time information through observation at safe distances.	
Manufacture Product Description: The Accuracy International AE is a bolt action rifle manufactured for precision shooting. The rifle delivers a single .308 caliber shot from a short action rifle system. The Accuracy International AE rifle delivers precision accuracy in a powerful and rugged design. Features include a 24 inch floating barrel, a 5 round capacity magazine, manual safety, synthetic stock, carbon steel barrel, a Nightforce scope and Harris bi-pod. The rifle can deliver a precise shot engaging dangerous targets out to 600 meters and can be used for information gathering and observation at safe distances.	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible. Accuracy International precision rifles are to be used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.	
Fiscal Impacts: \$5,500 each.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312 – Firearms, Policy 408 - Special Weapons and Tactics.	
Training Required: SWAT Snipers must successfully complete SWAT school. SWAT Snipers must attend a 40 hour POST approved Basic Sniper School, and regularly train and qualify with various weapons systems including the .308 bolt action Sniper rifle to maintain proficiency. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer’s training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: CS Gas systems- CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: <u>Owned:</u> (20) CTS Irritant Munitions 5230B – CS Baffled Canister Grenade <u>Sought :</u> (30) CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile (12) CTS Irritant Munitions 9430 – CS Tear Ball Grenade (12) CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister (12) CTS Irritant Munitions 6230 – CS Canister Grenade (24) CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder	Lifespan: 5 years
Equipment Capabilities: The use of CS Gas causes mucous membranes and exposed skin to become inflamed resulting in a temporary respiratory effect and discomfort	
Manufacture Product Description: CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile – Spin Stabilized, 4.1” long liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. CTS Irritant Munitions 9430 – CS Tear Ball Grenade – "Rubber – ball" style grenades that upon initiation eject a powder payload of CS into a radius surrounding the device. Tear balls are primarily used for crowd control in indoor and outdoor situations. CTS Irritant Munitions 5230B – CS Baffled Canister Grenade – Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade – Large diameter flameless grenade posing no risk of fire and discharging a large powder payload instantaneously through multiple emission ports.	

CTS Irritant Munitions 6230 – CS Canister Grenade – Pyrotechnic canister grenade emitting smoke through multiple emission ports for 30 to 40 seconds.

CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder – 40mm multi-effect munition delivering greater energy on the target with extreme accuracy and simultaneously dispersing a cloud of irritant or marking power.

Purpose/Authorized Uses:

Less lethal weapon systems may limit the escalation of conflict where employment of lethal force is prohibited or undesirable. In order to control subjects who are violent or who demonstrate the intent to be violent, tear gas may be used for crowd control, crowd dispersal or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Captain or SWAT Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary. When practicable, fire personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation if needed.

Fiscal Impacts:

CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile - **\$23.37 / unit**

CTS Irritant Munitions 9430 – CS Tear Ball Grenade - **\$ 44.49 / unit**

CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade - **\$42.35 / unit**

CTS Irritant Munitions 6230 – CS Canister Grenade - **\$27.19 / unit**

CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder - **\$26.51 / unit**

CTS Irritant Munitions 6230 – CS Canister Grenade - **\$41.93 / unit**

Legal/Procedural Rules Governing Use:

The use of this equipment is governed by Newark Police Department Policy 300 – Use of Force, Policy 308.6 Control Devices and Techniques – Tear Gas Guidelines. Policy 312.3.3 - Firearms – Shotguns, Policy 467 – First Amendment Assemblies.

Tear gas is governed by Penal Code § 22810.

Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.

Training Required:

Specialized yearly department training via a POST Certified Chemical Weapons Instructor.

Other:

CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile, CTS Irritant Munitions 5230B – CS Baffled Canister Grenade, and CTS Irritant Munitions 6230 – CS Canister Grenade only to be utilized by properly trained NPD SWAT Personnel. CTS Irritant Munitions 9430 – CS JetLite Rubber Ball Grenade, CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade, and CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder only to be utilized by properly trained NPD SWAT/ Crowd Management Team (CMT) personnel.

(3) converted shotgun with cup launcher attachment, to only be utilized in conjunction with CTS Irritant Munitions 5230B – CS Baffled Canister Grenade for deployment into a structure.

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: CTS 7290 – Flash Bang CA Gov’t Code § 7070 (c)(12)	
Quantity Owned/Sought: Owned (32)/ Sought (40)	Lifespan: 5 Years
Equipment Capabilities: The device is intended to create a diversion during critical incidents in which the device deflagrates, emitting a bright light and thunderous noise to distract potentially dangerous individuals.	
Manufacture Product Description: The CTS 7290 – Flash Bang is the standard for diversionary flash-bang devices. The 7290 produces 165-180db and 6-8 million candela of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output. The device is an ATF-controlled Class C explosive device.	
Purpose/Authorized Uses: Used during critical incidents as a diversionary device to disorient/ distract potentially dangerous individuals. Device shall only be used by officers who have been trained in their proper use and deployment. Situations for use of the device may include but are not limited to - 1) In hostage and barricaded subject situations. 2) In high-risk warrant (search/ arrest) services where there may be extreme hazards to officers. 3) During Riot/ Crowd control and civil unrest incidents 4) During other high-risk situations where their use would enhance officer safety and a tactical advantage can be obtained. 5) During training exercises or approved demonstrations.	
Fiscal Impacts: \$39.58/ CTS 7290 – Flash Bang	
Legal/Procedural Rules Governing Use: The use of flashbangs is governed by Newark Police Department Policy 300 – Use of Force and Policy 408.5.2 - Special Weapons and Tactics – Equipment. It is the policy of the NPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.	
Training Required: Specialized yearly department training via a POST Certified Noise-Flash-Diversionary Device Instructor.	
Other: CTS 7290 – Flash Bang only to be utilized by properly trained Newark Police Department Special Weapons and Tactics Team and Crowd Management Team Personnel.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Pepperball TAC-SF launcher- CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: 3	Lifespan: 10 yrs
Equipment Capabilities: The TAC-SF semi-automatic pepperball launcher can launch over 250 .68 calibre pepperball projectiles containing 2% PAVA (OC) at an approximate distance of 150 feet per air tank charge providing distance and increasing safety.	
Manufacture Product Description: Pepperball TAC-SF is a compact lightweight modular launcher constructed of glass nylon. It launches standard .68 calibre round projectiles using a high-capacity air pressure system.	
Purpose/Authorized Uses: Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel using a pepper projectile system should not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.	
Fiscal Impacts: \$1,900 each	
Legal/Procedural Rules Governing Use: Use is established under Newark Police Department Policy 308.47.2. - Control Devices and Techniques – Pepper Projectile Systems. It is the policy of the NPD to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force. Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.	
Training Required: Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device. Proficiency training shall be monitored and documented by POST certified less-lethal munitions and chemical agent instructors. All training and proficiency for control devices will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: LMT Defense 40mm Launcher with 40mm kinetic energy projectiles- CA Gov't Code § 7070 (c)(14)	
Quantity Owned/Sought: Owned: (28) Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock (180) Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round	Lifespan: 10 Years (Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock) 5 years (Defense Technology 6325- Exact Impact 40mm Standard Range Sponge Round)
Equipment Capabilities: Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Department approved kinetic projectiles are fired from 40 mm launchers.	
Manufacture Product Description: Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock – Tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The launcher will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/ sighting systems. Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round – a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.	
Purpose/Authorized Uses: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the Kinetic Energy Projectiles may include, but are not limited to: 1) Self-destructive, dangerous and/or combative individuals. 2) Riot/ Crowd control and civil unrest incidents. 3) Circumstances where a tactical advantage can be obtained. 4) Potentially vicious animals. 5) Training exercises or approved demonstrations.	
Fiscal Impacts: \$725.00/ Defense Technology 1425- 40mm LMT Tactical Single Launcher, Expandable Stock \$19.30/ Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round	
Legal/Procedural Rules Governing Use: The use of 40mm Kinetic Energy Projectiles is governed by Newark Police Department Policy 300 – Use of Force, 308.9 - Control Devices and Techniques – Kinetic Energy Projectile Guidelines and Policy 497 - First Amendment Assemblies	

Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.

Training Required:

Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device.

Proficiency training shall be monitored and documented by a certified less-lethal munitions instructor.

All training and proficiency for control devices will be documented in the officer's training file.

Other: Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD SWAT Personnel for the deployment of CTS Irritant Munitions 4330 – 40mm CS Liquid Barricade Projectile. Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD Special Weapons and Tactics Team/Crowd Management Team Personnel for the deployment of CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder.



STAFF REPORT

Item D. 7.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Art Interiano, Deputy Community Development Director
SUBJECT Adopt a resolution approving the Harbor Pointe Subdivision Escrow Agreement

RECOMMENDATION

Staff is recommending that the City Council, by resolution, authorize the City Manager to enter into an Escrow Agreement for the Housing Impact Fees related to the Harbor Pointe Subdivision.

EXECUTIVE SUMMARY

City staff is currently reviewing a project proposal located in the Bayside Newark specific plan area referred to as FMC Willow. The project includes entitlement requests that would allow a 279 unit multifamily community, revisions to the previously approved 5-acre Grand Park, 4,000 square feet of ground floor neighborhood serving retail space, 90 affordable housing units and a 1.8 acre transit station area. As part of the project, the developer would provide affordable housing units in-lieu of the required housing impact fees for both the proposed FMC Willow project and the previously approved Harbor Pointe Subdivision (formerly FMC C Parcel approved in 2018). As previously approved and as required by the municipal code, the Harbor Pointe Subdivision developer would pay approximately \$6 million in Housing Impact fees. Given that the Harbor Pointe Subdivision is currently under construction, the developer is requesting that the required Housing Impact fees be paid and then set aside in an escrow account until the city considers the FMC Willow entitlements which include an affordable housing alternate compliance agreements for both the Harbor Pointe and FMC Willow project. According to the most recent plans, if the FMC Willow project is approved it would satisfy and exceed the Housing Impact Fee Resolution 10,184 by including 90 family-oriented affordable housing units on-site. If the FMC Willow project is not approved by the city, then the Housing Impact fees related to the Harbor Pointe Subdivision will be released back the city. Approving the authorization to enter into an escrow agreement for the Harbor Pointe project would not limit the city's ability to approve, deny or establish conditions related to the FMC Willow project at a future date. It is anticipated that the FMC Willow project would be brought for consideration to the Planning Commission and City Council later this year.

BACKGROUND

The property owner of Harbor Pointe Subdivision and the developer proposing the FMC Willow project are requesting that the city enter into an escrow agreement for the Housing Impact fees related to the Harbor Pointe project. The Harbor Pointe project was approved to allow construction of 192 single-family homes on an approximately 17.4-acre site located to the west of the intersection of Hickory Street and Enterprise Drive. Model homes are currently being constructed and it is anticipated that the construction will commence for the entire subdivision shortly. The development is within Bayside Newark, an emerging neighborhood in the city. Bayside Newark, earlier known as “Dumbarton Transit Oriented Development Area”, was a planning effort initiated in the Fall of 2007 to explore potential development around the planned Newark Dumbarton Rail Station. It includes approximately 205 acres of land that previously contained various industrial, manufacturing, and chemical processing land uses since the early twentieth century.

Following the adoption of Dumbarton Transit Oriented Development (TOD) Specific Plan (Specific Plan), the area transformed from an industrial area to a prestigious residential neighborhood with developments from William Lyons Bayshores, Trumark Glassbay, Lennar Lighthouse, Senior Housing Station, Compass Bay and Bridgeway. Several homes are under construction in the neighborhood and the units are in high demand. The FMC Willow project, which includes revisions to the previously approved Grand Park, is a mixed-use development on the east side of the Grand Park and is owned by FMC Corporation. The proposed project would be sited on 22.1 acres located northwest of the intersection of Willow Street and Enterprise Drive. The proposed project would redevelop the vacant, former industrial site into a 279-unit multifamily community along with a mixed-use area of 4,000 square feet of retail and 90 multifamily affordable units, and a 1,485 square foot community building, along with approximately 1.8 acres set aside for a future transit station.

The developer of the FMC Willow project is working with USA Housing, the affordable housing developer that built the 75-unit Newark Station senior housing apartments, to develop the 90 units of affordable housing, which would be available for families.

DISCUSSION/ANALYSIS

The Harbor Pointe project was approved in 2018. Per condition (dd) of the approved resolution (Resolution 10,888), the project developer would either pay the required Housing Impact fee or provide affordable units. The FMC Willow proposal to construct affordable units aligns with the city's goal to provide inclusionary housing as discussed in the 2022-2023 Affordable Housing Work Plan.

The proposed Escrow Agreement provides a mechanism in which housing impact fees can be held in an account until a decision is made on an alternate means of compliance for the Harbor Pointe project. The escrow agreement would apply to all housing impact fees for the project, including the recently paid fees for the model homes under construction. Per the escrow agreement, once fees are deposited into an account, the city will only release the fees once the following key events have occurred:

1. The City Council approves the Harbor Pointe Affordable Housing Agreement as an alternative means of compliance for the Harbor Pointe Project in accordance with the

procedures set forth in Section 17.18.050 (meaning that the developer will construct 90 affordable housing units as an alternative to tendering affordable housing impact fees);

2. The FMC Willow affordable housing developer (USA Housing) has received approval of construction drawings for the affordable housing project;
3. The affordable housing developer shall provide evidence of casualty loss insurance applicable to the construction period of the affordable housing project; and
4. The affordable housing developer for the affordable housing project provides written evidence to the satisfaction of the City Manager of execution of a completion guaranty for the construction of the affordable housing project.

In the event that the above conditions are not satisfied by December 31, 2026, the impact fees shall be released to the city. The escrow agreement does not approve of the alternate means of compliance for housing impact fees related to the Harbor Pointe project. The decision to approve the alternate means of compliance would be considered by the city as part of the FMC Willow project.

FISCAL IMPACT

There is no fiscal impact associated with this Escrow Agreement. The agreement merely directs the fees to be placed into a deposit account until an event occurs which either releases the fees due to affordable housing units being provided or the fees are releases to the city by a date certain.

ENVIRONMENTAL REVIEW

There is no environmental impact associated with this Escrow Agreement and it is not considered a project under the California Environmental Quality Act (CEQA).

PLANNING COMMISSION

A Planning Commission meeting is not required for this item.

REVIEW AND APPROVAL

Prepared by – Art Interiano, Deputy Community Development Director

Reviewed by – Steven Turner, Community Development Director

Reviewed by – Kristopher J. Kokotaylo, Interim City Attorney

Approved by – David J. Benoun, City Manager

Attachments

Resolution Escrow Agreement

Harbor Pointe Housing Impact Fee Escrow Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN ESCROW AGREEMENT RELATED TO HOUSING
IMPACT FEES FOR HARBOR POINTE SUBDIVISION
(FORMERLY FMC C PARCEL) LOCATED IN THE BAYSIDE
NEWARK TOD SPECIFIC PLAN AREA (ASSESSOR PARCEL
NUMBERS: 537-852-1-2, 537-852-2-07 AND 537-852-2-8)

WHEREAS, Integral and Lennar previously obtained entitlements for approximately seventeen and 4/10 acres (17.4) acres of real property in the City of Newark, California, (the “Harbor Pointe Property”). The Harbor Pointe Property is currently owned by Lennar. Lennar plans to develop the Harbor Pointe Property with approximately one hundred ninety two (192) market rate dwelling units (the “Harbor Pointe Project”); and

WHEREAS, the Willow Project Owner, LLC, a Delaware limited liability company (“Willow Owner”), an affiliate of Integral, is currently seeking entitlements for the development of approximately two hundred seventy nine (279) market rate dwelling units (the “Willow Project”) on approximately seventeen and 1/10 (17.1) acres of real property in the City of Newark, California (the “Willow Property”); and

WHEREAS, Newark Municipal Code (“NMC”) Chapter 17.18 requires that developers of residential housing units pay a housing impact fee to contribute to the supply of housing for households with very low, low, and moderate incomes (the “Housing Impact Fee”). The amount of the Housing Impact Fee was established by the Newark City Council pursuant to Resolution No. 10,184; and

WHEREAS, NMC Section 17.18.050 allows a developer to provide affordable units as an alternative to paying the Housing Impact Fee, provided that the proposed alternative means of compliance is approved by the City Council in accordance with the procedures set forth in Section 17.18.050; and

WHEREAS, the Willow Owner is working with an affordable housing developer (“Affordable Housing Developer”) regarding the development of an affordable housing project on a portion of the Willow Property (the “Affordable Housing Project”); and

WHEREAS, if the City Council approves the Affordable Housing Project as an alternative means of compliance with the NMC, the Affordable Housing Project would satisfy both the Harbor Pointe Project’s and the Willow Project’s obligations under NMC Chapter 17.18; and

WHEREAS, Lennar is required to deposit into escrow the Housing Impact Fee at the time each building permit is issued for a unit in the Harbor Pointe Project. The first building permit for the Harbor Pointe Project is anticipated to be issued prior the City Council’s consideration of the Affordable Housing Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council approves the Escrow Agreement for Satisfaction of Housing Impact Fee Obligation (“Escrow Agreement”) with The Parcel C Project Owner, LLC, and Lennar Homes of California, LLC, a California limited liability company, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution including any modifications to the Escrow Agreement in a form approved by the City Attorney.

ESCROW AGREEMENT FOR SATISFACTION OF HOUSING IMPACT FEE OBLIGATION

This Escrow Agreement for Satisfaction of Housing Impact Fee Obligation (this “Agreement”) is entered into effective as of _____, 2022 (the “Effective Date”) by and among the City of Newark, a California municipal corporation (the “City”), The Parcel C Project Owner, LLC, a Delaware limited liability company (“Integral”), and Lennar Homes of California, LLC, a California limited liability company (“Lennar”). City, Integral, and Lennar are hereinafter collectively referred to as the “Parties.”

RECITALS

A. Integral and Lennar previously obtained entitlements for approximately seventeen and 4/10 acres (17.4) acres of real property in the City of Newark, California, (the “Harbor Pointe Property”). The Harbor Pointe Property is currently owned by Lennar. Lennar plans to develop the Harbor Pointe Property with approximately one hundred ninety two (192) market rate dwelling units (the “Harbor Pointe Project”).

B. The Willow Project Owner, LLC, a Delaware limited liability company (“Willow Owner”), an affiliate of Integral, is currently seeking entitlements for the development of approximately two hundred seventy nine (279) market rate dwelling units (the “Willow Project”) on approximately seventeen and 1/10 (17.1) acres of real property in the City of Newark, California (the “Willow Property”).

C. Newark Municipal Code (“NMC”) Chapter 17.18 requires that developers of residential housing units pay a housing impact fee to contribute to the supply of housing for households with very low, low, and moderate incomes (the “Housing Impact Fee”). The amount of the Housing Impact Fee was established by the Newark City Council pursuant to Resolution No. 10,184.

D. NMC Section 17.18.050 allows a developer to provide affordable units as an alternative to paying the Housing Impact Fee, provided that the proposed alternative means of compliance is approved by the City Council in accordance with the procedures set forth in Section 17.18.050.

E. The Willow Owner is working with an affordable housing developer (“Affordable Housing Developer”) regarding the development of an affordable housing project on a portion of the Willow Property (the “Affordable Housing Project”).

F. If the City Council approves the Affordable Housing Project as an alternative means of compliance with the NMC, the Affordable Housing Project would satisfy both the Harbor Pointe Project’s and the Willow Project’s obligations under NMC Chapter 17.18.

G. Lennar is required to deposit into escrow the Housing Impact Fee at the time each building permit is issued for a unit in the Harbor Pointe Project. The first building permit for the Harbor Pointe Project is anticipated to be issued prior the City Council’s consideration of the Affordable Housing Project.

H. In order to prevent delays in the construction of the Harbor Pointe Project and allow the City to consider the Affordable Housing Project, Lennar has agreed to deposit the amount of the Housing Impact Fee for the Harbor Pointe Project into an escrow account, as that amount becomes due and payable to the City. If the Affordable Housing Project is approved by the City in accordance with the requirements of this Agreement, the deposited amounts shall be returned to Lennar as provided herein.

I. The Parties desire to enter into this Agreement to establish the terms and conditions governing the deposit of the Housing Impact Fee by Lennar, which total deposit is currently estimated to be Six Million, Sixty-three Thousand, Eight Hundred and Eighteen Dollars (\$6,063,818.00), assuming an average Housing Impact Fee of Thirty-one Thousand, Five Hundred and Ninety-six Dollars (\$31,596.00)(the actual Housing Impact Fee is calculated on a square foot basis so may vary slightly).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals.

The recitals and defined terms set forth above are hereby incorporated into this Agreement.

Section 2. Deposit of Housing Impact Fee.

A. Lennar has opened, or within five (5) business days after the Effective Date shall open, an interest-bearing escrow account (the “Escrow”) maintained by First American Title Company, 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Attn: Jeanne Gould (the “Escrow Holder”). The Parties will deposit into Escrow the fully-executed Agreement, or executed counterparts thereto. The Escrow Holder shall perform all escrow services in connection with this Agreement. Lennar shall be responsible for paying all Escrow fees, costs and expenses.

B. No later than the issuance of each building permit for the Harbor Pointe Project, Lennar shall deposit the total amount of the Housing Impact Fee due for such building permit pursuant to NMC Section 17.18.050 and Resolution No. 10,184 into Escrow (as it may be increased over time, the “Deposit”). Prior to the issuance of any subsequent building permits for the Harbor Pointe Project for which the payment of the Housing Impact Fee is required, Lennar shall deposit the required Housing Impact Fee into Escrow in order to increase the amount of the Deposit. The City will not issue a building permit until it has received confirmation from the Escrow Holder (email being sufficient) that the required Housing Impact Fee has been deposited into Escrow.

C. In the event Lennar has paid any Housing Impact Fees for the Harbor Pointe Project prior to the Effective Date, within five (5) days of the Effective Date, City will deposit the amount of any such Housing Impact Fees received into Escrow and those funds shall be disbursed as provided in Section 3 hereof.

Section 3. Dispersal of Housing Impact Fee

A. The Escrow Holder shall return the Deposit, and any interest accrued thereon, in accordance with written instructions from Lennar and Integral when each of the following has occurred:

- i) The City Council approves the Affordable Housing Project as an alternative means of compliance for the Harbor Pointe Project in accordance with the procedures set forth in Section 17.18.050;
- ii) The Affordable Housing Developer has received approval of construction drawings for the Affordable Housing Project;
- (iii) The Affordable Housing Developer shall provide evidence of casualty loss insurance applicable to the construction period of the Affordable Housing Project; and
- (iv) The Affordable Housing Developer for the Affordable Housing Project provides written evidence to the satisfaction of the City Manager of execution of a completion guaranty for the construction of the Affordable Housing Project.

B. The Escrow Holder shall disburse the Deposit, and any interest accrued thereon, to the City if the conditions set forth in Section 3(A) have not been satisfied, as determined by the City in its reasonable judgment, by December 31, 2026.

C. The Escrow Holder shall disburse funds pursuant to this Section 3 upon the receipt of written direction from the City Manager of the City of Newark. The City may provide additional written escrow instructions, consistent with this Agreement, to the Escrow Holder.

Section 4. Remedies

In the event of a breach or default under this Agreement by any Party, the non-defaulting Party reserves the right to either (a) seek specific performance of this Agreement or (b) to do any of the following: (i) to waive the breach or default; or (ii) to extend the time for performance. IN NO EVENT SHALL ANY PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

Section 5. Miscellaneous

5.1 Indemnification. Lennar agrees to defend (with counsel acceptable to City), indemnify, and hold harmless the City, and its officials, officers, employees, and agents ("Indemnified Parties") from and against all claims, suits, actions, losses, and liability of every kind (collectively, "Liability") arising out of Lennar's performance of this Agreement, or any third party challenge to this Agreement, except for Liability caused by the sole negligence or intentional misconduct of the Indemnified Parties.

5.2 Attorneys' Fees. If any party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including

insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

5.3 Interpretation. This Agreement has been negotiated at arm's length and each party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting party.

5.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

5.5 Governing Law & Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California applicable to contracts made and to be performed in the state. Venue for any dispute arising out of this Agreement shall be the state or federal courts in Alameda County, California.

5.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

5.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement.

5.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, consent, approval, waiver, or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (e.g., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To City
City of Newark
37101 Newark Blvd
Newark, CA 94560
Attn: City Manager
Email: david.benoun@newark.org

To Lennar:
Lennar Homes of California, LLC
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Chad Kiltz
Telephone: (925) 327-8301
Email: chad.kiltz@lennar.com

with a copy to:

|
Lennar Homes of California, LLC
2000 Fivepoint, Suite 340
Irvine, California 92618
Attn: Laura Mask, Esq.
Phone No.: (949) 349-8021
Email: Laura.Mask@Lennar.com

and

Deverich & Gillman LLP
4 Park Plaza, Suite 520
Irvine, CA 92614
Attn: Jay W. Deverich, Esq.
Telephone: (949) 483-8602
Email: jdeverich@dglp.com

To Integral:
The Parcel C Project Owner, LLC
c/o Integral Communities
888 San Clemente, Suite 100
Newport Beach, CA 92660
Attn: C. Evan Knapp and Caren Read
Email: eknapp@integralcommunities.com
cread@integralcommunities.com

with a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Hans Van Ligten

To Escrow Holder: First American Title Company
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
Attn: Jeanne Gould
E-Mail: jagould@firstam.com

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable.

5.9 Waivers. Any waiver by any party shall be in writing. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission.

5.10 Signatures/Counterparts. This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. The parties may also deliver executed copies of this Agreement to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Agreement. At the request of either party, the parties will confirm signatures by signing and delivering an original document..

5.11 Representation on Authority of Parties. Each Party executing this Agreement represents and warrants to the other Party that the person signing on behalf of the executing Party is duly authorized and has legal capacity to execute and deliver this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

LENNAR:

Lennar Homes of California, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

INTEGRAL:

The Parcel C Project Owner, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC,
a California limited liability company
Its Managing Member

By: C. Evan Knapp

Name: C. Evan Knapp

Title: Authorized Representative

CITY:

City of Newark,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

LENNAR:

Lennar Homes of California, LLC,
a California limited liability company

By: 

Name: Chad Kiftz

Title: Vice President

INTEGRAL:

The Parcel C Project Owner, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC,
a California limited liability company
Its Managing Member

By: _____

Name: _____

Title: _____

CITY:

City of Newark,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received a fully executed copy of this Agreement and agrees to be bound by and perform the terms hereof as such terms apply to the Escrow Holder. Escrow Holder shall date and execute this Acceptance and promptly deliver one copy to each of the Parties for attachment to their executed copy of the Agreement.

DATE: _____, 2022

“Escrow Holder”

First American Title Company

By: _____

Name: _____

Title: _____

Escrow No. _____



STAFF REPORT

Item D. 8.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Michael Carmen, Assistant Engineer
SUBJECT Adopt a resolution accepting work with American Asphalt Repair and Resurfacing Co., Inc. for 2021 Park Pathways Resurfacing for ADA Access, Project 1295

RECOMMENDATION

Staff recommends that the City Council, by resolution, accept the work with American Asphalt Repair and Resurfacing Co., Inc. for 2021 Park Pathways Resurfacing for ADA Access, Project 1295.

EXECUTIVE SUMMARY

2021 Park Pathways Resurfacing for ADA Access, Project 1295 was completed within an acceptable time and within the original budget that includes use of all construction contingency originally allocated for the project. Staff recommends that the City Council formally accept the work.

BACKGROUND

Pursuant to Resolution No. 11,203, adopted May 27, 2021, the City Council awarded a contract to American Asphalt Repair and Resurfacing Co., Inc. for 2021 Park Pathways Resurfacing for ADA Access, Project 1295. The overall project scope of work included rehabilitating damaged park pathways at Musick Park, Mirabeau Park, Civic Center Park, Birch Grove Park, and Sportsfield Park. In addition, the project repaired damaged asphalt pavement within the Silliman Center parking lot, replaced damaged sidewalk adjacent to Musick Park and Mirabeau Park, and upgraded curb ramps at the intersections adjacent to Mirabeau Park in compliance with current ADA standards.

DISCUSSION/ANALYSIS

Staff has reviewed and inspected the entire scope of work which has now been satisfactorily completed in accordance with the approved project plans and specifications and all applicable standards. Pursuant to the State of California Public Contract Code, formal acceptance of the work by the City Council is now recommended.

FISCAL IMPACT

On May 27, 2021, the City Council awarded a contract in the amount of \$255,812.50 to American Asphalt Repair and Resurfacing Co., Inc. Staff also recommended including a construction contingency in the amount of \$26,224.03 which brought the recommended allocation for the project to \$282,036.53.

The project was completed within original budget, including use of all construction contingency originally allocated for the project, using Community Development Block Grant (CDBG) funding provided by the U.S. Department of Housing and Urban Development (HUD).

REVIEW AND APPROVAL

Prepared by – Michael Carmen, Assistant Civil Engineer

Reviewed by – Jayson Imai, Assistant City Engineer

Reviewed by – Soren Fajeau, Public Works Director

Reviewed by – Kristopher J. Kokotaylo, Interim City Attorney

Approved by – David J. Benoun, City Manager

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE WORK WITH AMERICAN
ASPHALT REPAIR AND RESURFACING CO., INC. FOR 2021
PARK PATHWAYS RESURFACING FOR ADA ACCESS,
PROJECT 1295

WHEREAS, the City of Newark entered into a contract with American Asphalt Repair and Resurfacing Co., Inc. pursuant to Resolution No. 11,203, adopted May 27, 2021, for 2021 Park Pathways Resurfacing for ADA Access, Project 1295, in the City of Newark; and

WHEREAS, American Asphalt Repair and Resurfacing Co., Inc. has successfully completed the improvements for 2021 Park Pathways Resurfacing for ADA Access, Project 1295, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby accept the improvements for 2021 Park Pathways Resurfacing for ADA Access, Project 1295.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the release of bonds guaranteeing completion of the work.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the filing of a Notice of Completion with the Office of the County Recorder of Alameda County, California.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City to issue payment including the release of a final retention payment to American Asphalt Repair and Resurfacing Co. for the completion of 2021 Park Pathways Resurfacing for ADA Access, Project 1295, pursuant to the contract.



STAFF REPORT

Item F. 1.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Gina Anderson, Chief of Police
SUBJECT Presentation by Police Chief Anderson on crime statistics in the City of Newark for 2021

With a focus on enhancing community relationships and the facilitation of transparency and community trust, the 2021 Newark Police Department Annual Report is a summary of the policing activities in the City throughout calendar year 2021. Included in this presentation is a comparison of property crimes, persons crimes and traffic collisions for years 2018 - 2021 as well as current Police Department initiatives.

Attachments

Presentation



Newark Police Department

June 9, 2022



2021 Annual Report

Gina L. Anderson | Chief of Police



MESSAGE FROM THE CHIEF

June 9, 2022



On behalf of the brave men and women of the Newark Police Department, I am pleased to present our 2021 Annual Crime Report.

We continue to focus on employing innovative strategies to address increases in crime and community safety issues, including, directed enforcement, educational programs, and modern technology.

We look forward to continuing this for our trend in 2022 as we strive to improve the quality of life in Newark and enhance our partnerships with the community.



NEWARK POLICE DEPARTMENT

June 9, 2022

MISSION

To provide professional public safety services in partnership with our community.

VISION

A commitment to our community and employees to improve quality of life through proactive and innovative public safety services.



Packet Page 112



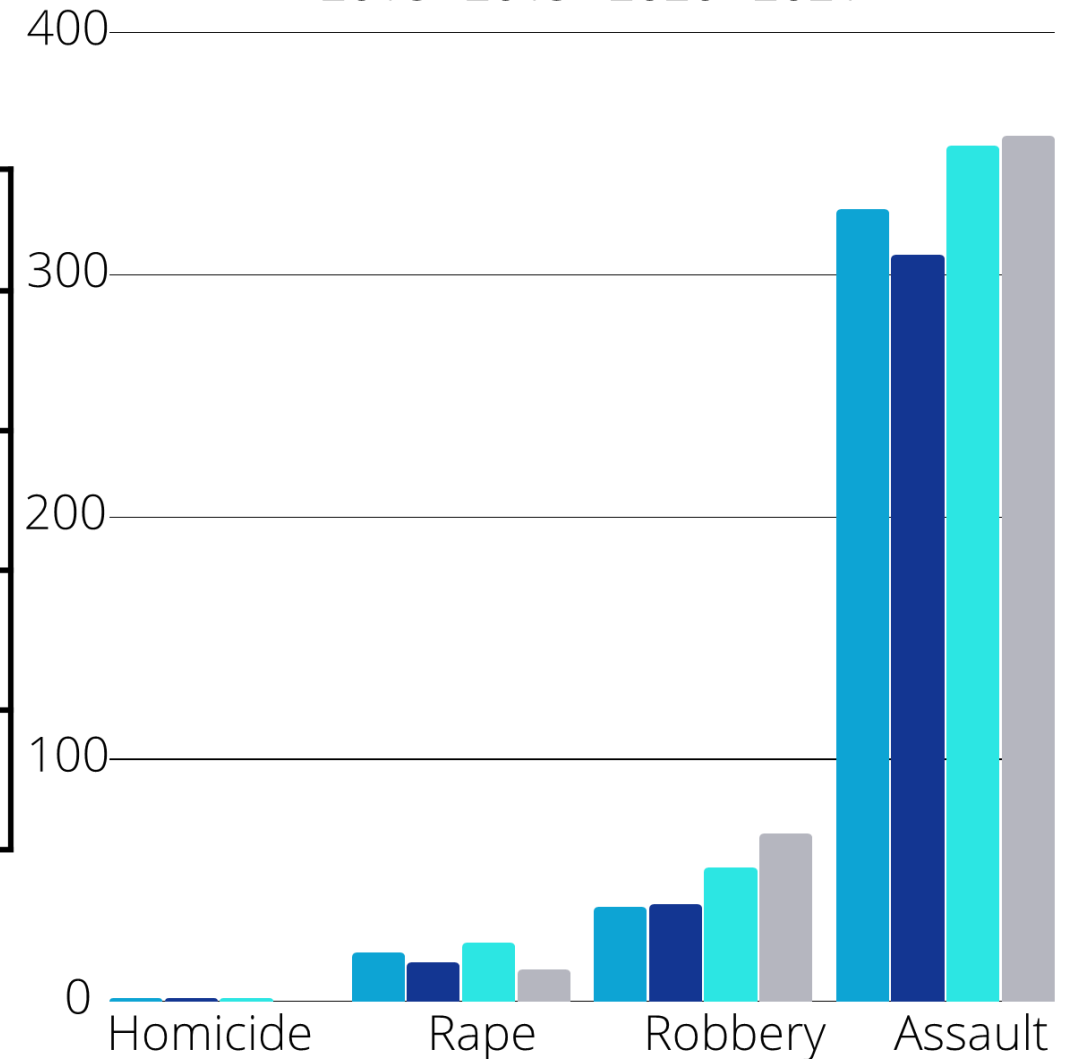


PERSON CRIMES

June 9, 2022

■ 2018 ■ 2019 ■ 2020 ■ 2021

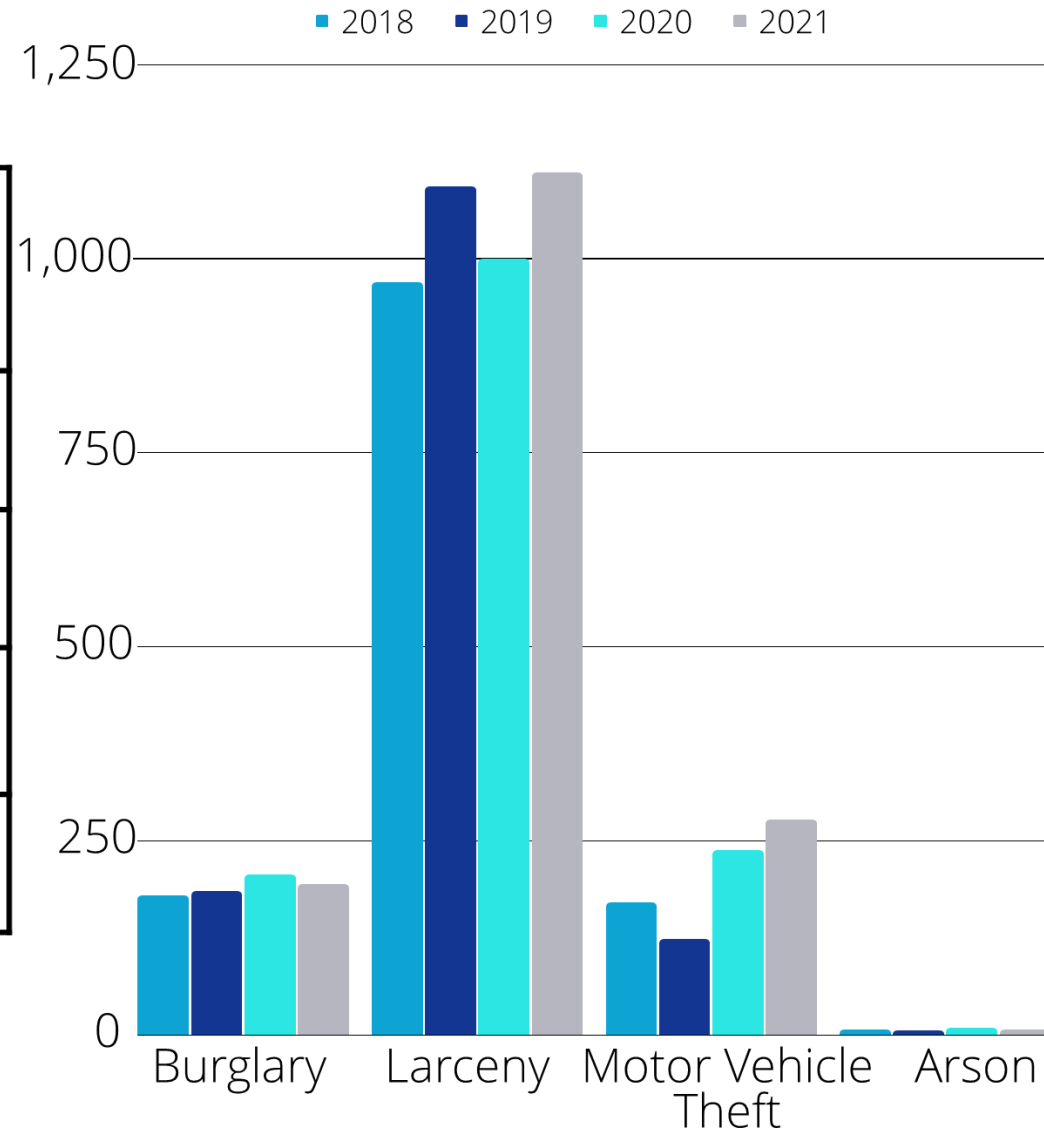
	2018	2019	2020	2021	2020 vs 2021
Homicide	1	1	1	0	-100%
Rape	20	16	24	13	-45.83%
Robbery	39	40	55	69	25.45%
Assault	327	308	353	357	1.13%





PROPERTY CRIMES

June 9, 2022



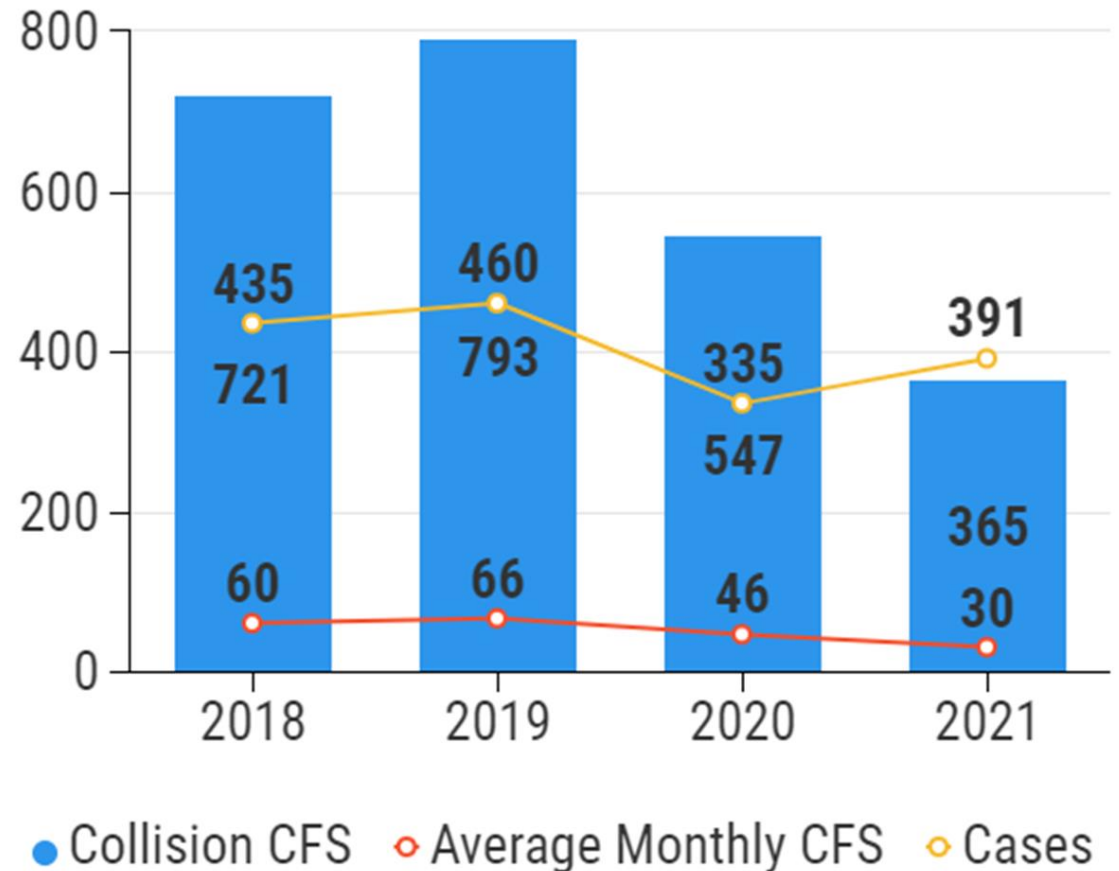
	2018	2019	2020	2021	2020 vs 2021
Burglary	179	185	206	194	-5.82%
Larceny	969	1093	1000	1,110	11%
Motor Vehicle Theft	170	123	238	277	16.39%
Arson	7	6	9	7	-22.22%



COLLISION CALLS FOR SERVICE (CFS)

June 9, 2022

- Decline in yearly collision calls for service since 2020
- Decline in monthly average since 2020
- In 2021 –
 - 391 total collision cases taken
 - 245 non-injury collisions
 - 146 injury collisions
 - 3 fatal collisions
 - 9 major injury collisions
 - 134 minor injury collisions
 - 40 DUI involved collisions



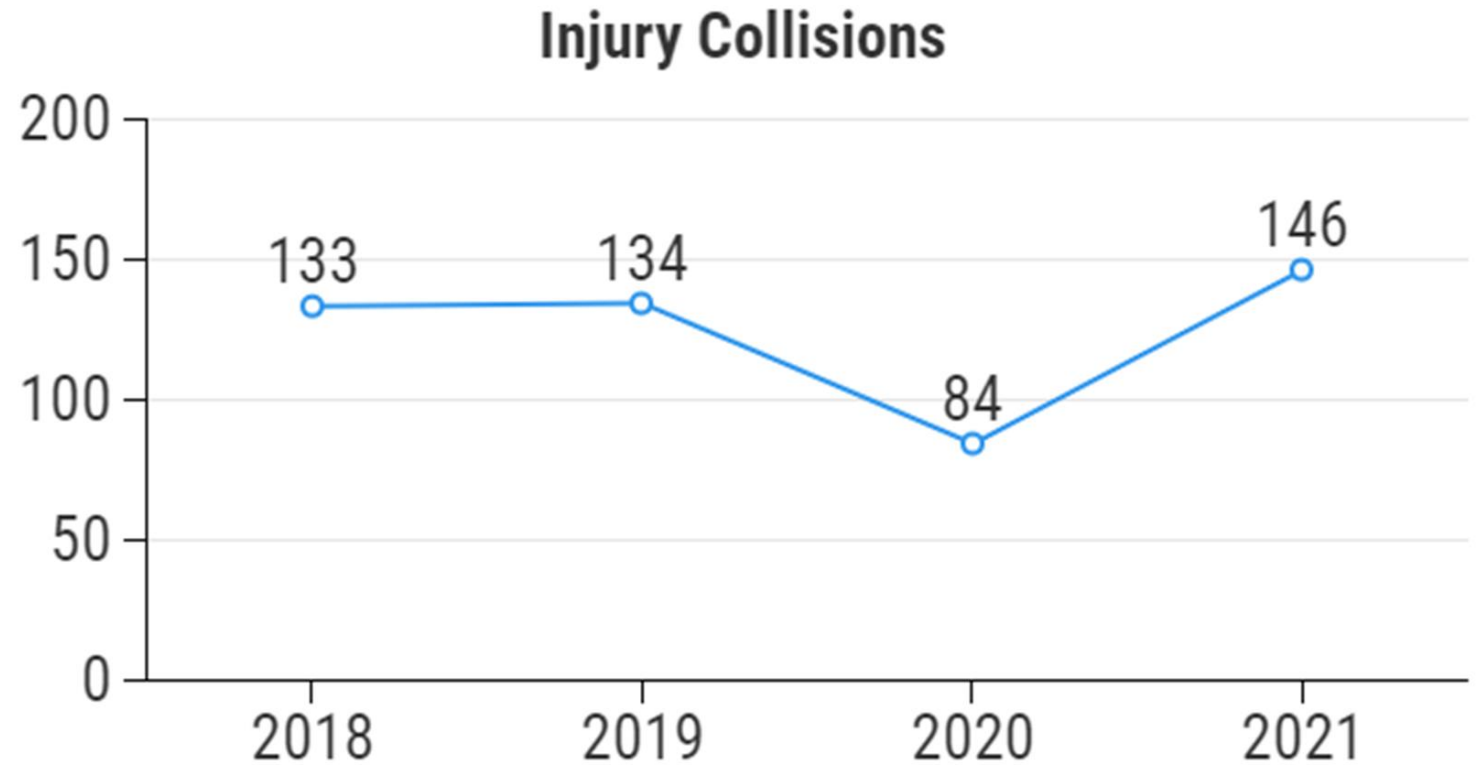


INJURY COLLISIONS

June 9, 2022

In 2021, 146 injury collisions:

- 3 fatal collisions
- 9 major injury collisions
- 134 minor injury collisions





FATALITIES

June 9, 2022

YEAR	FATALITIES
2018	3
2019	3
2020	2
2021	3

2021

TOTAL FIELD INCIDENTS

33,205

- Calls for Service 22,217
- Proactive Calls 10,988

ANIMAL RELATED CALLS

1,197

- Animals Dropped Off to Shelter

235

DISPATCH

- Emergency Calls 13,754
- Incoming Calls 65,593
Answered Within
15 Seconds
- 911 99.3%
- Business 98.84%
- All Other 98.97%

RECORDS

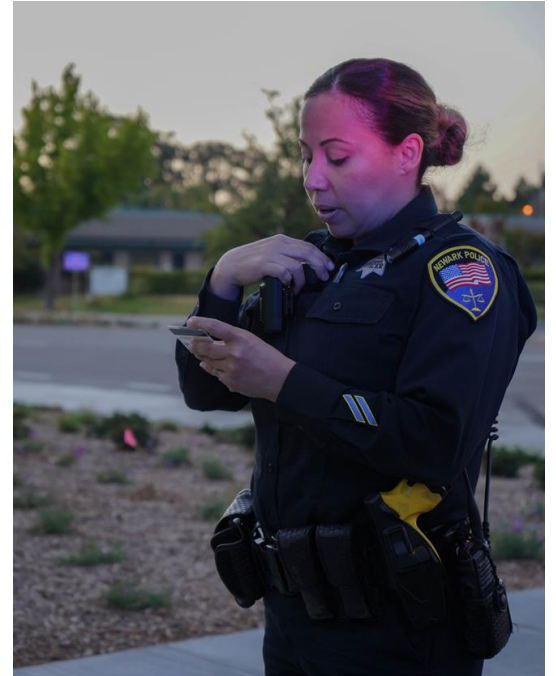
- Cases Processed 4,465
- Cases sent to DA 713
- Patrons helped in our lobby 699



REGIONAL PARTNERSHIPS

June 9, 2022

- **MAJOR CRIMES TASK FORCE**
- **SILICON VALLEY REGIONAL COMPUTER FORENSICS LABORATORY**
(OPERATED BY FBI)
- **NEWARK UNIFIED SCHOOL DISTRICT**
- **CATT TEAM**
- **SAFE ALTERNATIVES TO VIOLENT ENVIRONMENTS (S.A.V.E)**





NEWARK POLICE DEPARTMENT

June 9, 2022

AUTHORIZED PERSONNEL

- Sworn 58
- Professional Staff 33

NEW HIRES FILLING VACANCIES

- Police Officers 2
- Dispatchers 2
- Police Service Aide 1

DEMOGRAPHICS

- Bilingual Employees 18
 - Spanish 14
 - Farsi 1
 - Khmer 1
 - Vietnamese 1
 - Mandarin 1
- Female Employees 41%
 - Sworn 29%
- Male Employees 59%
 - Sworn 71%

LEADERSHIP DEVELOPMENTS

- Captain 1
(Internal promotion)
- Lieutenant 2
(Internal promotion)
- Sergeant 2
(Internal promotion)
- Acting Sergeant 3
(2/3 promoted)

TRAINING UNIT

- POST Perishable skills program training (i.e. Range Qualifications)
- Use of Force Scenarios
- CIT
- Procedural Justice
- Arrest Control - Artemis Self Defense Team Tactics
- RIPA (Racial and Identity Profiling Act)
- Tactical Communication
- CIBRS (California Incident-Based Reporting)
- POST Crisis Intervention



COMMUNITY ENGAGEMENT: SURVEY

June 9, 2022

The City conducted a community survey allowing our citizens to voice their concerns and provide suggestions as to how we could improve police services as well as the relationship between the community and law enforcement

Overall, 92% approval rating

Concerns included: Street racing, sideshow activity, traffic enforcement, illegal fireworks, home & car burglaries, package theft, homelessness



COMMUNITY ENGAGEMENT: VOLUNTEERS

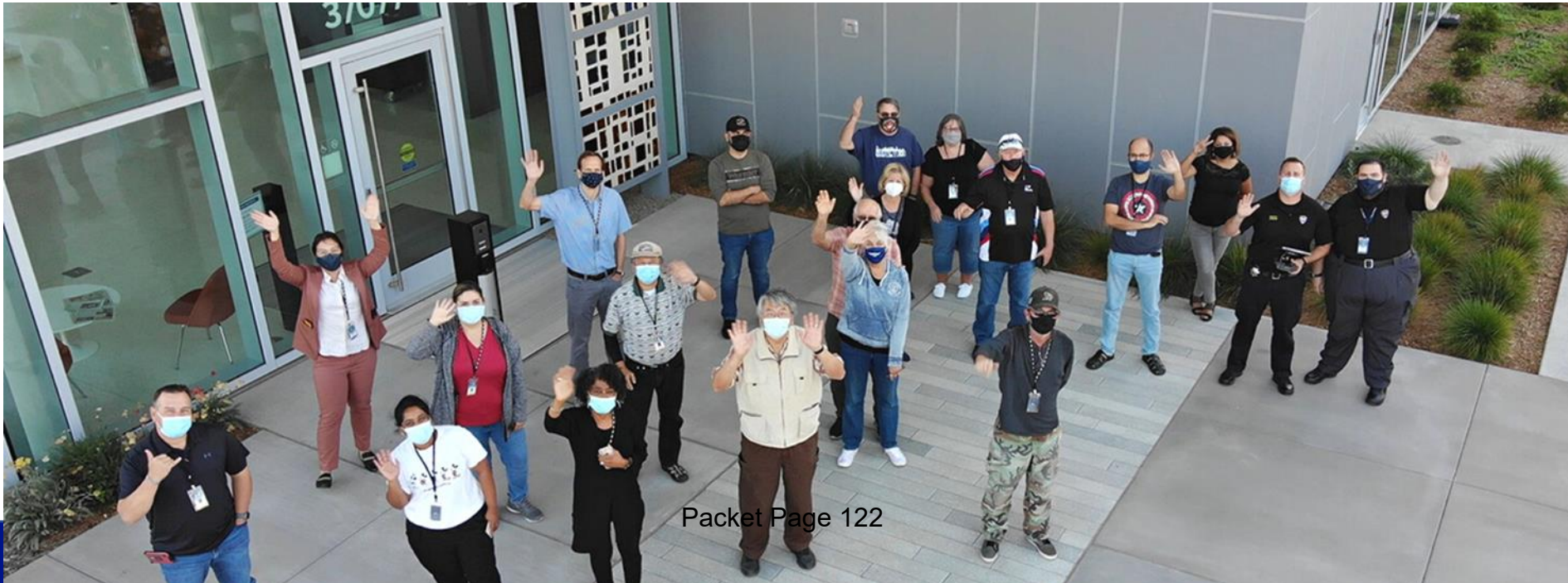
June 9, 2022

**NEIGHBORHOOD
WATCH MEETING -
VIRTUAL (7)**

**ADA PARKING
COMPLIANCE**

**MERCHANT WATCH
WEBINARS -
VIRTUAL (2)**

**GRAFFITI
ABATEMENT**





COMMUNITY ENGAGEMENT EVENTS

June 9, 2022

- **Demystifying the Hiring Process Public Safety Dispatcher**
- **Lunar New Year Event partnered w/ Newark Recreation (drive-thru)**
- **Family Day in the Car partnered w/ Newark Recreation (drive-thru)**





COMMUNITY ENGAGEMENT EVENTS

June 9, 2022



- **Easter Event partnered w/ Newark Recreation (drive-thru)**
- **Document Shredding Event (x2)**
- **Special Olympics Torch Run (returned in person)**
- **Citizen's Police Academy**



COMMUNITY ENGAGEMENT EVENTS

June 9, 2022



**Detectives Joyce Wang,
Andrew Musantry &
Steven Losier continued
collaborative efforts with
SAVE and CALICO to collect
gifts for those in need
with a Holiday Toy Drive**

- **National Night Out**
- **Pink Patch Event**
- **Faith & Blue (x2)**
- **Donated 235 turkeys to
Viola Blythe w/ staff
donations**

- **Safety Tip Presentation
for Adult School**
 - **Tree Lighting**
- **AC Alert Sign up, Safety
Tip & Craft Table**

QUESTIONS

NEWARK POLICE DEPARTMENT





STAFF REPORT

Item F. 2.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Jolie Macias, Captain
SUBJECT Adopt resolutions authorizing the City Manager to enter into single source subscription agreements with 1) Peregrine Technologies, Inc. in the amount not to exceed \$300,000 for real time data analysis and visualization software and 2) Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed \$164,500, and approving budget appropriations for both agreements

RECOMMENDATION

Staff recommends that the City Council, by resolutions, authorize the City Manager, or designee, to enter into two separate complementary subscription service agreements with technology vendors Peregrine Technologies, Inc. ("Peregrine") and Flock Group, Inc. ("Flock"). The agreements consist of a sole source subscription agreement with Peregrine in the amount of \$300,000 payable in three annual payments of \$100,000 and a separate sole source subscription agreement with Flock in the amount of \$164,500, payable in the amount of \$112,000 for years one and two, plus \$52,500 for year three.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve two complementary subscription service agreements with technology vendors. The first is a three-year agreement with Flock to provide 20 Automatic License Plate Reading/Car Shape Recognition cameras ("ALPR") for strategic placement within the City limits. Data collected by the Flock system can be seamlessly integrated with the separately procured Peregrine solution to produce immediate logical and relational alerts on previous offenses committed as well as warnings on potential offenses in progress to which police can be dispatched. The total 3-year cost of the Flock Safety solution is \$164,500, with years one and two paid up front (\$59,500 + \$52,500 = \$112,000) and \$52,500 for year three.

The second technology subscription is a three-year agreement with Peregrine Technologies to provide a real-time data analysis and visualization software system that integrates a range of Newark's current and evolving information capture and storage technologies. The Peregrine platform will provide a single point of access to view and analyze large-scale and real time data from various sources, which would quickly determine factual relationships among the data that would normally take weeks to establish thereby enhancing situational awareness and officer safety. The total 3-year cost of utilizing the Peregrine solution is \$300,000 (\$100,000 annually).

BACKGROUND

Although not alone, the City of Newark has seen a significant rise in crime since the beginning of the COVID-19 Pandemic. Prior to 2020, substantial attention was rightfully focused on the reduction of auto burglary. In 2019, Newark experienced a record high in the number of auto burglaries, which reached 471. The entire region suffered from these increased crimes, which drew the attention of then-Assemblymember Kansen Chu. As a result, Assemblymember Chu ultimately endorsed Newark and surrounding cities to receive grant funding from the State in 2019. Staff began exploring how to use the grant funds through technology solutions to support investigations, an educational social media campaign, and staff entered into a joint agency agreement to allocate funds for a Regional Fencing Initiative Crime Analyst hosted by the District Attorney's Office. This effort was primarily geared toward the reduction of property crime. In addition to an increase in many property crimes, unfortunately the pandemic brought an increase in some violent crime against persons.

Notable violent crime increases were seen in the offenses of robbery and carjacking. It is important to illustrate that robbery differentiates from burglary in that it is a crime against a person where property is taken by force or threat of force. Carjacking differentiates from vehicle theft in that a victim is present during the violent theft of a vehicle. From 2019 to 2021, the City of Newark experienced a 71% increase in robberies:

Year	2019	2020	2021
Robberies	35	49	60
Carjacking	3	9	7

There was a 200% increase in carjackings from 2019 to 2020. Officers and detectives worked tirelessly to identify, and the District Attorney's Office ultimately charged, multiple suspects associated with robbery crews that were targeting the region. These efforts were in coordination with multiple allied agencies that shared resources and technology data from vehicles and person associations. Newark's detectives have been grateful for the assistance of our surrounding agencies who regularly shared technology resources, such as ALPR camera data, to provide investigative leads and corroborating suspect information to assist with solving Newark cases.

Auto burglary numbers dipped from 2019 to 2020 and then increased in 2021. More notably, overall increases in stolen vehicles and catalytic converter thefts occurred during the same time frame.

Year	2019	2020	2021
Auto Burglary	471	293	359
Vehicle Theft	124	225	307
Catalytic Converter Theft	23	132	275

The last crime trend that is important to mention is commercial burglary. Our local retail businesses have suffered shattered windows and various monetary loss. The comparisons between years 2019 through 2021 have been relatively consistent, however there was a major surge that began in November 2021 and continues to the present. The statistics below summarize the commercial burglary trends for the past three years:

Year	2019	2020	2021
Commercial Burglary	168	166	152

The commercial burglary total for 2022 through present is a total of 152. This is an average of 30 commercial burglaries per month, which is on pace to reach 360 for the year without a significant disruption in this trend. A review of all arrests made for the crimes listed above (robbery, carjacking, burglary, vehicle theft, and catalytic converter theft) dating back to 2019 through present revealed that 70% of all suspects arrested for these crimes were not Newark residents. This was a factor considered for the recommended placement of ALPR cameras.

Staff has conducted a series of outreach meetings virtually and in person with property managers/owners and merchants across the City to discuss strategies to address the commercial burglary issue. Crime trends, case success stories, suspicious activity reporting tips, merchant watch information, and Crime Prevention through Environmental Design recommendations have been presented by Newark PD Detectives and the Community Engagement Manager. During these meetings, overwhelming support was heard for the consideration of ALPR camera technology throughout the City to help reduce crime in major retail areas. Several shopping center property managers have installed surveillance cameras in their parking lots and have been extremely cooperative in providing valuable evidence for police investigations.

The rise in crime has been felt across the entire state of California. On May 13, 2022, Governor Gavin Newsom announced that his office would fund a project to install high definition, closed-circuit cameras on freeways at 50 locations across Alameda, Contra Costa, Los Angeles, and Orange County freeways. The cameras will be a part of a \$13 million pilot program to bolster police efforts to combat a severe spike in shootings and other violent crime on freeways. In the East Bay, the cameras will be installed starting in the fall of 2022 and will be placed at intersections along I-580 and I-880.

Related to the increase in crime, the COVID-19 Pandemic brought challenges through legislative changes such as the adoption of zero bail for most misdemeanor and felony offenses. Instead of booking an arrestee in jail, citations were issued for most offenses. To navigate the challenges of reduced incarcerations and an overall increase in crime, the police department developed an Intelligence-Led Policing Committee in early 2021. In addition to evaluating crime trends, the committee helped to identify and evaluate potential technology solutions that could aid in crime reduction and improve quality of life for our community. After researching and viewing many technology tools available in the marketplace, Peregrine and Flock both stood out as unique and

complementary solutions.

DISCUSSION/ANALYSIS

FLOCK

For over a decade, Automated License Plate Reader (ALPR) technology has been commonly used by police agencies throughout the country and locally by many agencies in Alameda County to locate stolen vehicles and solve other crimes where an automobile has been involved. During this time, ALPR technology has become less cost prohibitive while the technology has continued to improve with an increased capability beyond just scanning license plates. Police Department staff consider ALPR cameras instrumental in effectively responding to and investigating criminal activity. Staff have used ALPR resources from neighboring jurisdictions to successfully solve Newark crimes. ALPR technology enhances criminal investigations by providing investigators with data such as vehicle type, make, color, and plate information to include temporary and paper plates on vehicles entering and leaving the City of Newark. ALPR systems alert law enforcement to stolen or wanted vehicles. In addition, a well-advertised program may serve to deter crime from occurring.

Newark Police Department first deployed mobile vehicle mounted ALPR technology in 2011. There are 2 patrols vehicles in service with mounted ALPR cameras, however both are currently non-operational. The vendor has been difficult to respond to repair and upgrade needs. Poor customer service has been a frustration for staff to address various hardware and software updates for both vehicle-mounted and fixed-mounted ALPR cameras currently in service. In 2017, three V5 fixed-mounted ALPR cameras were placed at Newpark Mall entrances and one camera was deployed to capture vehicles associated with illegal dumping in front of the Viola Blythe Community Services Center at Ash Street Park. All V5 cameras are currently non-operational with repair requests sent to the vendor. These requests have been acknowledged and continue to be unaddressed. A trailer-mounted ALPR was added in 2019 and is still in use.

LEGAL CONSIDERATIONS

Flock ALPR data is anonymous and does not contain any personal information. The registered owner of a vehicle is not known by the ALPR system, nor can it be obtained through the ALPR system. The federal Driver's Privacy Protection Act (DPPA) requires that law enforcement have a permissible purpose for connecting an anonymous license plate number to a registered owner through the Department of Motor Vehicles. Flock ALPR data is not shared with the U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Patrol (CPB) and is not used for immigration or traffic enforcement. The California Values Act (SB 34) was passed in 2015 to protect privacy and immigrant safety by prohibiting law enforcement agencies from sharing license plate and personal information for immigration enforcement with federal agencies.

All ALPR data collected from cameras located within the City of Newark would belong to the City/Police Department, is encrypted and securely stored, and is retained by

Flock for only 30 days. To reinforce the parameters of SB 34, all users that access the Flock camera system must acknowledge a disclaimer that outlines this state law. All authorized users go through training to use the system and must enter reason codes to verify the legitimacy of the search and create an audit trail. Additionally, the Flock ALPR Transparency Portal, an optional free feature, is available for all law enforcement customers as a public-facing dashboard to share policies and usage to promote transparency and accountability in the use of policing technology.

FLOCK DEPLOYMENT PLAN

The Flock ALPR system is a proposed deployment of cameras in specific locations throughout the City to provide greater coverage of ingress and egress points to enhance law enforcement investigations. The Flock system would include 20 cameras that would capture date, time, and location of vehicle license plates (state, partial, paper, and no plate), and capture vehicle details (shape, type, color). Flock Safety ALPR cameras capture images of the license plate and a portion of the associated vehicle and do not record video. The ALPR cameras would be positioned to capture the objective data from a public right of way through an image of the rear of the vehicle only and not data or images of occupant(s) of the vehicle. This data is then compared with a national law enforcement Criminal Justice Information Services (CJIS) database to determine if the vehicle is stolen, associated to a missing person, or wanted as evidence in a serious felony investigation. If a match is made, the Flock Safety system immediately provides a mobile notification alert to the officers' in-vehicle Mobile Dispatch Computer (MDC) with the vehicle information and last captured ALPR location. The system captures still images only and no streaming video or audio clips.

Flock has presented a functional and effective plan to deploy ALPR cameras throughout the City. The Flock program is an all-inclusive model for deploying ALPR cameras. They are the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock camera. Machine vision is the technology that analyzes vehicle image analytics other than registration data. Other ALPR manufacturers would require the City to purchase the equipment and a service plan, where Flock charges an annual flat lease fee per camera of \$2,500. Each camera is wireless, free of infrastructure setup, and has the option for solar or direct power access. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection.

Flock's ALPR technology is being successfully utilized by more than 600 police departments across the United States. Local cities include Livermore, Atherton, Benicia, Pittsburgh, Piedmont, San Ramon, San Leandro, Vallejo, Napa, Concord, Walnut Creek, Hercules, and the Town of Danville.

In addition, the following City of Newark residential homeowners' associations utilize Flock ALPR cameras: Glass Bay, Sanctuary Village, and Civic Terrace Homeowners Association.

PEREGRINE

Law enforcement today and in the foreseeable future faces a rapidly shifting landscape, with challenges on every front. Recruitment and staffing challenges have stressed the importance of working more efficiently. Unlike employees of larger municipalities, Newark Police staff are required to specialize in a variety of areas and have a multitude of responsibilities. Time is often the most precious commodity when it comes to accomplishing tasks and conducting police investigations. Success in meeting those challenges demand policing strategies that leverage advanced technologies that promote workflow efficiencies. The Newark Police Department's mission statement places value on creative, innovative, and proactive policing strategies to enhance public safety and quality of life.

The Police Department uses many complex hardware and software-based technologies to conduct day-to-day field and support services operations. As the utilization of these different technologies has increased, so has the demand for increased police accountability and transparency by responding to Public Records Act requests, subpoenas, and the public demand for meaningful fact-based information related to policing (i.e., personnel records, training records, body worn camera data, community engagement communications, resource deployment, crime trends, policies and procedures, use of force data). Data from these systems is collected and stored electronically in a variety of different applications and through multiple databases. Each database has different login features which often require the user to use one database at a time. Currently, the Police Department does not have a single solution for conducting searches across all these databases. To a large degree, the process of analyzing the data and producing meaningful reports is still done manually, which is time-consuming and therefore inefficient and costly.

Peregrine provides a powerful, unique solution that allows these searches to be conducted from one single dashboard. Staff will benefit from the integration of Computer Aided Dispatch (CAD), new and archived Records Management Systems (RMS), automated license plate reader information, Alameda County geographical information system (GIS) maps, and cross-agency data sharing through signed Memorandums of Understanding. Searches can be conducted extremely efficiently from one single dashboard without the need to log in and out of each system with an ability to generate intelligence analysis and reports across all the integrated systems.

While Peregrine is a relatively young company (founded in 2017), its founder and engineers have significant expertise in technology and service. Peregrine differed from other vendors with its comprehensive technology capabilities, of not just real time operations, but significant functionality in investigative resources and crime analytics. Peregrine offers a unique deployment plan which involves embedding a Peregrine engineer within the client agency through completion of the project. In addition, a team of engineers will focus on integration and security, while the support team will ensure Newark personnel have all operational and training needs met. Peregrine Technologies stated that they would work with Newark PD staff to ensure the smooth operation of real time capabilities to meet our goals of visualizing all events, data, and resources in

one place. This will increase situational awareness and officer safety, as well as enhance our intelligence-led policing philosophy by using technology to reduce crime and address community issues.

It is essential to note that the Peregrine visualization software provides a secure, interoperable, Criminal Justice Information System (CJIS)-compliant platform. It maintains policies and procedures for storing, handling, and transmitting data. Taking into consideration increased public expectations related to accountability, the platform tracks user action and has full audit capability, thus enabling organizations to ensure privacy, transparency, and proper use of data.

Peregrine Technologies software has been deployed in 9 public safety agencies across the United States. Contra Costa County has been in contract with Peregrine since 2018. Currently, the cities of Fremont, Livermore, San Pablo, Pittsburg, Pinole, Richmond, Antioch, and Hercules are using Peregrine Technologies' for data integration, advanced search functions, powerful analytics, secure information sharing and collaboration, and electronic filing of criminal cases.

While Peregrine adds value through the integration of and report generation from the many disparate systems including the Sunridge RIMS Computer Aided Dispatch (CAD) and Records Management System (RMS), GIS map layers, shared cross agency data, significantly more data value can be realized with the Automated License Plate Reader (ALPR) solution offered by Flock.

FISCAL IMPACT

Pursuant to the City's purchasing rules, bidding regulations may be waived when there is only one documented and verified vendor for the product or service. This is the case for both Peregrine and Flock. Sole source letters are attached.

The total cost for these two products is \$464,500, payable over 3 years.

The total cost of the Peregrine software contract is \$300,000 paid at the rate of \$100,000 per year. Staff recommends payment for the first year come from the Major Crimes Task Force funds, which are funds that are re-appropriated from previous budgets and are therefore already included in the proposed 2022-2024 Biennial Budget. Staff further recommends appropriating the remaining balance of \$200,000 using funds received from the State with the assistance of former Assemblymember Chu (Fund 234).

The Flock Safety agreement is a two-year contract with an option for a third year. The two-year cost is \$112,000 and the cost for the third year option is \$52,500, for a total cost of \$164,500. Staff recommends using the funds received from the State (Fund 234) to pay for this contract.

Below is a total table showing the total cost of these two products.

Vendor/Item	Year 1	Year 2	Year 3	Total Commitment
Peregrine	\$100,000	\$100,000	\$100,000	\$300,000
Flock	\$112,000 (2 yrs of service)		\$52,500	\$164,500
Total	\$212,000		\$152,500	\$464,500

REVIEW AND APPROVAL

Prepared by – Jolie Macias, Police Captain

Reviewed by – Gina Anderson, Police Chief

Reviewed by – Kristopher J. Kokotaylo, Interim City Attorney

Approved by – David J. Benoun, City Manager

Attachments

Sole Source Letter for Flock Safety ALPR Cameras

Sole Source Letter for Peregrine Technologies

Quote Flock Safety

Peregrine Technologies Proposal

Flock Resolution

Resolution Peregrine

Presentation

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using out patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Privacy controls to enable certain vehicles to "opt-out" of being captured
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation

Thank you,



Garrett Langley
CEO, Flock Safety



May 24, 2022

Newark Police Department
Captain Jolie Macias
37101 Newark Blvd,
Newark, CA 94560

Thank you for your agencies interest in Peregrine. There are several key factors Peregrine provides that we believe your agency will find justify a sole source procurement.

Peregrine offers a centralized hosted platform that connects via proprietary integrations to Newark Police Departments existing data systems. These systems including, but are not limited to: Sunridge Systems RIMS CAD, Sunridge Systems RIMS RMS, ArcGIS, and Flock Safety ALPR. Peregrine's proven track history and ability to develop proprietary world class integrations ensure a vendor agnostic approach to integration for Newark Police Department today and into the future as the agency evolves or grows with new data systems. Peregrine's proprietary integrations are CJIS compliant and leverage existing agency active directory user permissions. This proprietary integration allows Newark Police Department to avoid redundancy in user permissions management and retain the highest integrity to data security.

Once data is integrated Peregrine's dynamic ontology facilitates data comprehension to previously uncharted depths. Peregrine offers several exclusive analytics through proprietary algorithms enabling Newark Police Department to immediately surface connections between previously disparate data sources. With all data centrally located staff can now receive real-time notification and collaboration on all agency source systems. Peregrine alerting technology can notify specific users if a specific data source entity was viewed, downloaded, renamed, shared, or if data was added or removed. It is important to note, Peregrine does not create additional data. Our proprietary software purely integrates, models, sorts, visualizes, and reports existing data in groundbreaking ways.

With Peregrine's integrations, ontology, and granular security permissions in a class of its own comes the unique ability to collaborate between agencies. Peregrine is already deployed in neighboring agencies in Alameda County including Fremont Police Department and Livermore Police Department enabling data sharing once a memorandum of understanding (MOU) is established between each agency. This is critically important to avoid redundancy of technology when other agencies have existing resources available that can be securely shared to Newark Police Department at no additional cost.

Thank you

flock safety

Created Date 5/26/2022

Expiration Date 6/30/2022

Quote Number 00001907

Prepared By Kyle Egkan

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Phone 7144690389

Email jolie.macias@newark.org

Email kyle.egkan@flocksafety.com

Bill To Name CA - Newark PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Infrastructure-free (solar power + LTE), license plate recognition camera with Vehicle Fingerprint™ technology + machine learning software and real-time alerts for unlimited users	\$2,500.00	\$2,500.00	20.00	\$50,000.00
Flock Safety Advanced Search <25 Falcons	Software upgrade designed to unlock more investigative leads and build stronger cases with less information. Advanced Search includes Convoy Analysis, Multi Geo Search, Visual Search, and Cradlepoint Integration for Automatic Vehicle Location (AVL).	\$2,500.00	\$2,500.00	1.00	\$2,500.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	20.00	\$7,000.00

Total Price \$59,500.00

Recurring Total \$52,500.00



Proposal Presented to the Newark Police Department

Peregrine Technologies, Inc.

May 2nd, 2022

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Executive Summary

The Newark Police Department (NPD) is seeking cutting-edge technology solutions to enhance decision making and operations by harnessing the power of its existing data assets. Peregrine Technologies, Inc. ("Peregrine") is pleased to provide the following proposal to the NPD to help meet this goal through our Peregrine software platform ("the Peregrine platform," "the platform"). Through outcome-driven use cases, the Peregrine platform can help the NPD improve decision making and operations, realize efficiency gains, and enable cross-agency sharing.

Peregrine provides a software platform that will enable the NPD to make faster, more precise, and more informed decisions using this data. To enable rapid deployment and value, Peregrine proposes a two-phased approach to the NPD.

Phase 1: Data Search and Analysis – In Phase 1, the Peregrine implementation team will configure the Peregrine platform to deliver high-value use cases for investigations, analysis and reporting, and situational and operational awareness.

- **Scope:** As part of Phase 1, Peregrine will integrate NPD's computer-aided-dispatch (CAD) data, record management system (RMS) data, city GIS layers, and Flock automated license plate readers (ALPR) cameras; set up and configure the Peregrine platform (including the platform's full suite of data search, analysis, visualization, reporting, and sharing capabilities); provide user training and support services; and enable cross-agency data sharing (through a signed Memorandum of Understanding [MOU] between the agencies).
- **Cost:** The proposed cost for Phase 1 is \$100,000 per year for three (3) years with two (2) additional option years, totaling \$500,000. Phase 1 can commence immediately once a contract is signed with data integrated in less than one (1) month and users trained and on the platform in less than two (2) months.

Please see pages 6 and 7 for detailed implementation and pricing information.

Phase 2: Real-time Operations – In Phase 2, the Peregrine implementation team will configure the Peregrine platform to: enable real-time crime center type operations at the NPD; support electronically filing cases with the district attorney; and provide access to video footage from NPD camera systems. Please note that purchase of Phase 1 use cases does not obligate NPD to purchase Phase 2 use cases.

- **Scope:** Phase 2 will need to be further scoped to ensure NPD's needs are met and could potentially include the Peregrine mobile application.
- **Cost:** Upon further scoping, Peregrine will provide a quote for use cases associated with Phase 2.

Providing Value for the Newark Police Department

In Phase 1, Peregrine's platform will accelerate the NPD's progress against specific strategic priorities, including enhancing investigations to rapidly advance and solve cases; quickly and accurately develop actionable analysis and reports; and furthering the department's ability to maintain full situational and operational awareness.

- **Investigations:** Within the Peregrine platform, NPD detectives will be able to quickly search for data across systems (including those from partner agencies through an MOU) to quickly surface all information relevant to a case. Using the platform's user-friendly analysis tools, detectives can quickly identify relationships between people and cases, revealing connections previously hidden across data systems. With all relevant data at their fingertips and user-friendly tools at their disposal, investigators will be able to solve cases more quickly and reach conclusions with greater confidence.
- **Analysis and reporting:** Using the Peregrine platform, NPD analysts will have one system to power their workflows. Rather than signing on to multiple systems—switching between CAD, RMS, Flock cameras, etc.—they sign into one system for all the data they need. With an MOU in place, analysts can also search partner data seamlessly. The platform's intuitive point-and-click tools makes it easy to visualize data (e.g., on an interactive geospatial map or through a configurable timeline), surface hidden crime trends, and report on those trends.

- **Situational and operational awareness:** The Peregrine platform will ensure all personnel across the NPD have the information they need to work more effectively and efficiently by maintaining situational awareness. When officers start their shift, they can use the Peregrine platform to quickly get up to speed on what happened since their last shift. Personnel from across the department can set up notifications so they're made aware of relevant cases at an appropriate cadence (e.g., immediately, daily, weekly, etc.) and through the appropriate medium (e.g., SMS, email).

By deploying the Peregrine platform against the above use cases—and use cases part of Phase 2—NPD can:

- **Realize efficiency gains:** The time of NPD analysts, detectives, and other personnel is incredibly scarce; NPD's technology partners must provide capabilities that free NPD personnel from unnecessary tasks and allow them to focus on applying their skills in expertise in, for example, investigation, analysis, problem solving, and decision making. Peregrine's platform streamlines and automates the process of getting the right data into the hands of those who need it. This means NPD personnel spend less time manually integrating and wrestling with disparate data and spend more time solving cases, developing insights, surfacing trends, and improving operations.
- **Promote cross-agency sharing:** With MOUs between NPD and its partner agencies, the Peregrine platform enables seamless data sharing in a high secure and collaborative environment. Crime is not bound to a jurisdiction; the Peregrine platform ensures data isn't, either. As a cross-agency data sharing solution, the Peregrine platform allows analysts, detectives, and other personnel to share data in a way that helps all agencies better serve their communities.
- **Deliver transparency:** The NPD holds itself to demanding ethical standards to build and maintain trust with the Newark community. Peregrine's platform can help strengthen and bring data-backed rigor to internal review and accountability strategies and enable secure, transparent collaboration and communication between the NPD, city manager, other law enforcement partners, and the community. The Peregrine platform is fully CJIS compliant and supports the highest standards for privacy and civil liberties (PCL).

Our Software

Peregrine provides a secure, interoperable, CJIS-compliant software platform that empowers organizations to make faster, more precise, and more informed decisions in real time. Our platform integrates and transforms data of any type, from any source, at any scale to make it immediately useful to users of any level of technical background. Peregrine does not bring to nor create any new data for its customers—our platform integrates existing data and then makes it available to end users within a single platform.

The platform provides intuitive user interfaces that enable personnel to efficiently leverage data across a variety of use cases, including:

- agency-wide search and information retrieval
- operational and situational awareness
- alerting and notifications
- multiple types of analysis, including geospatial, temporal, and link chart
- investigations
- executive reporting, dashboarding, and requests for information
- secure collaboration within and across departments
- transparency and community engagement

Peregrine for the Newark Police Department

Our Background

Peregrine was founded in 2017 with the goal of empowering organizations like the NPD to make data-driven decisions in real time. The Peregrine team has decades of experience building enterprise software alongside government and non-government entities. We are based in San Francisco, California and have partnered closely with several Bay Area police departments to bring cutting-edge technologies to vital public servants while recognizing and respecting the critical security, privacy, and transparency principles that communities demand from government agencies.

Our professional support team has extensive experience working directly with officers, analysts, investigators, administrative personnel, executive staff, and senior leaders.

The Peregrine Platform

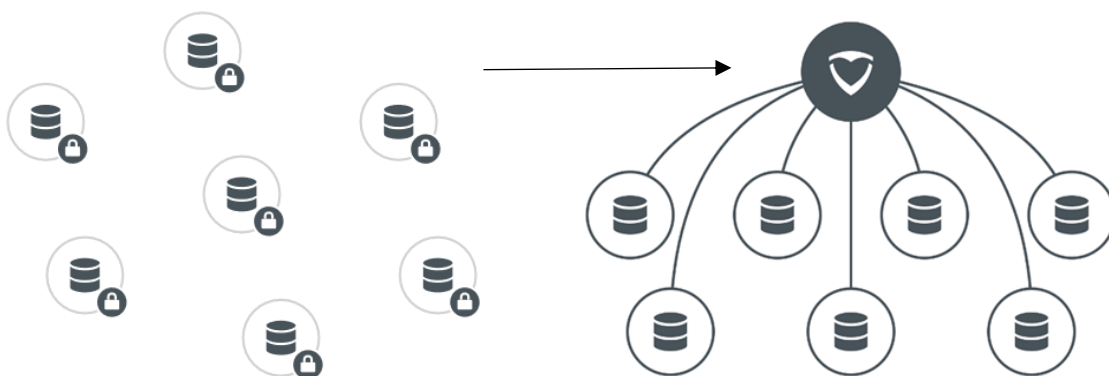
To deliver on the above use cases, Peregrine proposes deployment of the Peregrine platform, a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from customer-defined data sources. We designed the Peregrine platform with police departments in mind, making it uniquely suited to the needs of the NPD. The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform creates an extremely efficient method for turning large amounts of raw data into actionable information. Peregrine does not bring to nor create any new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

DATA INTEGRATION & MODELING

The NPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously illuminate actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.

As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the NPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the NPD's underlying data systems. Most often we find that an agency's data needs are fundamentally dynamic, but the systems that hold the data are static; Peregrine's data model responds dynamically to changes so that the NPD can power its operations through the Peregrine platform even as its technology infrastructure and operational needs evolve.



SEARCH & INFORMATION RETRIEVAL



Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Users can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing users with a wide range of skillsets and at a variety of technical levels to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. Users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

EXPLORATION, VISUALIZATION, & REPORTING TOOLS

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable users to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Users can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. For more information about some of the platform's analysis tools, please see Appendix A: Select Data Analysis Tools.



PERMISSION-BASED COLLABORATION & SHARING

The Peregrine platform provides features for secure collaboration and sharing that will enable the NPD to build deeper, trusting partnerships with local and regional stakeholders, including with city leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing organizations to share information with their partners in a deliberate, precise, and auditable manner. For more information on the platform's auditing capabilities, please see Appendix B: Privacy, Civil Liberties & Security.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

PRIVACY, CIVIL LIBERTIES, & SECURITY AS A FIRST-ORDER PRIORITY

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are ingrained in the back-end data integration tools and the front-end applications of Peregrine's platform. These features enable our platform to provide outsized value at agencies like the NPD that operate inside a closed network with stringent data security requirements.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

For more information, please see Appendix B: Privacy, Civil Liberties & Security.

OPENNESS & INTEROPERABILITY

Openness and interoperability are non-negotiable features for modern organizations. The Peregrine platform was designed for complete system interoperability and supports the integration of any type, format, or volume of data, including data from existing NPD systems.

We have extensive experience integrating RMS (e.g., RIMS), CAD systems (e.g., RIMS), body-worn cameras and evidence capture devices (e.g., Vievu), geospatial tools (e.g., Esri), ALPR (e.g. Flock), GPS location data, real-time sensor data, case management systems, evidence management systems, arrest records, search warrant data, subpoenaed data, and unstructured data such as documents, imagery, and video repositories.

Peregrine is also deployed with a suite of powerful Application Programming Interfaces (APIs) that allow the NPD to automatically move data back and forth between its many software investments.

The Peregrine Delivery & Implementation Program

We engage with each of our partners through a firm-fixed-price annual software license agreement. That license includes all needed support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of top software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will partner closely with the NPD to provide use case development, data modeling, data integration, training curriculums, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed and adopted for its intended purpose and generates outsized value for users.

Solution timeline. Peregrine’s modern data transformation technologies allow our software platform to come online in days or weeks as opposed to months or years. Once deployed, the NPD’s new data system investments can be rapidly integrated and old data systems can be sunset without losing legacy data.

Implementation model. Phase 1 of the Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days. The Peregrine implementation team will work closely with NPD to scope Phase 2 of the implementation.

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	1. Determine priority order of use groups and data integrations, to include integration of CAD data, RMS data, city GIS layers, and Flock ALPR 2. Facilitate access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Configure permission controls 3. Ingest, integrate, transform, model, and validate data sources 4. Introduce platform to the first set of users 5. Work with NPD to set up MOUs with other agencies 6. Conduct 30-day steering committee review
3 –Workflows and Analytics	Month 2	1. Initiate user training 2. Set up secure, cross-agency data sharing 3. Develop and implement user and team-specific workflows 4. Conduct 60-day steering committee review
4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify Phase 2 scoping 4. Conduct 90-day steering committee review (quarterly thereafter)

Project Cost

PLATFORM PRICING IN PHASE 1

Based on our understanding of the NPD's needs for Phase 1, Peregrine proposes a firm-fixed-price software license fee of \$100,000 per year. The standard implementation fee of \$150,000 will be waived with a multi-year commitment. This firm-fixed-price license includes all ongoing support, data integration maintenance, workflow development, and user training to ensure that the NPD receives outsized impact from its deployment of Peregrine's software platform. Peregrine does not charge for travel or other miscellaneous expenses.

Thus, the total for years one (1) through three (3), under Phase 1 of this proposal, shall not exceed \$300,000, due to Peregrine in three (3) annual payments of \$100,000 with an option to extend two (2) additional years for a five (5)-year contract not-to-exceed \$500,000.

The initial payments shall be due net 30 days from receipt of invoice.

Newark Police Department – Detailed Cost Schedule Phase 1	
Software Licensing – other than or in addition to annual subscription	Not applicable
Up-Front Implementation – training, user adoption, workflow development, initial installation, data conversion, integration, modeling, etc.	~~\$150,000~~ (waived)
Annual Subscription, Five (5) Years – includes operating and maintenance, support, data conversion, data integrations to meet project objectives	
Year One	\$100,000
Year Two	\$100,000
Year Three	\$100,000
Year Four (optional)	\$100,000
Year Five (optional)	\$100,000

Please note that the above pricing is related to the Phase 1 scope. Phase 2 scope and pricing will be decided in the future depending on the needs of the NPD. Additionally, the pricing outlined above is based on Peregrine's current understanding of the NPD's anticipated scope of work and objectives and may change. Please note that purchase of Phase 1 use cases does not obligate NPD to purchase Phase 2 use cases.

The above licenses for Peregrine's software can be procured directly through an existing, pre-competed contract with the city of Fremont, CA. The Peregrine platform was selected by Fremont after full and open competition. The awarded contract includes a provision allowing other California government entities to utilize this contract vehicle without the need for additional competitive procedures.

Appendix A: Select Data Analysis Tools

Interactive Map. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.



Network Graph. The platform's Network graph aids in the discovery and visualization of connections between otherwise disconnected data. The Network allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.



Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Peregrine is also delivered with extensive **tabular analysis tools and a variety of other analytical capabilities.** Receive additional information on Peregrine analysis tools by reaching out to the Peregrine support team.

Appendix B: Privacy, Civil Liberties & Security

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are engrained in the back-end data integration tools and the front-end applications of Peregrine's platform.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

Granular Data Security, Access, and Usage Controls

The Peregrine platform's access and usage control capabilities allow organizations with stringent security requirements to share information with their partners in a deliberate, precise, and auditable manner while preventing unauthorized or inappropriate use of sensitive data.

To accomplish that, the Peregrine platform's security model delivers precision data-handling and multi-level security capabilities that support several vital data security and privacy protections. The platform enables users with multiple and varying access permissions to interact appropriately with data in real-time, seeing only data they are authorized to see and using or sharing it only in ways for which they have authorization.

The Peregrine platform easily integrates with any existing single sign-on provider, ensuring users have a familiar, secure sign-on experience and administrators maintain single-source control over access to multiple applications within the network. The Peregrine platform is out-of-the-box compatible and easy to integrate with most identity providers, including ADFS, Okta, and PingFederate.

Auditability and Logging of User Actions

Peregrine logs all user actions that take place within the platform and maintains granular, permissioned audit trails that allow agency administrators to review and analyze all user activity. This provides organizations with comprehensive visibility, simplifies the enforcement of policies and procedures, and enhances internal reviews and investigations.

In each of these areas the Peregrine platform improves on legacy systems, which are often opaque, lack security, and are cumbersome to audit. The platform thus enables organizations to meet rising public expectations for accountability, privacy, transparency, and proper use of data.

Continuous Security and CJIS Compliance

Peregrine maintains CJIS-compliant policies and procedures for securely storing, handling, and transmitting data. By default, our platform encrypts all data both in transit and at rest and uses secure, government-accredited cloud hosting infrastructure (AWS GovCloud). Peregrine adheres to FIPS 140-2 cryptographic standards.

Peregrine provides modern as-a-service delivery and modernization of its software platform. This means that customers receive regular updates, performance improvements, bug fixes, and security patches on a continuous basis with little to no downtime or systemwide effects.

Testing standards deployed by Peregrine meet industry frameworks such as Microsoft SLDC and are designed to remediate vulnerabilities and security risks.

Appendix C: Peregrine Software License Agreement Terms and Conditions

These Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to you (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s web and iOS mobile applications that assist Users with criminal investigations and police leadership decision making. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1 Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form (“**Onboarding and Training Services**”), and (iii) telephone and standard technical support to Customer during normal business hours (“**Technical Support**”). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2 Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services

and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an “**SOW**,” and such services, the “**Professional Services**”). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

2.3 Access and Policies. Customer will permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer’s facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer’s production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4 Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Services hereunder. Peregrine shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

2.5 Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

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

3. Use of Service.

3.1 Users. Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; and (d) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.3 Use Restrictions. Customer shall use the Service solely for its internal business purposes in accordance

with this Agreement. Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.5 Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.6 Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

4. Fees & Payment.

4.1 Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs.

4.2 Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3 Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Peregrine Technology. The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "**Peregrine Technology**"). Peregrine

owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, “Peregrine Technology” does not include Customer Data.

5.2 License Grant. Peregrine grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicenseable right to access and use the Service, and to permit the number and type of Users specified on the Order Form the right to access and use the Service during the terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

5.3 License Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service or Peregrine Technology; (b) create Internet “links” to or from the Service, or “frame” or “mirror” any content forming part of the Service, other than on Customer’s own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Peregrine Technology, or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

6. Data Access, Sharing and Security.

6.1 Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer’s usage of the Service (e.g., frequency of logins) (“**Peregrine Insights**”) and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users (“**Aggregated Data**”) for Peregrine’s internal business purposes and to operate and improve Peregrine’s proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2 CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements.

6.3 Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner’s retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine’s applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

7. Confidentiality.

7.1 Definition of Confidential Information. The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing

plans, technology and technical information, product designs, and business processes.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3 Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4 California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, AND WITHOUT LIMITING PEREGRINE'S OBLIGATIONS SPECIFIED IN THIS AGREEMENT, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1 General Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection

with Peregrine's negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

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

10. Limitation of Liability.

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2 Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination. Notwithstanding the foregoing, if Customer terminates the Agreement

pursuant to this Section 11.2 Peregrine will refund pro-rata share of Service Fee.

11.3 Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1 Insurance. Peregrine shall maintain the insurance coverages described in the attached document entitled, "City of Newark – Insurance Requirements: Professional Services Contractors."

12.2 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3 Conflict of Interest. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Peregrine shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

12.4 Peregrine's Books and Records. Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

12.5 Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.6 Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995),

DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.7 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8 Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10 Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Alameda County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11 Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR AUTOMATED LICENSE PLATE READERS IN AN AMOUNT NOT TO EXCEED \$164,500; AUTHORIZING A SINGLE-SOURCE EXEMPTION TO THE CITY'S FORMAL BIDDING REQUIREMENTS; AND APPROVING A BUDGET APPROPRIATION OF \$164,500

WHEREAS, the City of Newark has been committed to enhancing technology within the police department that enables staff to provide a higher quality level of service and increased public safety; and

WHEREAS, critical to the police function is investigation of crime and identification of responsible parties; and

WHEREAS, the police department has a need for enhanced investigative capabilities to bring resolution to more cases; and

WHEREAS, the police department has a need to operate efficiently and effectively through the implementation of technology; and

WHEREAS, providing the police department the ability to upgrade its current automated license plate reader ("ALPR") system will enable the police department to enhance its capabilities and more efficiently provide essential services; and

WHEREAS, Flock Group, Inc. is the sole developer and manufacturer of the ALPR product sought; and

WHEREAS, pursuant to the City of Newark Purchasing Rules and Regulations, Section 10.b, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of subscription services from Flock Group, Inc., finds and declares, as set forth below, and as required by the Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the necessary equipment as required by the City, and therefore there is no comparable competitive product for which a competitive bid could be provided; and
2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product; or,

3. It is practically impossible to obtain what is required through the formal bidding process, because, as stated above, multiple competitive bids for the desired product cannot be obtained; or
4. The product sought or a significant portion thereof is the subject of a patent and cannot be purchased from any source other than the holder of the patent; and

WHEREAS, as described above in this Resolution, this proposed agreement with the Flock Group, Inc. is exempt from formal bidding as a sole-source exemption.

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 execute an agreement, in a form approved by the City Attorney, with Flock Group, Inc., in the not-to-exceed amount of \$164,500, for the procurement of ALPRs.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves a total appropriation of \$164,500 for the purchase of ALPRs from Flock Group, Inc. (\$164,500 for three years) which will be funded by the Budget Act of 2019 Grant Funds (Fund 234):

From:	<u>Description</u>	<u>Account</u>	<u>Amount</u>
	Transfer Out from Budget Act of 2019	234.00.000.000.9999	\$164,500
To:	<u>Description</u>	<u>Account</u>	<u>Amount</u>
	Flock Contractual Services	110.30.032.320.6221	\$164,500

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to take all actions necessary to effectuate the intent of this Resolution.

5117004.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR REAL-TIME DATA ANALYSIS AND VISUALIZATION SOFTWARE IN AN AMOUNT NOT TO EXCEED \$300,000; AUTHORIZING A SINGLE-SOURCE EXEMPTION TO THE CITY'S FORMAL BIDDING REQUIREMENTS; AND APPROVING A BUDGET APPROPRIATION OF \$200,000

WHEREAS, the City of Newark has been committed to enhancing technology within the police department that enables staff to provide a higher quality level of service and increased public safety; and

WHEREAS, the police department is seeking City Council authorization for the City Manager to negotiate and execute an Agreement between the City of Newark and Peregrine Technologies, Inc. for the purchase of a three-year subscription software license which includes software service, warranty, maintenance support, and training programs; and

WHEREAS, Peregrine Technologies, Inc. is the sole developer and manufacturer of the Peregrine advanced analytic platform for law enforcement; and

WHEREAS, pursuant to the City of Newark Purchasing Rules and Regulations, Section 10.b, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of subscription services from Peregrine Technologies, Inc., finds and declares, as set forth below, and as required by the Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the necessary equipment as required by the City, and therefore there is no comparable competitive product for which a competitive bid could be provided; and
2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product; or,
3. It is practically impossible to obtain what is required through the formal bidding process, because, as stated above, multiple competitive bids for the desired product cannot be obtained; and

WHEREAS, as described above in this Resolution, this proposed agreement with the Peregrine Technologies, Inc. is exempt from formal bidding as a sole-source exemption.

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 execute an agreement, in a form approved by the City Attorney, with Peregrine Technologies, Inc., in the not-to-exceed amount of \$300,000, for the procurement real-time data analysis and visualization software.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves a total appropriation of \$200,000 for the purchase of the Peregrine Technology Software System (\$300,000 for three years) which will be funded by the Budget Act of 2019 Grant Funds (Fund 234):

From:	<u>Description</u>	<u>Account</u>	<u>Amount</u>
	Transfer Out from Budget Act of 2019	234.00.000.000.9999	\$200,000
To:	<u>Description</u>	<u>Account</u>	<u>Amount</u>
	Contractual Services	110.30.032.320.6221	\$200,000

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to take all actions necessary to effectuate the intent of this Resolution.

5116992.1



Newark Police Department

June 9, 2022



Peregrine Technologies
Visualization Platform &
Flock Safety ALPR Cameras



Peregrine/Flock

Newark Police Department

Presentation Overview:

- Peregrine Technology Visualization Platform
 - What is it?
 - How it works?
 - Who is using it?
- Flock Safety ALPR
 - How it works?
 - Privacy protection
 - Proposed locations



Peregrine

01

Based in
San
Francisco

02

Data
integration
of
all data
assets

03

Analytics
enabling and
operationally
proven
product

04

Problem
Solving

05

Security and
trust
as a first-order
priority



Peregrine/Flock

Newark Police Department

Privacy, Civil Liberties, & Security as a First-order Priority

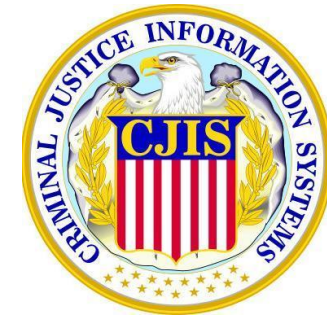
Granular data
security, access,
and usage controls



Robust
auditability and
logging of user
actions



Fully CJIS
compliant





Peregrine/Flock

Newark Police Department

Peregrine Technologies empowers organizations to make data-driven decisions in real time



A tool for everyone in the department



Developed in tandem with law enforcement professionals



Helping Bay Area communities today



Peregrine/Flock

Newark Police Department

Peregrine will integrate the Newark Police Department's CAD, RMS, ALPR, and GIS data into a modern data platform



Siloed Data



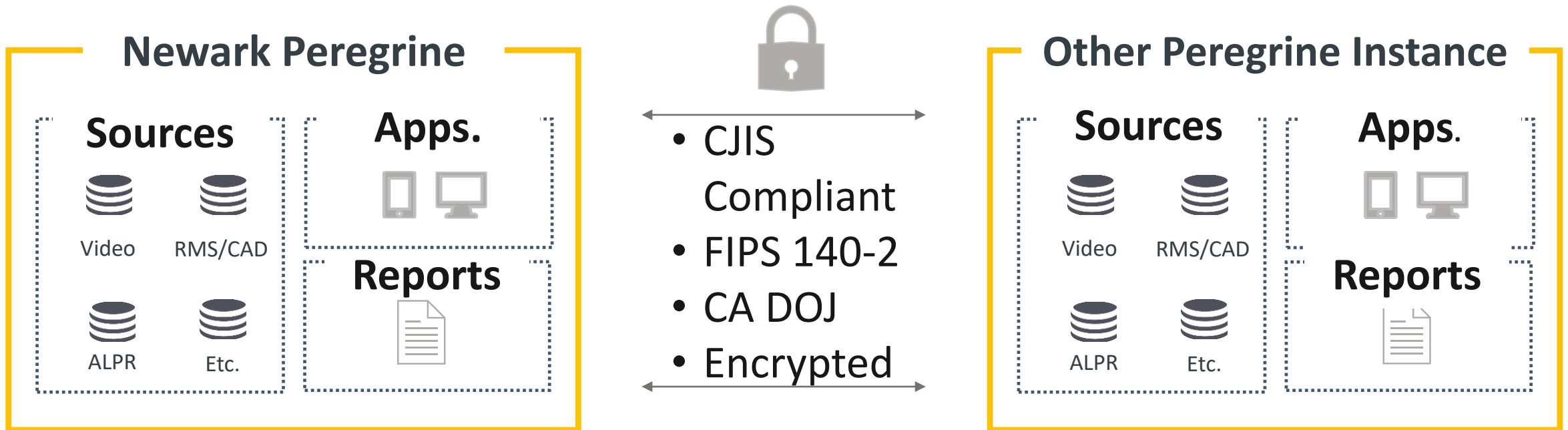
Integrated Platform



Peregrine/Flock

Newark Police Department

Peregrine enables secure data sharing between Newark Police Department and neighboring agencies (e.g., Fremont)





Peregrine/Flock

Newark Police Department

Peregrine has partnered with numerous law enforcement organizations to help address some of their largest problems





Peregrine/Flock

Newark Police Department

Peregrine features and capabilities



Search &
Information
Retrieval



Exploration,
Visualization, &
Reporting Tools



Data Modeling &
Network Analysis

flock safety

DETECT. DECODE. DELIVER

ETHICAL TECHNOLOGY TO
HELP REDUCE CRIME IN OUR
COMMUNITY

FIND OUT MORE AT
www.flocksafety.com



Newark, CA
Police Department



Peregrine/Flock

Newark Police Department

How does the tech work?

Objective, real-time and investigative leads

- Vehicle details and a license plate
- Indiscriminate evidence from fixed locations
- No people, no facial recognition, no traffic enforcement



Plate

TX LGS2639



Make

Toyota



Color

Gray



Last Visit

3:15 PM EDT



Seen

3 OF 30 DAYS



Peregrine/Flock

Newark Police Department

How does the technology prevent and eliminate crime?

- **Proactive:** Real Time Alerts when Stolen or Wanted Vehicles enter your City
- **Investigative:** As clearance rates increase, crime rates decrease
- Flock cameras act as a deterrent



Peregrine/Flock

Newark Police Department

What is this tech?

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

What ISN'T this tech?

- Not facial recognition
- Not tied to PII
- Not used for traffic enforcement



Peregrine/Flock

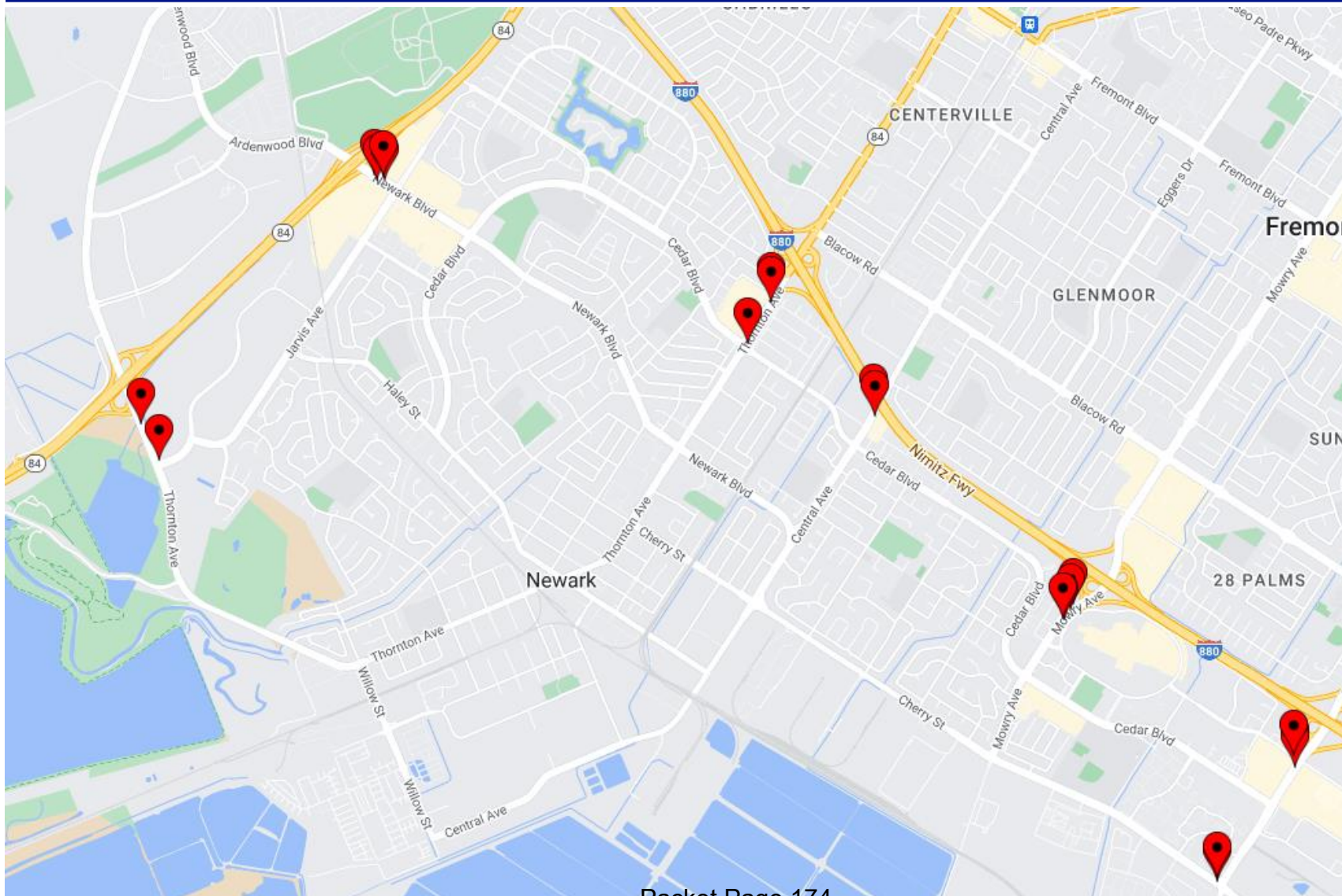
Newark Police Department

Protecting Privacy: ethics-driven innovation

- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day data retention
- Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)
- All data is stored securely in the AWS Government Cloud
- Search reason is required for audit trail
- NOT facial recognition software
- NOT used for traffic enforcement
- End to End Encryption of all Data
- NO PII is contained in Flock
- Not connected to registration data or 3rd party databases (Carfax, DMV)



Proposed Camera Placement





Peregrine/Flock

Newark Police Department

Case Study: Morgan Hill PD's Immediate ROI

- 2.5 Month Update: 51 Stolen Vehicles Recovered and 66 Arrests
- Within 2 weeks, they recovered 9 stolen vehicles
- Occupants had shaved keys, burglary tools, catalytic converters, warrants
- **Every suspect was from outside of Morgan Hill**
- Locating these vehicles prevented the crimes that they came to Morgan Hill to commit





Peregrine/Flock

Newark Police Department

Case Study: San Bruno PD Smash & Grab Robbery

- Jan 2022 - 5 suspects attempt a robbery at a Jewelry store but are chased off by the owner
- **Here's what didn't make the news...**
- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again
- Vehicle placed on a custom hotlist
- SBPD received a real time alert that suspects returned
- Officers locate the vehicle within seconds preventing another attempt





Peregrine/Flock

Newark Police Department

Case Study: Chamblee PD (Georgia) Amber Alert

- **When every second matters**
- Stranger Abduction August 28, 2020
- 12:33 PM Amber Alert Issued
- 1:01 PM Search Conducted with Flock Safety
- 2:30 PM Suspect Vehicle Located
- 5:03 PM Felony Stop + Arrest
- 6:00 PM Baby Reunited with Mother





Peregrine/Flock

Newark Police Department

Recommendation:

It is recommended that the City Council, by resolution, authorize the City Manager, or designee, to enter into two separate complementary subscription service agreements with technology vendors Peregrine Technologies and Flock Safety. A sole source subscription agreement with Peregrine Technologies in the amount of \$300,000 payable in three annual payments of \$100,000 and a separate sole source subscription agreement with Flock Safety in the amount of \$164,500, payable in the amount of \$112,000 for years one and two, plus \$52,500 for year three.



Newark Police Department

June 9, 2022



Questions?



STAFF REPORT

Item H. 1.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM Jennifer Solito, Human Resources Director
SUBJECT Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, and Human Resources Director Solito; Employee Groups: the Newark Association of Miscellaneous Employees; the Newark Police Management Association; the Newark Police Association; the Confidential Employee Group; and City Officials and the Management, Supervisory, and Professional Employee Group



STAFF REPORT

Item H. 2.

DATE 06/09/2022
TO Honorable Mayor and City Council Members
FROM David Benoun, City Manager
SUBJECT Closed session for conference with Labor Negotiator pursuant to California Government Code Section 54957.6. Agency Designated Representative: Mayor Nagy, Unrepresented employee: City Manager Benoun
