# 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, January 12, 2023**
**7:00 P.M.**

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

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

**A. ROLL CALL**

**B. PRESENTATIONS**

**1.** Introduction of employees

**2.** Presentation from the Alameda County Mosquito Abatement District

**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 December 8 and December 15, 2022 meeting minutes

3. Adopt a Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Continued Remote Teleconferenced Meetings of the Legislative Bodies of the City of Newark for the 30 Day Period Beginning January 12 Pursuant to AB 361

4. Adopt a resolution approving the first amendment to the Contractual Services Agreement with Orion Security

5. Resolution approving and authorizing the City Manager to execute the First Amendment to the Contractual Services Agreement with 4Leaf Inc. to provide temporary professional code enforcement services

## E. PUBLIC HEARINGS

## F. OTHER BUSINESS

1. Economic Development Update Informational Report

## G. CITY COUNCIL MATTERS

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

## H. CLOSED SESSION

## I. ADJOURNMENT

### HYBRID IN-PERSON/VIRTUAL MEETING NOTICE

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

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

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

**How to participate in the meeting remotely, via Zoom Webinar:**
From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting https://us06web.zoom.us/j/81865674129

From a telephone dial 1- 669-900-9128, Webinar ID 818 6567 4129

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** | 01/12/2023 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Sheila Harrington, City Clerk |
| **SUBJECT** | Introduction of employees |

The following employees will be introduced at the City Council meeting:

Diana Cangco, Principal Civil Engineer
Narayan Krishnan, Information Technology Analyst
Peter Fong, Information Technology Analyst
Sheena Raj, Information Technology Analyst
Kurt Mena, Information Technology Technician II

# STAFF REPORT

Item B. 2.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Sheila Harrington, City Clerk |
| **SUBJECT** | Presentation from the Alameda County Mosquito Abatement District |

It is the overall goal of the Alameda County Mosquito Abatement District (District) to provide for the public's health and comfort by carrying on a program of mosquito control and source reduction. District Manager Ryan Clausnitzer and Board Trustee Eric Hentschke will provide an update on the District's activities.

## Attachments

Presentation

# Alameda County Mosquito Abatement District

## City of Newark 2023 update

Ryan Clausnitzer, MPA, REHS
General Manager

www.mosquitoes.org

1.12.2023

# Overview

- Formation & authority of Alameda County MAD
- Organization & funding
- Mosquitoes of Alameda County and where they grow
- Integrated vector management
  - Requests for service from the public
  - Community engagement & research
  - Monitoring and reporting mosquito abundance
  - Current mosquito control practices
  - Upcoming technologies

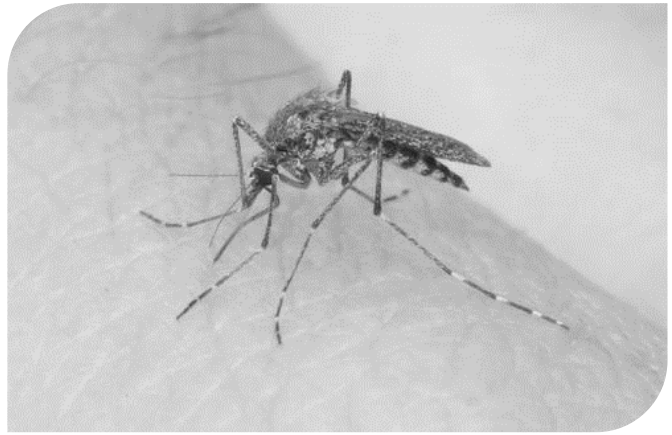


# Tax-funded mosquito control in SF Bay Area because of…





*Aedes dorsalis*



*Aedes squamiger*

# 120 years ago

## Civic, scientific, and business leaders organized mosquito districts

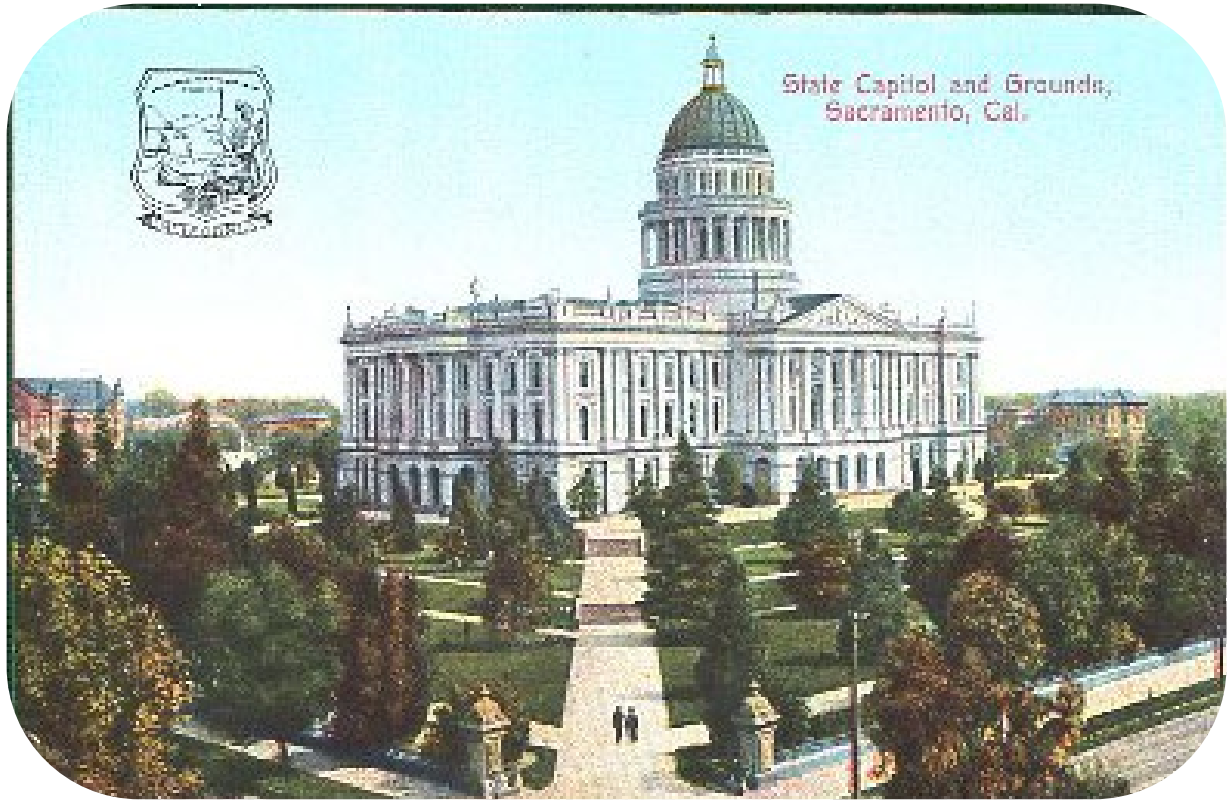


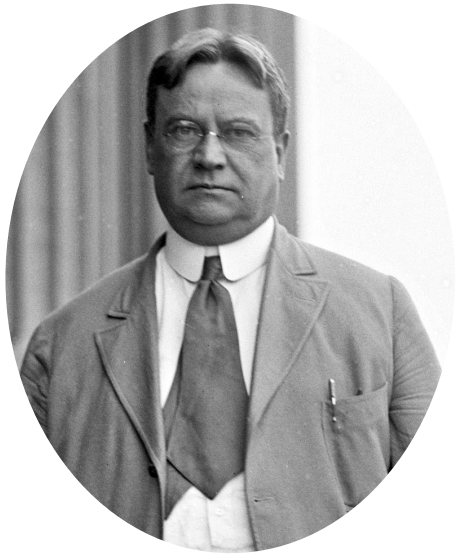

Eliza A. Neale, the first President, served for 12 years

Women in the San Rafael Improvement Club were foundational in organizing their mosquito control district during 1902

# 107 years ago:

## 1915 Mosquito Abatement Act of California



Governor Hiram Johnson

# 1915 Mosquito Abatement Act of California

Authorized government agencies to “Take any and all necessary or proper actions to prevent the occurrence of vectors and vectorborne diseases.”

- Gave power to tax, form boards, and abate (impose fines for mosquito control)

**California Health and Safety Code**

2063. In addition to abating the public nuisance and taking any necessary actions to prevent the recurrence of the public nuisance, a board of trustees may impose a civil penalty on the owner of the property for failure to comply with the requirements of Section 2061. The civil penalty may not exceed one thousand dollars ($1,000) per day for each day that the owner of the property fails to comply with the district's requirements.

*We have never charged or fined*

# Independent Special District of Alameda County
# MAD was formed 92 years ago

Farm tractors repurposed by civil engineers to modify marsh habitat and limit mosquito growth



# ACMAD Board of Trustees

## 14 appointed by their City Council + 1 County-at-Large Trustee



Victor Aguilar, Vice-President
Newark



Subru Bhat, President
Union City



Cathy Roache, Secretary
County-at-Large



Dr. Robert Beatty
Berkeley



Tyler Savage
Alameda



Preston Jordan
Albany



Shawn Kumagai
Dublin



Courtney Welch
Emeryville



George Young
Fremont



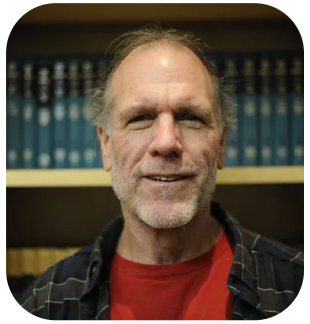
Elisa Márquez
Hayward



Steven Cox
Livermore



Dr. Jan O. Washburn
Oakland



Eric Hentschke
Newark



Julie Testa
Pleasanton



Hope Salzer
Piedmont

# STRATEGIC PLAN

## 2021-2023

## ALAMEDA COUNTY
### MOSQUITO ABATEMENT DISTRICT



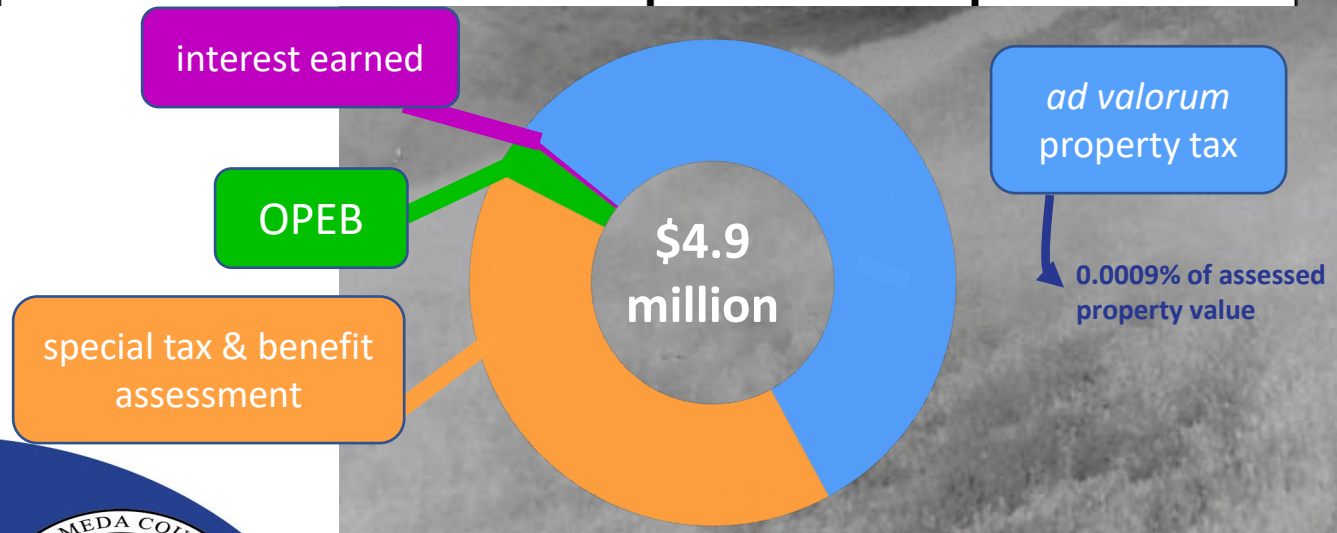
**ENSURE ACMAD HAS THE TRAINING, EQUIPMENT, PERSONNEL, PARTNERSHIPS, AND FINANCIAL SUPPORT TO LIMIT THE INTRODUCTION OF INVASIVE *AEDES* MOSQUITOES**

**LEVERAGE ACMAD ASSETS TOWARDS EFFICIENT APPROACHES TO MOSQUITO CONTROL**

**EMPLOY THE BEST PRACTICES FOR MOSQUITO CONTROL DISTRICTS AND LOCAL GOVERNMENTS**

# Funding mosquito control

| Fixed Charges and/or Special Assessments | | |
|---|---|---|
| Description | Phone | Amount |
| CSA ST LIGHTING | 510-670-5212 | 21.80 |
| CV SAN SEWER SVC | 510-537-0757 | 439.00 |
| MOSQ MSR K 1982 | 800-273-5167 | 1.74 |
| CSA PARAMEDIC | 925-867-3400 | 35.00 |
| VEC CNTRL MSR A 84 | 800-273-5167 | 5.92 |
| PARAMEDIC SUPPLMNT | 925-867-3400 | 18.54 |
| ALA CO CLEAN WATER | 510-670-5212 | 7.10 |
| HAYWARD USD MAINT | 800-273-5167 | 28.00 |
| SFBRA MEASURE AA | 888-508-8157 | 12.00 |
| FLOOD BENEFIT 2 | 510-670-5212 | 26.66 |
| HAZ WASTE PROGRAM | 800-273-5167 | 6.64 |
| VECTOR CNTRL ASMT | 800-273-5167 | 5.08 |
| MOSQUITO ASMT 2008 | 800-273-5167 | 2.50 |
| AC TRANSIT MEAS VV | 800-273-5167 | 96.00 |
| * HUSD MSR A 2017 | 844-332-0549 | 88.00 |
| * EAST BAY TRAIL LLD | 888-512-0316 | 5.44 |
| HARD - PARK MAINT | 510-881-6727 | 28.54 |



18 full-time employees with 2-5 seasonal employees and/or interns

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

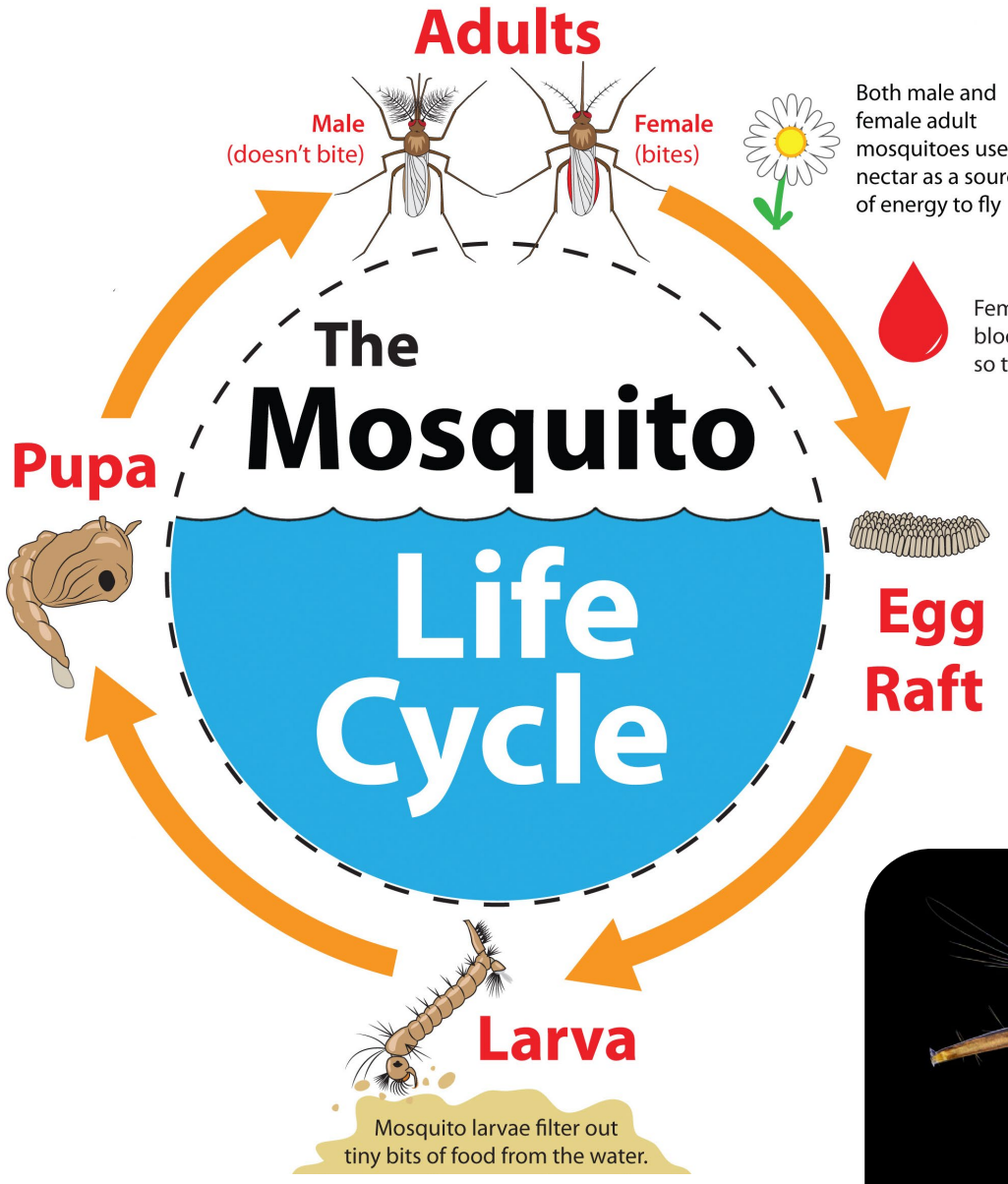
**Alameda County Mosquito Abatement California**

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

| REVENUES | Budget 22/23 | Year to year % budget change | Budget 21/22 | Actual 20/21 | A vs B | Budget 20/21 |
|---|---|---|---|---|---|---|
| Ad Valoreum Property Taxes | $ 2,755,397 | 7% | $ 2,580,814 | $ 2,624,188 | 14% | $ 2,300,000 |
| Special Tax & Benefit Assessment | $ 1,981,814 | 0% | $ 1,981,959 | $ 1,962,192 | 8% | $ 1,821,600 |
| Interest earned (restricted fund interest NOT included as revenue) | $ 20,000 | -33% | $ 30,000 | $ 19,208 | -36% | $ 30,000 |
| Sale of Property and Equipment & Misc. | $ 2,500 | -50% | $ 5,000 | $ 1,038 | -79% | $ 5,000 |
| Reimburese Retiree Health Benefits and fees from OPEB | $ 140,946 | -16% | $ 168,091 | $ 163,355 | -1% | $ 164,913 |
| **Total Revenue** | **$ 4,900,658** | 3% | **$ 4,765,864** | **$ 4,769,981** | 10% | **$ 4,321,513** |
| | | | | | | |
| **EXPENDITURES** | | | | | | |
| Salaries (including deferred comp.) | $ 2,371,703 | 6% | $ 2,236,282 | $ 2,037,043 | -4% | $ 2,116,177 |
| CalPERS Retirement | $ 534,559 | 13% | $ 473,950 | $ 423,110 | 0% | $ 423,350 |
| Medicare & Social Security | $ 38,763 | 17% | $ 33,062 | $ 27,867 | -11% | $ 31,278 |
| Fringe Benefits | $ 564,969 | -3% | $ 579,596 | $ 502,898 | -5% | $ 527,031 |
| **Total Salaries, Retirement, & Benefits *(pgs. 2,3)*** | **$ 3,509,995** | 6% | **$ 3,322,891** | **$ 2,990,918** | -3% | **$ 3,097,836** |
| Service & Supplies (Clothing & Personal supplies) | $ 9,000 | -10% | $ 10,000 | $ 4,859 | -51% | $ 10,000 |
| Service & Supplies (Laundry services & supplies) | $ 13,000 | -13% | $ 15,000 | $ 9,125 | -39% | $ 15,000 |
| Utilities | $ 21,700 | 28% | $ 17,000 | $ 15,422 | 29% | $ 12,000 |
| Small tools and instruments | $ 3,000 | 0% | $ 3,000 | $ 2,189 | -27% | $ 3,000 |
| Maintenance (Landscaping & Facility) | $ 30,000 | -14% | $ 35,000 | $ 20,262 | -19% | $ 25,000 |
| Maintenance (Equipment) | $ 30,000 | -14% | $ 35,000 | $ 22,290 | -36% | $ 35,000 |
| Transportation, travel, training, & board | $ 119,840 | -6% | $ 127,630 | $ 74,653 | -39% | $ 122,400 |
| Professional services | $ 152,200 | -25% | $ 203,450 | $ 91,623 | -48% | $ 176,200 |
| Memberships, dues, & insurance | $ 37,000 | 54% | $ 24,000 | $ 22,906 | -2% | $ 23,337 |
| Insurance - VCJPA & EAP | $ 179,436 | 19% | $ 150,611 | $ 141,650 | 3% | $ 137,524 |
| Community education | $ 55,000 | 39% | $ 39,500 | $ 26,317 | -32% | $ 38,575 |
| Operations | $ 227,500 | -5% | $ 239,000 | $ 223,362 | -7% | $ 241,000 |
| Household expenses | $ 19,950 | 15% | $ 17,350 | $ 15,881 | -5% | $ 16,750 |
| Office expenses | $ 12,000 | 0% | $ 12,000 | $ 9,748 | -19% | $ 12,000 |
| Information Technology/ Communication | $ 107,400 | -4% | $ 112,400 | $ 71,771 | -36% | $ 111,400 |
| Laboratory | $ 132,500 | -8% | $ 144,000 | $ 64,136 | -54% | $ 139,000 |
| **Total Staff Budget *(pg. 4)*** | **$ 1,149,526** | -3% | **$ 1,184,941** | $ 816,194 | -27% | **$ 1,118,186** |
| Contingency | $ 46,000 | -8% | $ 50,000 | $ - | | $ 50,000 |
| **Total Expenditures** | **$ 4,705,521** | 3% | **$ 4,557,832** | **$ 3,807,112** | -11% | **$ 4,266,022** |
| | | | | | | |
| **SURPLUS (DEFICIT)** | $ 195,136 | | $ 208,032 | $ 962,869 | | $ 55,491 |
| **CASH CARRIED OVER *(pg. 5)*** | $ 882,264 | | $ 1,530,673 | | | $ 161,656 |
| **SURPLUS (DEFICIT) AFTER OPERATIONAL CASH NEEDS** | $ 1,077,400 | | $ 1,738,705 | | | $ 217,147 |
| | | | | | | |
| **RESERVE ACCOUNT ALLOCATIONS** | | | Transfers | | | Transfers |
| VCJPA Contingency Fund | $ (43,103) | | $ - | | | $ - |
| PARS: Pension Rate Stabililzation | $ 269,350 | | $ 434,676 | | | $ - |
| CAMP: Public Health Emergency | $ (26,732) | | $ - | | | $ - |
| CAMP: Repair and Replace *(pg. 6)* | $ 537,912 | | $ 1,311,625 | | | $ 314,315 |
| CAMP: Operating reserve | $ - | | $ - | | | $ (25,000) |
| CAMP: Capital reserve | $ 339,974 | | $ (7,596) | | | $ (72,168) |
| **Total reserve allocations *(pg. 7)*** | **$ 1,077,400** | | **$ 1,738,705** | | | **$ 217,147** |
| | | | | | | |
| **SURPLUS (DEFICIT) AFTER RESERVE ALLOCATIONS** | $ - | | $ - | | | $ - |


University of Florida

# Obligate aquatic phase of mosquito life cycle



From Marin-Sonoma Mosquito and Vector Control District


Nikon's Small World: 2019

# only female mosquitoes bite

males have feathery antenna

female antenna are thinner



adapted from www.theverge.com/

# Mosquito producing habitats in Alameda County

## Native mosquitoes



Salt marsh



Tule marsh



Unmaintained swimming pools



Storm water canals



Creeks and seepages



Ornamental ponds

# Mosquito producing habitats of concern

Invasive mosquitoes



Grow in very small amount of water



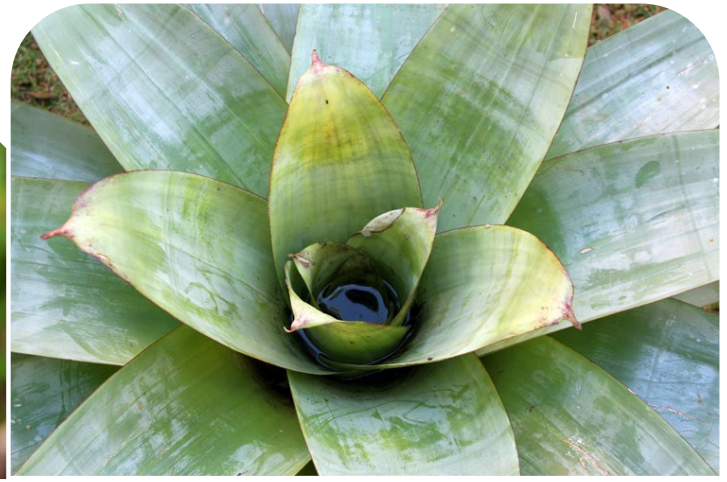
Tires



Utility vaults



Plant saucers



Bromeliad plants

# Arboviruses spread by mosquitoes in CA

invasive *Aedes*

| Type of Mosquito | Viruses spread | Biting habits |
| --- | --- | --- |
| *Aedes aegypti*, *Aedes albopictus* | Dengue, Zika, Yellow fever, Chikungunya | Primarily daytime, but can also bite at night |
| *Culex* species | WNV, SLEV | Evening to morning |

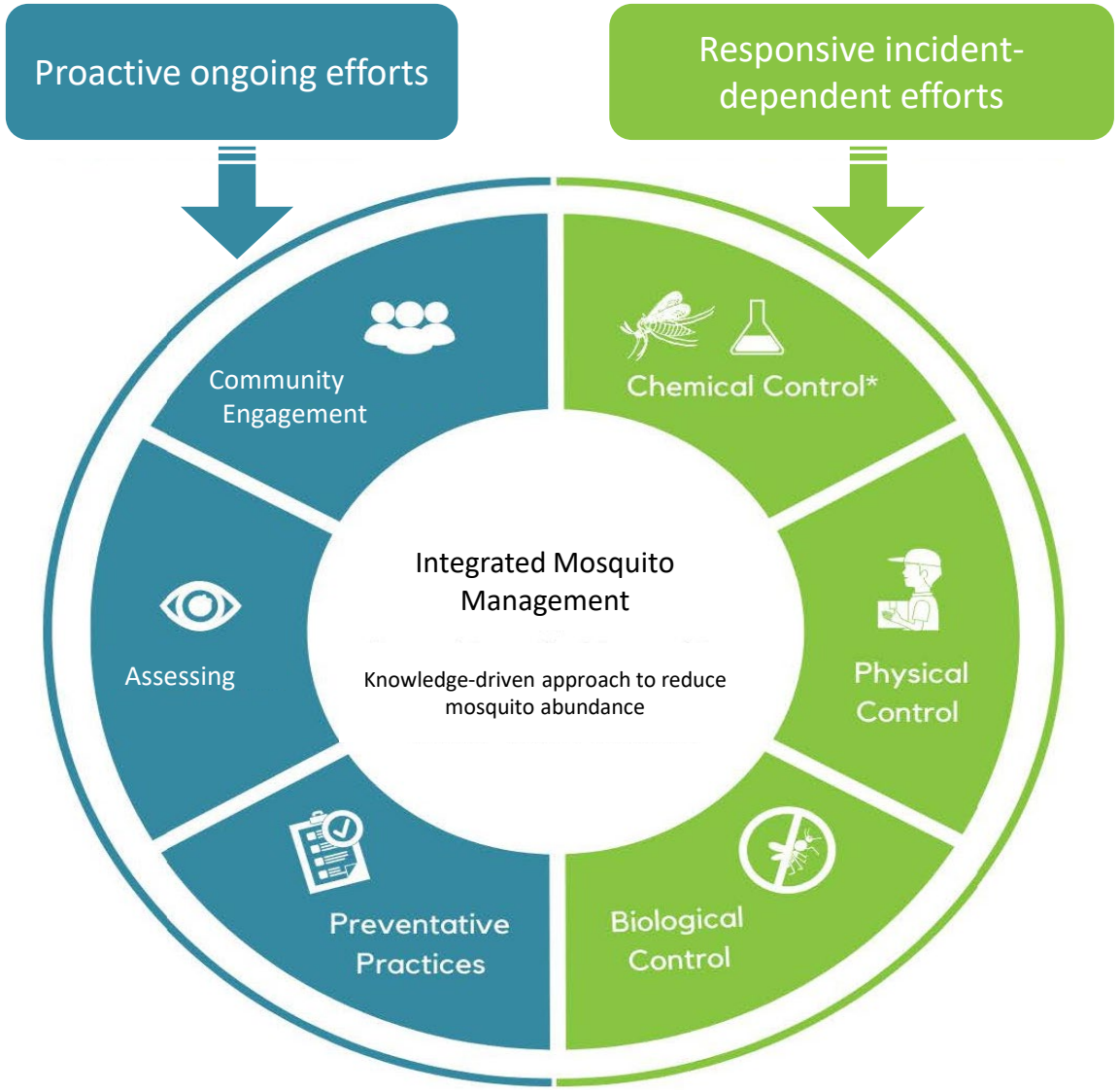




native to CA

# Integrated mosquito management

- Data and institutional knowledge used to enact effective & sustainable mosquito control
- Proactive and responsive actions



# Maintain water circulation channels in marsh habitats



# Mosquito fish: *Gambusia affinis*



- We deliver them for free
- Love to eat mosquito larvae!
- Relatively small
  - 1.5 – 3 inches
- Live in shallow fresh water
- Can live in low oxygen water
  - Small ornamental ponds

# Controlling mosquito larvae



Insect-specific toxin from bacteria

*Bacillus thuringiensis israelensis* (Bti)

Insect growth hormone

Methoprene

Surfactant

BVA-2

# Larvicide application methods











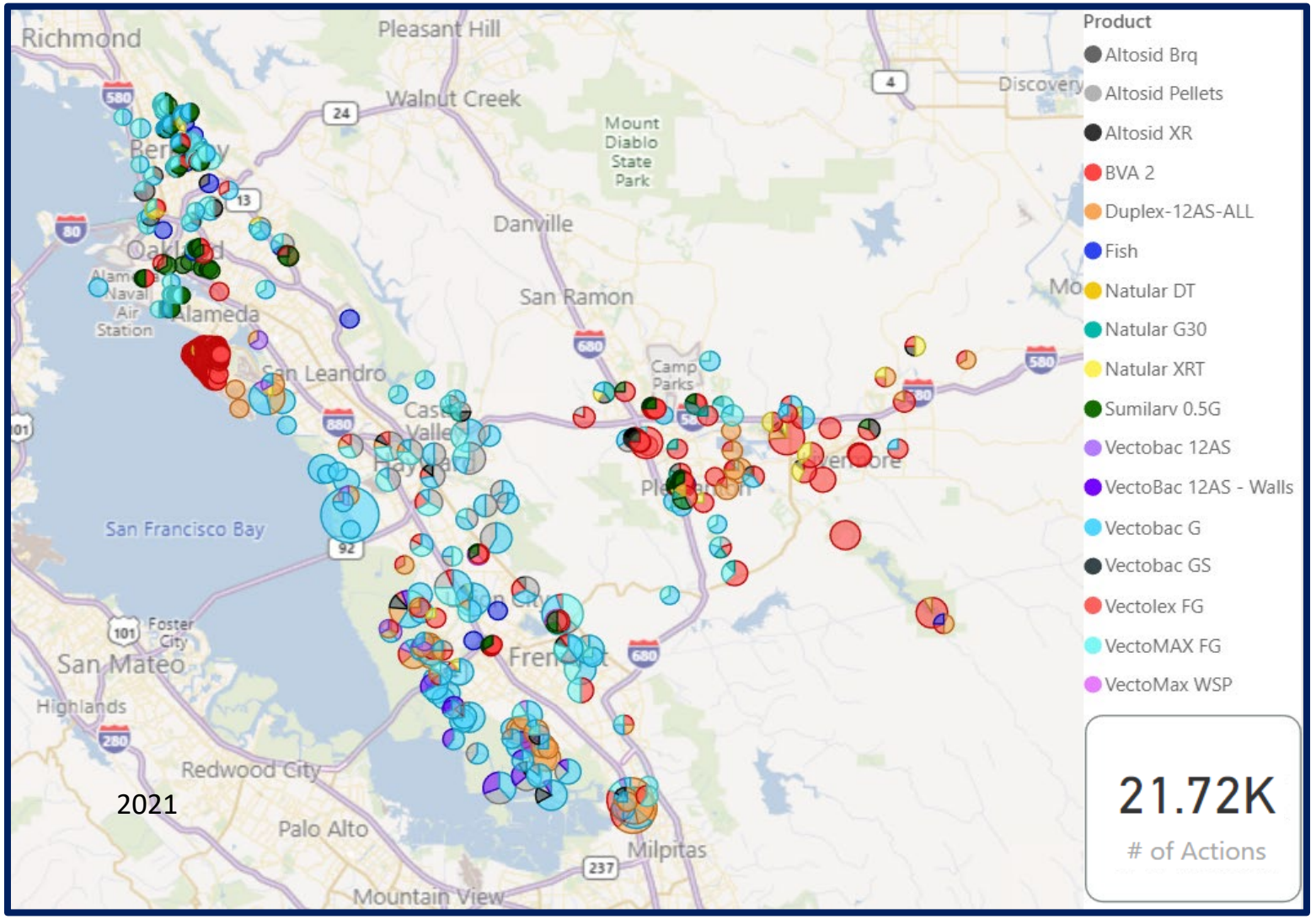



# Larvicide applications by drone



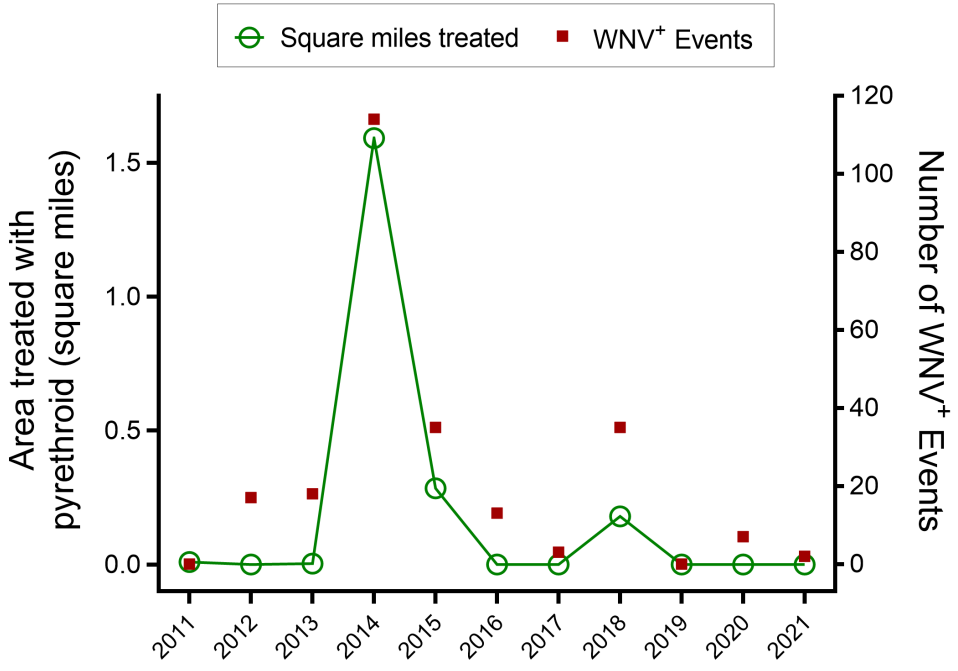
# Where larvicide is applied in Alameda County

Most larvicide applications occur in marsh habitats that abut the SF Bay



# Our very last resort for controlling infected adult mosquitoes



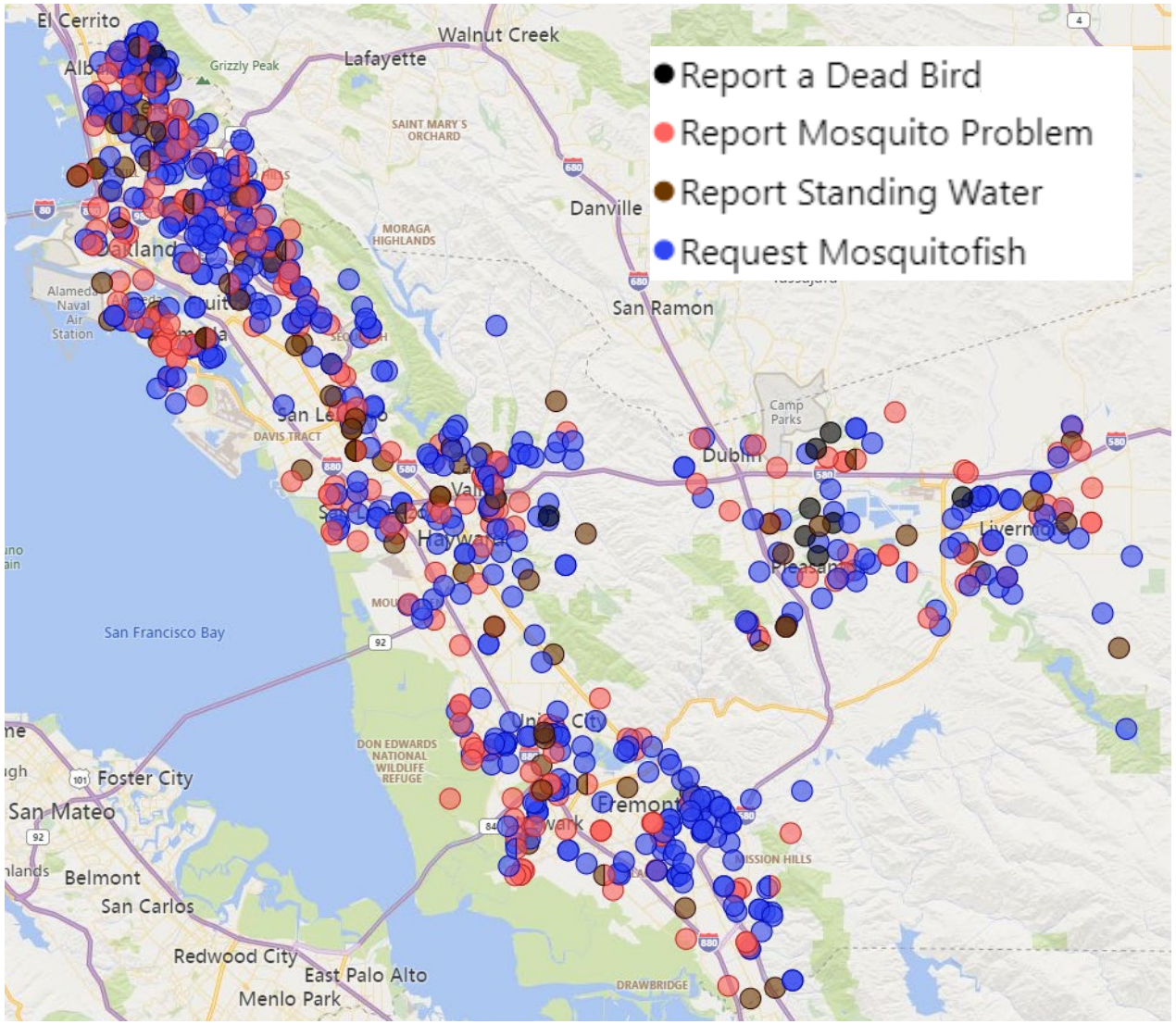

Ultralow volume pyrethroid insecticide

4 grams / square mile

# Requests for service

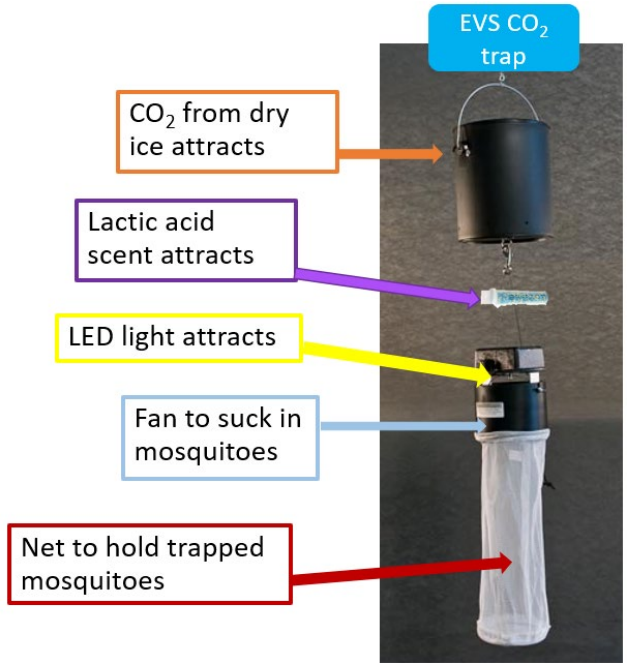
830
Service Requests during 2021

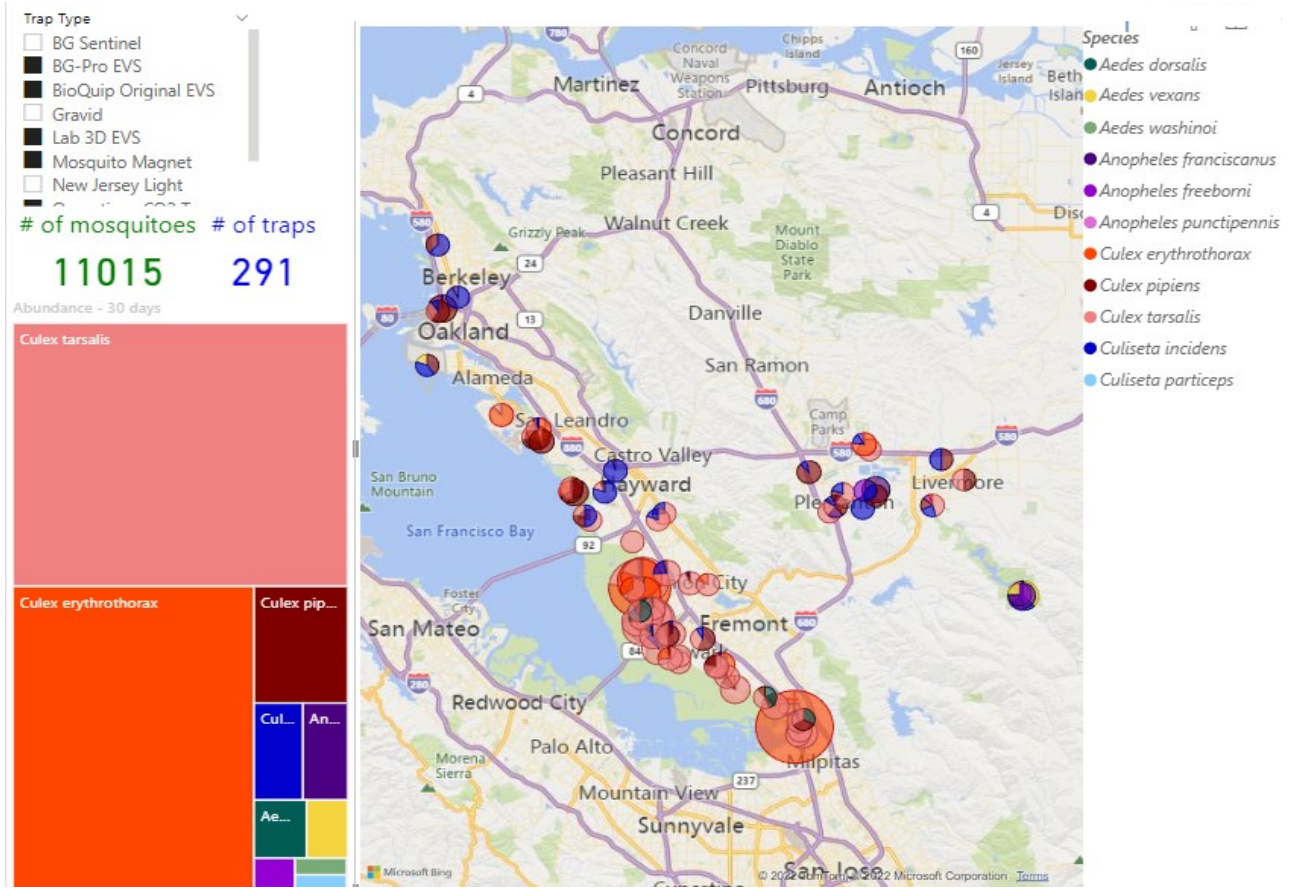
In-person response within a day



# Assessing mosquito abundance & arbovirus prevalence

Adult mosquito abundance monitoring



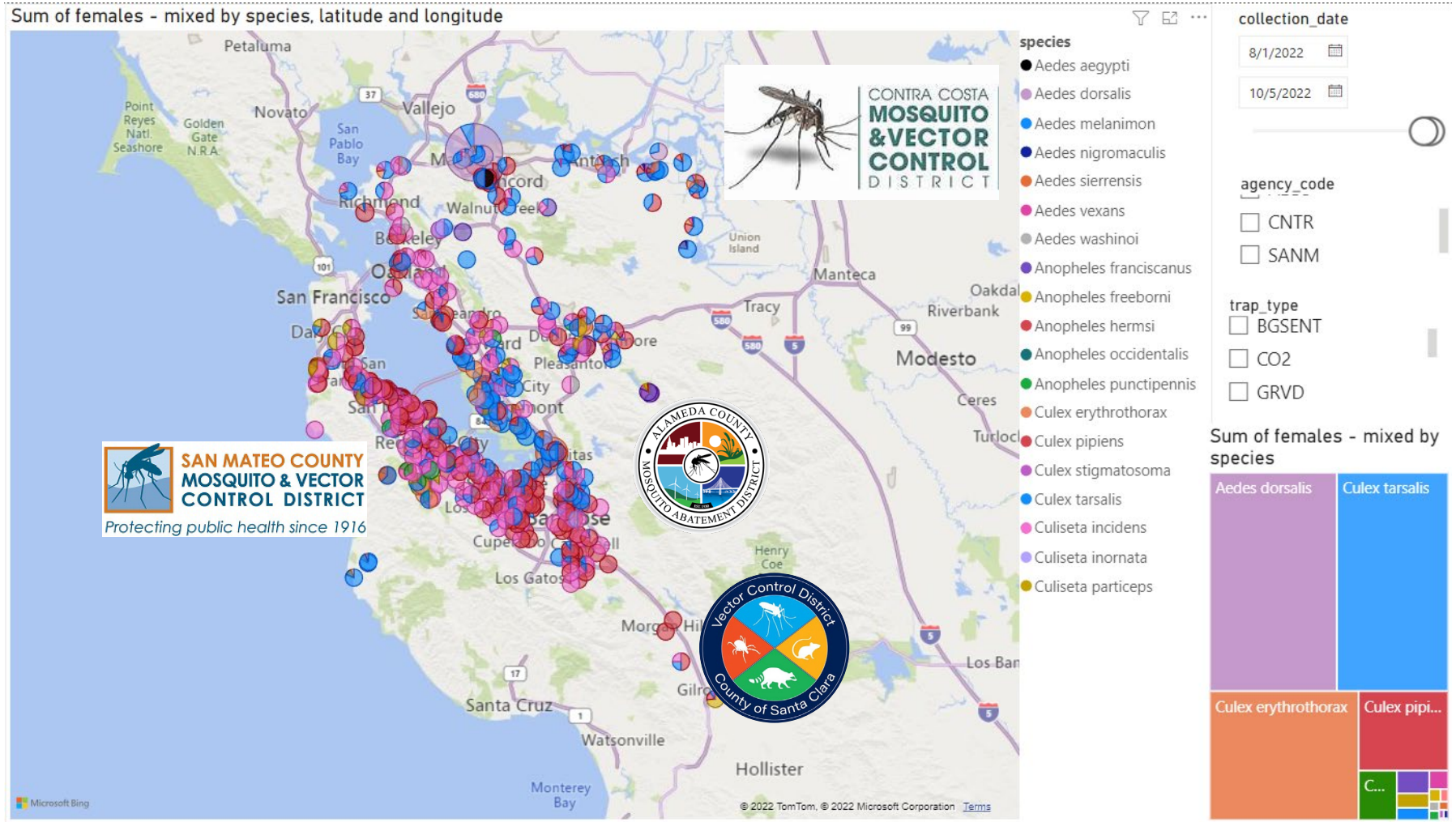

Power BI dashboard for 15 days (auto-updated)

# Testing trapped mosquitoes for arboviruses in our lab using quantitative RT-PCR



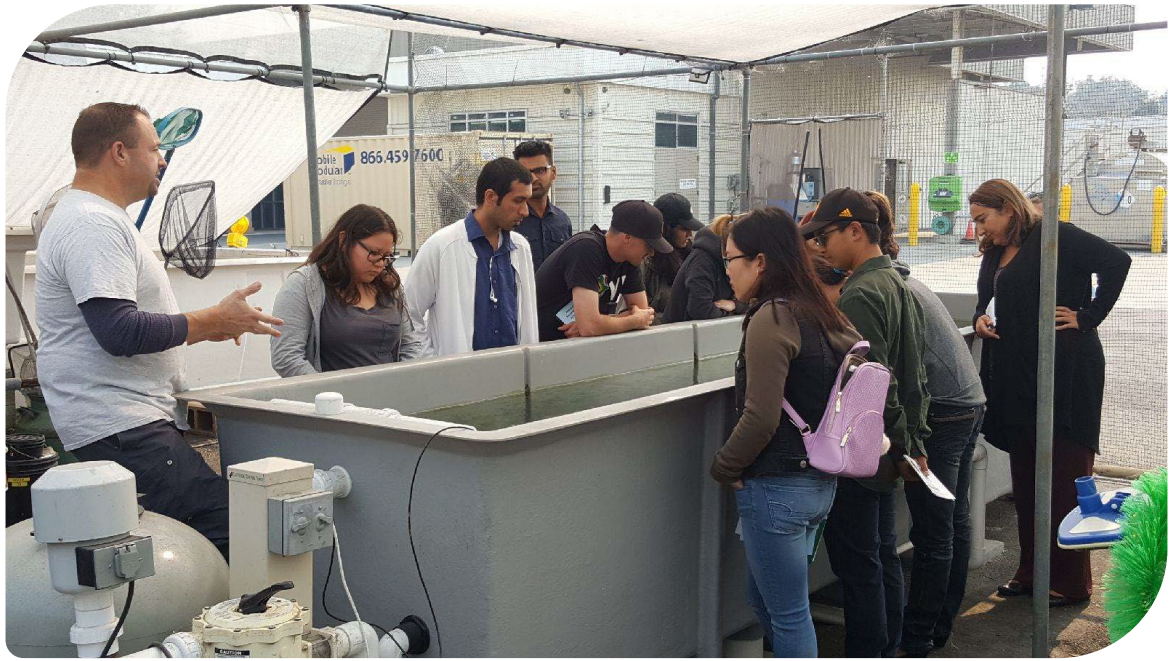



# Multi-agency dashboard to view high resolution data



# Community engagement with the public

- Leverages a “show me” & discovery mindset
- Motivates an involved public



Cal State East Bay Students



Oakland Garden Preschool




Alameda Watershed Symposium

# Community engagement with the public















@AlamedaMosquito





@AlamedaMosquito






AlamedaMosquito

# Community engagement with partner agencies & facilities

- Coordinate with land and facility managers
  - MOU with US FWS and EBRPD
- Engage public agencies
  - Cooperative agreement with CDPH
- Public & private lands
  - Mosquito Abatement and Vector Control Districts Principle Enabling Act (Health and Safety Code §2000 et seq.)



# Engaging with universities & research institutes

UCSF
University of California San Francisco

CHAN ZUCKERBERG BIOHUB

PACIFIC SOUTHWEST CENTER OF EXCELLENCE IN VECTOR-BORNE DISEASES

***Culex erythrothorax* (Diptera: Culicidae): Activity periods, insecticide susceptibility and control in California (USA)**

Allen T. Esterly, Dereje Alemayehu, Benjamin Rusmisel, John Busam, Theresa L. Shelton, Tina Sebay, Nayer Zahiri, Joseph W. Huston, Ryan J. Clausnitzer, Eric J. Haas-Stapleton

Published: July 10, 2020 • https://doi.org/10.1371/journal.pone.0228835

**Quantitative reverse transcription PCR assay to detect a genetic marker of pyrethroid resistance in *Culex* mosquitoes**

Kelli M. Hager, Erick Gaona, Amy Kistler, Kalani Ratnasiri, Hanna Retallack, Miguel Barretto, Sarah S. Wheeler, Christopher M. Hoover, Eric J. Haas-Stapleton

Published: August 8, 2022 • https://doi.org/10.1371/journal.pone.0252498

**Assessing Mosquito Breeding Sites and Abundance Using An Unmanned Aircraft**

Eric J. Haas-Stapleton; Miguel C. Barretto; Erika B. Castillo; Ryan J. Clausnitzer; Robert L. Ferdan

*J Am Mosq Control Assoc* (2019) 35 (3): 228–232.

**Toys or Tools? Utilization of Unmanned Aerial Systems in Mosquito and Vector Control Programs**

Ary Faraji, Eric Haas-Stapleton, Brad Sorensen, Marty Scholl, Gary Goodman, Joel Buettner, Scott Schon, Nicholas Lefkow, Colin Lewis, Bradley Fritz, Clint Hoffman, Greg Williams

*Journal of Economic Entomology*, Volume 114, Issue 5, October 2021, Pages 1896–1909,

**MR. MISTER: ROCKIN' THE *AEDES* OF THE SAN FRANCISCO BAY SALT MARSHES**

MARK WIELAND; JOSEPH HUSTON; RYAN CLAUSNITZER; ERIC J. HAAS-STAPLETON

*J Am Mosq Control Assoc* (2022)

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

# Equitable, Effective Practices for Mosquito Abatement in Alameda County: Challenges and Solutions

Emily Estus, MPP/MPH Candidate 2021
University of California, Berkeley
May 2020

ADVANCED POLICY ANALYSIS

**Work Distribution Analysis for**

**Alameda County Mosquito Abatement**

Study conducted for

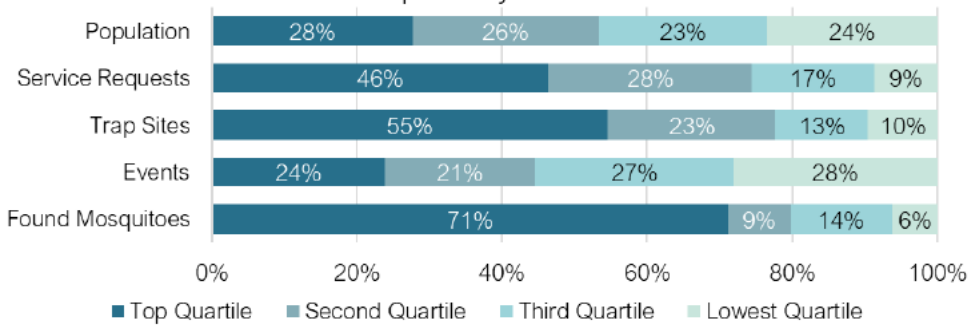
Alameda County Mosquito Abatement District

by

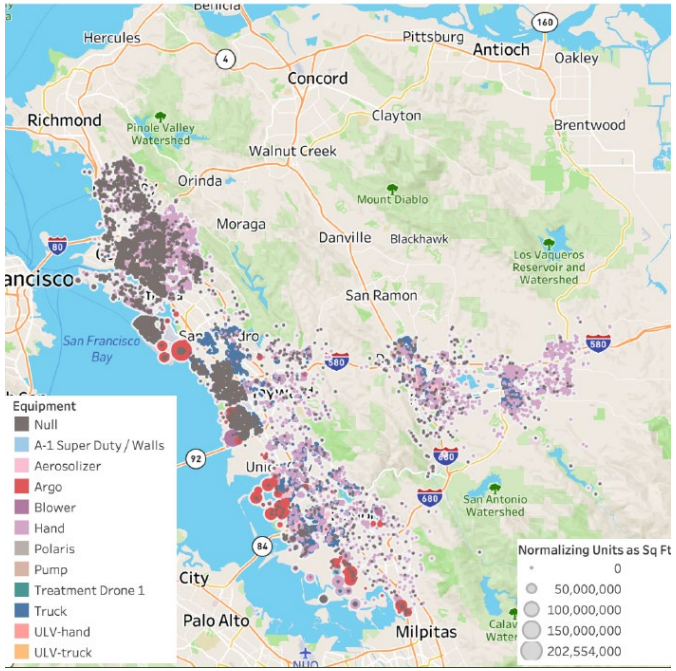
Sky Mihaylo

SPRING 2022

Figure 9: Percent of Population, SR Calls, Traps, Events, and Found Mosquitoes by Income Quartile




Treatment Map (Without Seasonals)



# sterile insects for *Aedes* control

non-biting males are released to mate with invasive female mosquitoes

no new female mosquitoes are produced

3 sterile insect techniques (SIT) to reduce abundance of biting & disease-spreading female mosquitoes

# sterile insects for *Aedes* control

irradiated

bacteria-infected

genetically engineered

Invasive *Aedes* mosquitoes are not yet in Alameda County

# 1 Irradiate male mosquitoes

Medfly and Mexfly - USDA APHIS

Jun 2, 2020 — APHIS-International Programs Action Programs Staff m
breeding facilities for the **Medfly** and Mexfly. Flies are **irradiated** (ma

X-Rays sterilize male mosquitoes

25,000 sterilized at a time

Use for any species (unpatented method)

One-time equipment purchase

Grow 100,000s of mosquitoes

Must separate male from females

Reduced mosquito health






https://www.radsource.com/sterile-insect-technique/

# 2 *Wolbachia* bacteria infection

Male mosquitoes naturally spread bacteria

Multi-generation impact

Reduced mosquito reproduction and virus growth

EPA-registered non-GMO option

Must separate male from females

Identify / replace correct *Wolbachia* strain

Commercial provider = recurring cost

PLOS NEGLECTED TROPICAL DISEASES

OPEN ACCESS PEER-REVIEWED

RESEARCH ARTICLE

**Open Release of Male Mosquitoes Infected with a *Wolbachia* Biopesticide: Field Performance and Infection Containment**

Linda O'Connor, Catherine Plichart, Ayo Cheong Sang, Corey L. Brelsfoard, Hervé C. Bossin, Stephen L. Dobson




MOSQUITO mate®

https://mosquitomate.com/pricing

# 3 Genetically modified





Female mosquitoes eliminated as immatures

EPA approved & monitored trial in Florida

Eggs-in-a-box simplifies adult release

**Successful suppression of a field mosquito population by sustained release of engineered male mosquitoes**

Angela F Harris, Andrew R McKemey, Derric Nimmo, Zoe Curtis, Isaac Black, Siân A Morgan, Marco Neira Oviedo, Renaud Lacroix, Neil Naish, Neil I Morrison, Amandine Collado, Jessica Stevenson, Sarah Scaife, Tarig Dafa'alla, Guoliang Fu, Caroline Phillips, Andrea Miles, Norzahira Raduan, Nick Kelly, Camilla Beech, Christl A Donnelly, William D Petrie & Luke Alphey

*Nature Biotechnology* **30**, 828–830(2012) | Cite this article

Public hesitancy to GMO

Recurring cost



# Thank you.



23187 Connecticut Street
Hayward, CA 94545

www.mosquitoes.org
510.783.7744

Ryan Clausnitzer, MPA, REHS
General Manager
ryan@mosquitoes.org

# STAFF REPORT

Item D. 1.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **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: 12/01/2022**

| Type | Date | Number Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | |
| Check | 12/01/2022 | 7168 Accounts Payable | ALPINE AWARDS INC | | 499.80 |
| | Invoice | Date | Description | | Amount |
| | 6100625 | 11/09/2022 | PARTICIPANT TSHIRTS FOR TURKEY SOFTBALL TOURNAMENT | | 499.80 |
| Check | 12/01/2022 | 7169 Accounts Payable | BARG COFFIN LEWIS & TRAPP, LLP | | 55.00 |
| | Invoice | Date | Description | | Amount |
| | 47202 | 10/31/2022 | LEGAL SERVICES FOR MONTH OF OCTOBER 2022 | | 55.00 |
| Check | 12/01/2022 | 7170 Accounts Payable | BEACON VETERINARY SPECIALISTS | | 891.50 |
| | Invoice | Date | Description | | Amount |
| | 131188 | 09/08/2022 | VET SVCS 09/06/22 | | 106.00 |
| | 133239 | 10/28/2022 | VET SVCS 09/10/22 | | 150.00 |
| | 131967 | 09/26/2022 | VET SVCS 09/24/22 | | 175.00 |
| | 132087 | 09/28/2022 | VET SVCS 09/26/22 | | 150.00 |
| | 132090 | 09/28/2022 | VET SVCS 09/27/22 | | 160.50 |
| | 132092 | 09/28/2022 | VET SVCS 09/28/22 | | 150.00 |
| Check | 12/01/2022 | 7171 Accounts Payable | APRO LLC | | 190.00 |
| | Invoice | Date | Description | | Amount |
| | 100122-103122 | 10/31/2022 | PATROL VEHICLE CLEANING OCT 2022 | | 190.00 |
| Check | 12/01/2022 | 7172 Accounts Payable | CITY OF SAN LEANDRO | | 1,950.00 |
| | Invoice | Date | Description | | Amount |
| | 389453 | 11/03/2022 | LEADERSHIP ACADEMY FOR ROYA GONZALEZ | | 1,950.00 |
| Check | 12/01/2022 | 7173 Accounts Payable | ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT | | 3,407.50 |
| | Invoice | Date | Description | | Amount |
| | 112-2210036 | 11/10/2022 | AWS ACCESS FEE OCTOBER 2022 | | 3,407.50 |
| Check | 12/01/2022 | 7174 Accounts Payable | ALAMEDA COUNTY LAFCO | | 2,894.00 |
| | Invoice | Date | Description | | Amount |
| | FY22/23 | 11/04/2022 | LAFCO COST | | 2,894.00 |
| Check | 12/01/2022 | 7175 Accounts Payable | DAILY JOURNAL CORPORATION | | 257.50 |
| | Invoice | Date | Description | | Amount |
| | B3636478 | 11/08/2022 | LEGAL ADVERTISING | | 195.00 |
| | B3645156 | 11/23/2022 | LEGAL ADVERTISING | | 62.50 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7176 Accounts Payable | DALE HARDWARE | 1,025.45 |
| | Invoice | Date | Description | Amount |
| | NOV ' 22 | 11/25/2022 | DALE PARTS AND SUPPLIES 11/25/22 | 1,025.45 |
| Check | 12/01/2022 | 7177 Accounts Payable | DOOLEY ENTERPRISES, INC. | 8,687.37 |
| | Invoice | Date | Description | Amount |
| | 64261 | 11/03/2022 | AMMUNITION 11/03/22 | 8,687.37 |
| Check | 12/01/2022 | 7178 Accounts Payable | DUKE DE LEON | 345.00 |
| | Invoice | Date | Description | Amount |
| | 4166 | 11/20/2022 | BROADCASTING AND STREAMING CC AND PC MEETINGS IN NOVEMBER2022 | 345.00 |
| Check | 12/01/2022 | 7179 Accounts Payable | ELESCO | 3,956.31 |
| | Invoice | Date | Description | Amount |
| | 82758 | 11/07/2022 | SILLIMAN PREVENTATIVE MAINTENANCE | 1,676.59 |
| | 82757 | 11/07/2022 | CIVIC COMPLEX PREVENTATIVE MAINT | 2,279.72 |
| Check | 12/01/2022 | 7180 Accounts Payable | FEDEX | 61.32 |
| | Invoice | Date | Description | Amount |
| | 7-936-46250 | 11/04/2022 | SHIPPING CHARGES | 24.46 |
| | 7-943-09833 | 11/11/2022 | SHIPPING CHARGES | 36.86 |
| Check | 12/01/2022 | 7181 Accounts Payable | FREMONT FORD | 1,593.65 |
| | Invoice | Date | Description | Amount |
| | 209493 | 11/17/2022 | FLEET SUPPLIES-FORD PARTS | 238.97 |
| | 411268 | 11/22/2022 | FLEET SERVICES #1903 | 1,354.68 |
| Check | 12/01/2022 | 7182 Accounts Payable | GYM DOCTORS | 225.00 |
| | Invoice | Date | Description | Amount |
| | 00136746 | 11/10/2022 | 11/9/22 MONTHLY PREVENTIVE MAINTENANCE SERVICE | 225.00 |
| Check | 12/01/2022 | 7183 Accounts Payable | DUNCAN HALL | 1,145.84 |
| | Invoice | Date | Description | Amount |
| | 1010-101422 EXP | 10/18/2022 | EXPENSE REIMBURSEMENT-RIMS CONFERENCE 2022 | 1,145.84 |
| Check | 12/01/2022 | 7184 Accounts Payable | FRANK HERBERT | 953.10 |
| | Invoice | Date | Description | Amount |
| | 1024-102822 EXP | 11/15/2022 | EXPENSE REIMBURSEMENT-ICI SEXUAL ASSAULT | 953.10 |
| Check | 12/01/2022 | 7185 Accounts Payable | IDN WILCO INC | 319.70 |
| | Invoice | Date | Description | Amount |
| | 9955271-00 | 11/09/2022 | CITY HALL BLANKS | 319.70 |
| Check | 12/01/2022 | 7186 Accounts Payable | INDUSTRIAL PLUMBING SUPPLY, LLC. | 239.54 |
| | Invoice | Date | Description | Amount |
| | 104319 | 11/08/2022 | PD PLUMBING SUPPLIES | 239.54 |
| Check | 12/01/2022 | 7187 Accounts Payable | LEGACY ROOFING & WATERPROOFING | 805.00 |
| | Invoice | Date | Description | Amount |
| | 6008719-WO | 10/24/2022 | CITY HALL ROOF LEAK | 425.00 |
| | 6008720-WO | 10/24/2022 | CITY HALL CEILING LEAK | 380.00 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7188 Accounts Payable | BRIAN LEWIS | 107.24 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 112522EXP | 11/25/2022 | 3RD BOOT/JACKET REIMBURSEMENT 11/25/22 | 107.24 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7189 Accounts Payable | MEYERS NAVE, A PROFESSIONAL CORPORATION | 23,937.44 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 199965 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 6,319.00 |
| 199951 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 261.24 |
| 199956 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 8,918.40 |
| 199957 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 248.00 |
| 199958 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 3,604.80 |
| 199959 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 1,697.20 |
| 199963 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 2,609.80 |
| 199964 | 11/08/2022 | LEGAL SERVICES THROUGH OCTOBER 31, 2022 | 279.00 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7190 Accounts Payable | MFCP INC | 311.25 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 8521654 | 11/07/2022 | FLEET SUPPLIES | 311.25 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7191 Accounts Payable | MUNICIPAL MAINTENANCE EQUIPMENT INC | 337.12 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 0175301-IN | 11/08/2022 | FLEET DOWN HANDGUN | 337.12 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7192 Accounts Payable | NEWARK UNIFIED SCHOOL DISTRICT | 14,112.71 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| INV23-00059 | 11/08/2022 | NUSD ACWD 9/7/22-11/1/22 | 14,112.71 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7193 Accounts Payable | OWEN EQUIPMENT COMPANY | 915.44 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 00057082 | 07/26/2022 | SWEEPER PARTS | 915.44 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7194 Accounts Payable | PACIFIC GAS & ELECTRIC | 2,301.73 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 3926-110322 | 11/03/2022 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/29-10/27/22 | 98.81 |
| 0870-110322 | 11/03/2022 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/30-10/28/22 | 73.03 |
| 1859-110322 | 11/03/2022 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/29-10/27/22 | 2,129.89 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7195 Accounts Payable | PETERSON POWER SYSTEM INC | 1,843.60 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| PC001802058 | 10/25/2022 | FLEET REPAIR | 1,843.60 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7196 Accounts Payable | PHAN'S SMOG STATION | 40.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 049693 | 11/21/2022 | SMOG VEH 142 | 40.00 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7197 Accounts Payable | RUGGERI-JENSEN-AZAR | 8,993.68 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 88550 | 10/18/2022 | ON-CALL PLAN REVIEW SERVICES THROUGH 09/25/22 | 3,665.19 |
| 88789 | 11/17/2022 | ON-CALL PLAN REVIEW SERVICES THROUGH 10/30/22 | 3,950.50 |
| 88788 | 11/17/2022 | ON-CALL PLAN REVIEW SERVICES THROUGH 10/30/22 | 1,377.99 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7198 Accounts Payable | SFPUC | 3,729.48 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 56978 | 11/23/2022 | SFPUC RENT WATER AC#2866 | 2,798.34 |
| 56948 | 11/23/2022 | SFPUC RENT WATER AC#3642 | 931.14 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7199 Accounts Payable | TACTICAL RESOLUTIONS, LLC | 625.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 0926-092822 CW | 11/09/2022 | SURVEILLANCE & PLAIN CLOTHES TACTICAL OPERATIONS | 625.00 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7200 Accounts Payable | TURF STAR, INC. | 536.63 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 7254782-00 | 11/07/2022 | MOWER BLADE | 536.63 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7201 Accounts Payable | VERIZON WIRELESS | 3,764.51 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9920848407 | 11/18/2022 | IPHONE SVC 10/19-11/18/22 | 3,764.51 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7202 Accounts Payable | WEST COAST ARBORISTS INC | 2,765.85 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 192836 | 11/15/2022 | STREET TREE MAINTENANCE 11/1/22-11/15/22 | 2,765.85 |

| | | | | |
|---|---|---|---|---|
| Check | 12/01/2022 | 7203 Accounts Payable | ORION SECURITY | 3,844.72 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 119030 | 10/29/2022 | UNARMED, UNIFORMED SECURITY OFFICER 10/24/22 TO 10/27/22 | 1,155.20 |
| 119219 | 10/31/2022 | USE OF GOLF CART PRO-RATED: 10/1/22 - 10/7/22 | 90.32 |
| 119263 | 11/05/2022 | UNARMED, UNIFORMED SECURITY OFFICER 10/31/22 - 11/4/22 | 1,444.00 |
| 119313 | 11/12/2022 | UNARMED, UNIFORMED SECURITY OFFICER 11/7/22 - 11/10/22 | 1,155.20 |

| | | |
|---|---|---|
| AP ZBA ACCOUNTS PAYABLE Totals: | Transactions: 36 | $97,668.98 |

| | | |
|---|---|---|
| Checks: | 36 | $97,668.98 |

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 12/01/2022**

| Type | Date | Number Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | |
| Check | 12/01/2022 | 7204 Accounts Payable | FREMONT FORD | | 70,912.01 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 112222 | 11/22/2022 | VEH PURCHASE PROJECT 2023-05 | 70,912.01 |

| | | | | |
|---|---|---|---|---|
| AP ZBA ACCOUNTS PAYABLE Totals: | | | Transactions: 1 | $70,912.01 |
| Checks: | 1 | $70,912.01 | | |

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 12/08/2022**

| Type | Date | Number Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | |
| Check | 12/08/2022 | 7205 Accounts Payable | 4LEAF INC | | 14,577.75 |
| | Invoice | Date | Description | | Amount |
| | J1118A53-1 | 10/03/2022 | TEMPORARY PROFESSIONAL CODE ENFORCEMENT SVCS - 10/1/22-10/31/22 | | 14,577.75 |
| Check | 12/08/2022 | 7206 Accounts Payable | ACCESS | | 100.00 |
| | Invoice | Date | Description | | Amount |
| | 9721965 | 09/30/2022 | SHREDDING SVCS SEPT 2022 | | 100.00 |
| Check | 12/08/2022 | 7207 Accounts Payable | AFLAC | | 920.48 |
| | Invoice | Date | Description | | Amount |
| | 603081 | 12/01/2022 | AFLAC - NOVEMBER PREMIUMS | | 920.48 |
| Check | 12/08/2022 | 7208 Accounts Payable | ACCOPSA | | 1,000.00 |
| | Invoice | Date | Description | | Amount |
| | 2022-52 | 11/16/2022 | POST EXECUTIVE SEMINAR 2023 REG FEE | | 1,000.00 |
| Check | 12/08/2022 | 7209 Accounts Payable | ALLIED AUTO STORES INC | | 1,375.10 |
| | Invoice | Date | Description | | Amount |
| | OCT ' 22 | 10/31/2022 | AAS - AUTO PARTS 10/31/22 | | 1,375.10 |
| Check | 12/08/2022 | 7210 Accounts Payable | ARI INVESTIGATIONS INC. | | 14,041.64 |
| | Invoice | Date | Description | | Amount |
| | 22-135 | 11/22/2022 | ADMINISTRATIVE OR INTERNAL AFFAIRS INVESTIGATIONS | | 8,372.04 |
| | 22-136 | 09/21/2022 | ADMINISTRATIVE OR INTERNAL AFFAIRS INVESTIGATIONS | | 5,669.60 |
| Check | 12/08/2022 | 7211 Accounts Payable | BAIRD + DRISKELL COMMUNITY PLANNING | | 71,568.75 |
| | Invoice | Date | Description | | Amount |
| | 1387 | 10/28/2022 | HOUSING ELEMENT PREPARATION | | 71,568.75 |
| Check | 12/08/2022 | 7212 Accounts Payable | BAY CENTRAL PRINTING | | 64.27 |
| | Invoice | Date | Description | | Amount |
| | 193707 | 11/15/2022 | BUSINESS CARD IMPRINTING-BRANDON MCCUIN | | 64.27 |
| Check | 12/08/2022 | 7213 Accounts Payable | BURTON'S FIRE INC | | 450.09 |
| | Invoice | Date | Description | | Amount |
| | S 58357 | 11/18/2022 | FIRE TRUCK SUPPLIES-VALVE | | 450.09 |
| Check | 12/08/2022 | 7214 Accounts Payable | CHILDCARE CAREERS, LLC | | 287.60 |

| | Invoice | Date | Description | Amount |
|---|---|---|---|---|
| | 568735 | 11/11/2022 | 10/31/22 CHILDCARE SUBSTITUTE TEACHERS AIDE | 287.60 |
| Check | 12/08/2022 | 7215 Accounts Payable | CITY OF FREMONT | 55,444.00 |
| | Invoice | Date | Description | Amount |
| | 324721 | 07/01/2022 | SHELTER OPERATING EXPS JULY 2022 | 13,861.00 |
| | 325041 | 08/04/2022 | SHELTER OPERATING EXPS AUGUST 2022 | 13,861.00 |
| | 325148 | 09/01/2022 | SHELTER OPERATING EXPS SEPT 2022 | 13,861.00 |
| | 325235 | 10/06/2022 | SHELTER OPERATING EXPS OCTOBER 2022 | 13,861.00 |
| Check | 12/08/2022 | 7216 Accounts Payable | PETTY CASH CUSTODIAN-BEVERLY RYANS | 732.29 |
| | Invoice | Date | Description | Amount |
| | 071022 -112122 | 11/23/2022 | PETTY CASH REPL V#3189-3212 | 732.29 |
| Check | 12/08/2022 | 7217 Accounts Payable | DELTA DENTAL OF CALIFORNIA | 19,086.04 |
| | Invoice | Date | Description | Amount |
| | BE005244795 | 12/01/2022 | DELTA PPO - DECEMBER PREMIUMS | 19,086.04 |
| Check | 12/08/2022 | 7218 Accounts Payable | DELTA DENTAL INSURANCE COMPANY | 113.73 |
| | Invoice | Date | Description | Amount |
| | BE005242947 | 12/01/2022 | DELTA CARE - DECEMBER PREMIUM | 113.73 |
| Check | 12/08/2022 | 7219 Accounts Payable | DEPARTMENT OF JUSTICE | 636.00 |
| | Invoice | Date | Description | Amount |
| | 615367 | 11/03/2022 | FINGERPRINTING FEES-10/22 | 636.00 |
| Check | 12/08/2022 | 7220 Accounts Payable | ALHAMBRA | 310.59 |
| | Invoice | Date | Description | Amount |
| | 15734365 111322 | 12/06/2022 | 101422-110122 WATER SERVICE | 310.59 |
| Check | 12/08/2022 | 7221 Accounts Payable | EAST BAY LAWN MOWER | 513.10 |
| | Invoice | Date | Description | Amount |
| | 37365 | 11/21/2022 | FLEET PARTS | 513.10 |
| Check | 12/08/2022 | 7222 Accounts Payable | FEHR & PEERS | 262.13 |
| | Invoice | Date | Description | Amount |
| | 160337 | 11/21/2022 | TRAFFIC ENGINEERING-CEDAR/ROBSON HOMES-10/1/22-10/28/22 | 262.13 |
| Check | 12/08/2022 | 7223 Accounts Payable | FIDELITY SECURITY LIFE INSURANCE/EYEMED | 2,399.48 |
| | Invoice | Date | Description | Amount |
| | 165527408 | 12/01/2022 | EYEMED COBRA - DECEMBER PREMIUM | 59.19 |
| | 165538709 | 12/01/2022 | EYEMED - DECEMBER PREMIUM | 2,340.29 |
| Check | 12/08/2022 | 7224 Accounts Payable | FIRST BAPTIST CHURCH | 80.00 |
| | Invoice | Date | Description | Amount |
| | NOVEMBER 2022 | 12/01/2022 | CHURCH - FIRST BAPTIST CHURCH CONT.* | 80.00 |
| Check | 12/08/2022 | 7225 Accounts Payable | FOLGERGRAPHICS, INC | 2,113.22 |
| | Invoice | Date | Description | Amount |
| | 134219 | 11/17/2022 | WINTER SPRING 2022/2023 REC POSTCARDS | 2,113.22 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7226 Accounts Payable | GACHINA LANDSCAPE MANAGEMENT, INC. | 21,007.40 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| E 204373B | 11/01/2022 | TREE MAINTENANCE -NOV 2022 | 3,500.00 |
| E 204373A | 11/01/2022 | TREE MAINTENANCE - NOV 2022 | 17,507.40 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7227 Accounts Payable | GRAINGER | 432.29 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9496806739 | 10/31/2022 | BLDG SUPPLIES-LINE VOLT TSTAT HEAT | 70.54 |
| 9497275314 | 10/31/2022 | SILLIMAN GASKET | 19.02 |
| 9500308672 | 11/03/2022 | BLDG SUPPLIES-LINE VOLT TSTAT HEAT | 92.17 |
| 9503324650 | 11/04/2022 | HID BALLAST KIT FOR LAKESHORE PARK | 250.56 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7228 Accounts Payable | PATRICIA HADDOCK | 585.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 11302022 | 11/29/2022 | EDITING AND PROOFREADING WEBINAR-CLASS 2-11/29/22 | 585.00 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7229 Accounts Payable | HAYWARD SOFTBALL UMPIRES ASSOCIATION | 480.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| INV111222 | 11/12/2022 | 11/12/22 UMPIRES FOR ONE PITCH SOFTBALL TOURNAMENT | 480.00 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7230 Accounts Payable | HILLYARD | 2,423.63 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 604940945 | 11/15/2022 | LINERS | 2,423.63 |

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|---|---|---|---|---|
| Check | 12/08/2022 | 7231 Accounts Payable | YAMA HOMAYOUN | 438.83 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1107-110922 EXP | 11/07/2022 | EXPENSE REIMBURSEMENT-SLI SESSION 1 | 438.83 |

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|---|---|---|---|---|
| Check | 12/08/2022 | 7232 Accounts Payable | HYDE PRINTING | 2,581.53 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 86414 | 11/11/2022 | BUSINESS CARD SHELL IMPRINTING | 2,581.53 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7233 Accounts Payable | 2THRIVEMEDIA LLC DBA LOCO CANOPIES | 686.18 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 6389 | 11/30/2022 | ADDITIONAL CUSTOM RECREATION EVENT TABLE COVERS | 686.18 |

| | | | | |
|---|---|---|---|---|
| Check | 12/08/2022 | 7234 Accounts Payable | LIEBERT CASSIDY WHITMORE | 1,020.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 225695 | 08/31/2022 | PROFESSIONAL SERVICES THROUOGH 08/31/2022 | 1,020.00 |

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|---|---|---|---|---|
| Check | 12/08/2022 | 7235 Accounts Payable | JEFF MAPES | 1,378.07 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1113-111622 EXP | 11/13/2022 | EXPENSE REIMBURSEMENT-IPICD CONFERENCE LAS VEGAS | 1,378.07 |

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|---|---|---|---|---|
| Check | 12/08/2022 | 7236 Accounts Payable | METROPOLITAN PLANNING GROUP | 4,211.25 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2003489 | 10/20/2022 | CEDAR/ROBSON HOMES PROJECT/SVCS THRU 9/30/22 | 2,855.00 |
| 2003507 | 11/09/2022 | CEDAR/ROBSON HOMES PROJECT/SVCS THRU 10/31/22 | 1,356.25 |

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|---|---|---|---|---|
| Check | 12/08/2022 | 7237 Accounts Payable | MEYERS NAVE, A PROFESSIONAL CORPORATION | 1,504.50 |

| | Invoice | | Date | Description | Amount |
|---|---|---|---|---|---|
| | 199029 | | 10/20/2022 | LEGAL SVCS FOR CEDAR/ROBSON HOMES - SVCS THRU 9/30/22 | 855.00 |
| | 199952 | | 11/08/2022 | LEGAL SVCS SANCTUARY WEST - (SVCS THRU 10/31/22) | 649.50 |
| Check | 12/08/2022 | 7238 Accounts Payable | | PACIFIC GAS & ELECTRIC | 28,643.79 |
| | Invoice | | Date | Description | Amount |
| | 7786-112122 | | 11/21/2022 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 10/15-11/15/22 | 25,912.76 |
| | 7460-111522 | | 11/15/2022 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/27-10/25/22 | 2,731.03 |
| Check | 12/08/2022 | 7239 Accounts Payable | | PAKPOUR CONSULTING GROUP, INC. | 2,475.38 |
| | Invoice | | Date | Description | Amount |
| | 3979 | | 12/04/2022 | ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES (11/01-11/30/22) | 2,475.38 |
| Check | 12/08/2022 | 7240 Accounts Payable | | PETERSON POWER SYSTEM INC | 3,835.58 |
| | Invoice | | Date | Description | Amount |
| | PC001804862 | | 11/18/2022 | FLEET LOADER | 177.99 |
| | SW240185148 | | 10/25/2022 | COMMUNITY CENTER GENERATOR | 3,657.59 |
| Check | 12/08/2022 | 7241 Accounts Payable | | PHAN'S SMOG STATION | 160.00 |
| | Invoice | | Date | Description | Amount |
| | 049967 | | 11/29/2022 | SMOG VEH 155 | 40.00 |
| | 049986 | | 11/30/2022 | SMOG VEH 118 | 40.00 |
| | 049760 | | 12/02/2022 | SMOG VEH 25 | 40.00 |
| | 049785 | | 12/02/2022 | SMOG VEH 191 | 40.00 |
| Check | 12/08/2022 | 7242 Accounts Payable | | PNC EQUIPMENT FINANCE | 225.09 |
| | Invoice | | Date | Description | Amount |
| | 1574358 | | 11/25/2022 | PNC-LATE FEES | 10.72 |
| | 1551745 | | 10/24/2022 | PNC-LATE FEES | 214.37 |
| Check | 12/08/2022 | 7243 Accounts Payable | | PROVIDENT LIFE & ACCIDENT INSURANCE | 261.24 |
| | Invoice | | Date | Description | Amount |
| | NOVEMBER PREMIUM | | 12/01/2022 | UNUM - UNUM INSURANCE* | 261.24 |
| Check | 12/08/2022 | 7244 Accounts Payable | | HELEN QUE-GARCIA | 17.30 |
| | Invoice | | Date | Description | Amount |
| | 102022EXP | | 10/20/2022 | BREAKFAST FOR CRIME ANALYST ORAL BOARD | 17.30 |
| Check | 12/08/2022 | 7245 Accounts Payable | | ALEXANDRIA RIDDLES | 221.25 |
| | Invoice | | Date | Description | Amount |
| | 100622 EXP | | 10/20/2022 | EXPENSE REIMBURSEMENT-CA CASE LAW UPDATE - AR | 221.25 |
| Check | 12/08/2022 | 7246 Accounts Payable | | RINCON CONSULTANTS, INC | 997.00 |
| | Invoice | | Date | Description | Amount |
| | 43590 | | 11/11/2022 | HYATT HOUSE CE - PER. 10/1/22 - 10/31/22 | 997.00 |
| Check | 12/08/2022 | 7247 Accounts Payable | | ROSS RECREATION EQUIPMENT, INC. | 2,555.63 |
| | Invoice | | Date | Description | Amount |
| | I22073 | | 11/15/2022 | RECYCLED BENCH | 2,555.63 |
| Check | 12/08/2022 | 7248 Accounts Payable | | RUTAN & TUCKER, LLP | 522.00 |

| | Invoice | | Date | Description | Amount |
|---|---|---|---|---|---|
| | 945329 | | 11/18/2022 | AREA 4 CEQA | 522.00 |
| Check | 12/08/2022 | 7249 Accounts Payable | | WILLE ELECTRIC SUPPLY CO., INC | 329.07 |
| | Invoice | | Date | Description | Amount |
| | S2114092.001 | | 11/16/2022 | LIGHT BULB REPLACEMENT | 329.07 |
| Check | 12/08/2022 | 7250 Accounts Payable | | SEDGWICK | 3,580.00 |
| | Invoice | | Date | Description | Amount |
| | BRS-0020220 | | 11/16/2022 | REMOTE RISK CONTROL-OCTOBER 2022 | 3,580.00 |
| Check | 12/08/2022 | 7251 Accounts Payable | | SILVER & WRIGHT LLP | 1,494.29 |
| | Invoice | | Date | Description | Amount |
| | 30528 | | 11/01/2022 | PROFESSIONAL SERVICES THROUGH OCTOBER, 31, 2022 | 1,494.29 |
| Check | 12/08/2022 | 7252 Accounts Payable | | STANDARD INSURANCE COMPANY | 2,855.72 |
| | Invoice | | Date | Description | Amount |
| | NOVEMBER PREMIUM | | 11/29/2022 | STANDARD - STANDARD INSURANCE COMPANY* | 1,363.36 |
| | DECEMBER PREMIUM | | 12/01/2022 | STANDARD - STANDARD INSURANCE COMPANY* | 1,492.36 |
| Check | 12/08/2022 | 7253 Accounts Payable | | STANTEC CONSULTING SERVICES INC | 8,809.50 |
| | Invoice | | Date | Description | Amount |
| | 1965852 | | 08/17/2022 | EIR CONSULTING FOR MOWRY VILLAGE PROJECT - PERIOD ENDING 7/29/22 | 6,885.00 |
| | 2006748 | | 11/21/2022 | EIR CONSULTING FOR MOWRY VILLAGE PROJECT - PER. ENDING 10/28/22 | 1,924.50 |
| Check | 12/08/2022 | 7254 Accounts Payable | | SUN RIDGE SYSTEMS INC | 66,981.00 |
| | Invoice | | Date | Description | Amount |
| | 7191 | | 08/11/2022 | RIMS ANNUAL SUPPORT SERVICES - 8/29/22-8/28/23 | 66,981.00 |
| Check | 12/08/2022 | 7255 Accounts Payable | | SURF TO SNOW ENVIRONMENTAL RESOURCE | 1,000.00 |
| | Invoice | | Date | Description | Amount |
| | 12451 | | 10/31/2022 | MUNICIPAL STORMWATER INSPECTION SERVICES (10/01-10/31/22) | 250.00 |
| | 12387 | | 10/31/2022 | MUNICIPAL STORMWATER INSPECTION SERVICES (09/01-09/30/22) | 750.00 |
| Check | 12/08/2022 | 7256 Accounts Payable | | TEMPERATURE TECHNOLOGY INC. | 410.00 |
| | Invoice | | Date | Description | Amount |
| | I2156 | | 11/16/2022 | HVAC REPAIR - COMMUNITY CENTER 11/16/22 | 410.00 |
| Check | 12/08/2022 | 7257 Accounts Payable | | THE GOODYEAR TIRE & RUBBER COMPANY | 792.90 |
| | Invoice | | Date | Description | Amount |
| | 184-1097959 | | 11/17/2022 | TIRE SERVICE | 792.90 |
| Check | 12/08/2022 | 7258 Accounts Payable | | JENNIFER TRAN | 68.88 |
| | Invoice | | Date | Description | Amount |
| | 1101-113022EXP | | 11/30/2022 | MILEAGE REIMBURSEMENT NOVEMBER 2022 | 68.88 |
| Check | 12/08/2022 | 7259 Accounts Payable | | ANGUIANO , GABRIEL | 350.00 |
| | Invoice | | Date | Description | Amount |
| | 663022 | | 11/29/2022 | REFUND FOR COMM CTR RENTAL DEPOSIT MINUS $150 FOR PATIO ADD-ON | 350.00 |
| Check | 12/08/2022 | 7260 Accounts Payable | | WOLSKO , PATRICIA | 24,683.00 |

| | Invoice | Date | Description | Amount |
|---|---|---|---|---|
| | 22-04376-001 | 11/22/2022 | EVIDENCE MONEY - PATRICIA WOLSKO | 24,683.00 |
| EFT | 12/08/2022 | 434 Accounts Payable | SPECTRUM SMALL BUSINESS SERVICES, LLC 325084426 / 5348560846 | 5,115.50 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 11302022-GENERAL | 11/30/2022 | CONSULTING AND REFERRAL TO BUSINESS SUPPORT AGENCIES-3RD AMEND | 5,115.50 |

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 57 $379,209.06

| | | |
|---|---|---|
| Checks: | 56 | $374,093.56 |
| EFTs: | 1 | $5,115.50 |

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 12/15/2022**

| Type | Date | Number Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | |
| Check | 12/15/2022 | 7267 Accounts Payable | 4IMPRINT, INC. | | 1,863.28 |
| | Invoice | Date | Description | | Amount |
| | 24119573 | 12/13/2022 | REC LOGO GIVEAWAY ITEMS FOR SPECIAL EVENTS | | 1,863.28 |
| Check | 12/15/2022 | 7268 Accounts Payable | ALAMEDA COUNTY FIRE DEPARTMENT | | 1,954,040.84 |
| | Invoice | Date | Description | | Amount |
| | 2022-23-130 | 11/22/2022 | CONTRACT FIRE SERVICES - 11/22 | | 977,020.42 |
| | 2022-23-123 | 10/19/2022 | CONTRACT FIRE SERVICES - 10/22 | | 977,020.42 |
| Check | 12/15/2022 | 7269 Accounts Payable | ALAMEDA COUNTY WATER DISTRICT | | 2,292.51 |
| | Invoice | Date | Description | | Amount |
| | 1001-113022 | 12/01/2022 | ACWD HYDRANT 10/1-11/30/22 | | 2,292.51 |
| Check | 12/15/2022 | 7270 Accounts Payable | ALESHIRE & WYNDER, LLP | | 3,538.00 |
| | Invoice | Date | Description | | Amount |
| | 72129 | 12/01/2022 | FY 22/23 INVESTIGATION & LEGAL SERVICES THROUGH 11/17/2022 | | 3,538.00 |
| Check | 12/15/2022 | 7271 Accounts Payable | ALLIED AUTO STORES INC | | 873.52 |
| | Invoice | Date | Description | | Amount |
| | NOV ' 22 | 11/30/2022 | AAS - AUTO PARTS 11/30/22 | | 873.52 |
| Check | 12/15/2022 | 7272 Accounts Payable | AT&T | | 905.60 |
| | Invoice | Date | Description | | Amount |
| | 2300 - 070122 | 07/01/2022 | CAPTION LISTING - 7/1-7/31/22 | | 181.12 |
| | 2300-080122 | 08/01/2022 | CAPTION LISTING - 8/1-8/31/22 | | 181.12 |
| | 2300- 100122 | 10/01/2022 | CAPTION LISTING - 10/1-10/31/22 | | 181.12 |
| | 2300 - 110122 | 11/01/2022 | CAPTION LISTING - 11/1-11/30/22 | | 362.24 |
| Check | 12/15/2022 | 7273 Accounts Payable | JASON AVERY | | 192.94 |
| | Invoice | Date | Description | | Amount |
| | 120622EXP | 12/06/2022 | BOOT REIMBURSEMENT 12/06/22 | | 192.94 |
| Check | 12/15/2022 | 7274 Accounts Payable | JOSEPH Q. BALATBAT | | 715.70 |
| | Invoice | Date | Description | | Amount |
| | 100122-100422EXP | 12/14/2022 | HOTEL ACCOMMODATIONS/MEALS & TRANSPORTATION FOR APA CONFERENCE | | 715.70 |
| Check | 12/15/2022 | 7275 Accounts Payable | BARG COFFIN LEWIS & TRAPP, LLP | | 165.00 |
| | Invoice | Date | Description | | Amount |

| | | | | |
|---|---|---|---|---|
| | 47280 | 11/30/2022 | LEGAL SERVICES THROUGH NOVEMBER 2022 | 165.00 |
| Check | 12/15/2022 | 7276 Accounts Payable | BATTERY SYSTEMS | 508.97 |
| | Invoice | Date | Description | Amount |
| | 35322211181118 | 11/22/2022 | BATTERIES | 508.97 |
| Check | 12/15/2022 | 7277 Accounts Payable | BAY AREA TEMPORARY SANITATION, INC. | 417.78 |
| | Invoice | Date | Description | Amount |
| | 98708 | 11/08/2022 | 11/4/22 FISHING IN THE CITY RESTROOM RENTAL | 417.78 |
| Check | 12/15/2022 | 7278 Accounts Payable | BAY CENTRAL PRINTING | 64.27 |
| | Invoice | Date | Description | Amount |
| | 193995 | 12/06/2022 | BUSININESS CARDS FOR MICHAEL HANNON | 64.27 |
| Check | 12/15/2022 | 7279 Accounts Payable | BLAISDELL'S BUSINESS PRODUCTS | 2,902.22 |
| | Invoice | Date | Description | Amount |
| | DEC'22 | 12/01/2022 | OFFICE SUPPLIES | 2,902.22 |
| Check | 12/15/2022 | 7280 Accounts Payable | CSULB FOUNDATION | 746.00 |
| | Invoice | Date | Description | Amount |
| | 0109-011123-JB | 12/07/2022 | ADVANCED CSI, GARDEN GROVE 0/09-01/11/23-JEREMY B | 373.00 |
| | 0109-011123-KF | 12/07/2022 | ADVANCED CSI, GARDEN GROVE 0/09-01/11/23-KARL F | 373.00 |
| Check | 12/15/2022 | 7281 Accounts Payable | CATO | 690.00 |
| | Invoice | Date | Description | Amount |
| | 0109-011323-SL | 12/07/2022 | SWAT TEAM LEADTER COURSE - STEVEN LOSIER | 690.00 |
| Check | 12/15/2022 | 7282 Accounts Payable | ELSA CERVANTES | 554.21 |
| | Invoice | Date | Description | Amount |
| | 0411-041322EXP | 05/19/2022 | EXPENSE REIMBURSEMENT | 554.21 |
| Check | 12/15/2022 | 7283 Accounts Payable | CLASSIC GRAPHICS | 1,456.36 |
| | Invoice | Date | Description | Amount |
| | 46669 | 07/12/2022 | FLEET OUTFITTING-FORD EXPLORER | 1,456.36 |
| Check | 12/15/2022 | 7284 Accounts Payable | COMCAST | 3,137.79 |
| | Invoice | Date | Description | Amount |
| | 8821 -092822 PD | 08/24/2022 | TELEVISION & PUBLIC WIFI ACCESS 08/29-09/28/22 | 720.69 |
| | 8821-102822 PD | 09/24/2022 | TELEVISION & PUBLIC WIFI ACCESS 09/29-10/28/22 | 720.69 |
| | 8821-112822 | 10/24/2022 | TELEVISION & PUBLIC WIFI ACCESS 10/29-11/28/22 | 879.60 |
| | 8821-122822 | 11/24/2022 | TELEVISION & PUBLIC WIFI ACCESS 11/29-12/28/22 | 816.81 |
| Check | 12/15/2022 | 7285 Accounts Payable | COUNTY OF ALAMEDA | 1,037.50 |
| | Invoice | Date | Description | Amount |
| | NOVEMBER 2022 | 12/05/2022 | CITATION PROCESSING FEES - NOVEMBER '22 | 1,037.50 |
| Check | 12/15/2022 | 7286 Accounts Payable | DEPARTMENT OF JUSTICE | 254.00 |
| | Invoice | Date | Description | Amount |
| | 621718 | 12/05/2022 | FINGERPRINTING FEES-11/22 | 254.00 |
| Check | 12/15/2022 | 7287 Accounts Payable | MARVIN RAMIREZ | 349.97 |
| | Invoice | Date | Description | Amount |

| | | | | | |
|---|---|---|---|---|---|
| | 1677 | | 10/13/2022 | NOTICE OF CANDIDATES FOR PUBLIC OFFICE PUBLISHED SEP 23, 2022 | 349.97 |
| Check | 12/15/2022 | 7288 Accounts Payable | | EMBLEM ENTERPRISES, INC. | 946.92 |
| | Invoice | | Date | Description | Amount |
| | 870554 | | 11/21/2022 | PATCHES | 946.92 |
| Check | 12/15/2022 | 7289 Accounts Payable | | EQUIFAX INFORMATION SVCS LLC | 108.71 |
| | Invoice | | Date | Description | Amount |
| | 2053667037 | | 11/23/2022 | CREDIT BUREAU REPORT FEES | 108.71 |
| Check | 12/15/2022 | 7290 Accounts Payable | | FEDEX | 38.09 |
| | Invoice | | Date | Description | Amount |
| | 7-957-61017 | | 11/25/2022 | PACKAGE DELIVERY | 38.09 |
| Check | 12/15/2022 | 7291 Accounts Payable | | FLOCK SAFETY | 59,500.00 |
| | Invoice | | Date | Description | Amount |
| | INV-4249 | | 11/10/2022 | FLOCK CAMERA - YEAR 1 CONTRACT | 59,500.00 |
| Check | 12/15/2022 | 7292 Accounts Payable | | FRANK BONETTI PLUMBING INC | 6,894.71 |
| | Invoice | | Date | Description | Amount |
| | 72610 | | 11/22/2022 | ASH RESTROOM REPAIR | 340.00 |
| | 72632 | | 11/23/2022 | CITY HALL CEILING LEAK | 1,419.71 |
| | 72476 | | 11/03/2022 | FIRE STATION LADIES ROOM AND JANIROTS CLOSET BACK UP | 5,135.00 |
| Check | 12/15/2022 | 7293 Accounts Payable | | GRAINGER | 232.51 |
| | Invoice | | Date | Description | Amount |
| | 9510168132 | | 11/11/2022 | BLDG SUPPLIES-ANCHOR | 232.51 |
| Check | 12/15/2022 | 7294 Accounts Payable | | DAVID HIGBEE | 1,300.00 |
| | Invoice | | Date | Description | Amount |
| | 111922HIGBEE | | 12/07/2022 | EE COMPUTER LOAN PROGRAM | 1,300.00 |
| Check | 12/15/2022 | 7295 Accounts Payable | | HILLYARD | 2,056.37 |
| | Invoice | | Date | Description | Amount |
| | 604948954 | | 11/22/2022 | SILLIMAN JANITORIAL SUPPLIES | 2,056.37 |
| Check | 12/15/2022 | 7296 Accounts Payable | | HOME DEPOT CREDIT SERVICES | 2,744.69 |
| | Invoice | | Date | Description | Amount |
| | NOV ' 22 | | 11/13/2022 | HDCC-SUPPLIES | 2,744.69 |
| Check | 12/15/2022 | 7297 Accounts Payable | | INDUSTRIAL PLUMBING SUPPLY, LLC. | 315.17 |
| | Invoice | | Date | Description | Amount |
| | 104564 | | 11/21/2022 | PD PLUMBING SUPPLIES | 315.17 |
| Check | 12/15/2022 | 7298 Accounts Payable | | INTEGRATED TACTICAL CONCEPTS, LLC | 1,700.00 |
| | Invoice | | Date | Description | Amount |
| | 101022-SWAT | | 10/10/2022 | SPECIAL WEAPONS AND TACTICS COURSE-1/23-2/03/23-SHWAN TORRES | 1,700.00 |
| Check | 12/15/2022 | 7299 Accounts Payable | | KBA DOCUMENT SOLUTIONS, LLC | 5,533.68 |
| | Invoice | | Date | Description | Amount |
| | 55Y1319657 | | 11/01/2022 | COPIER LEASE YEAR 1 OF 5 - NOV '22 | 1,531.15 |
| | 55Y1315119 | | 10/17/2022 | COPIER LEASE YEAR 1 OF 5 - OVERAGES 9/22-10/21/22 | 396.67 |

| | | | | |
|---|---|---|---|---|
| | 55Y1306305 | 09/14/2022 | COPIER LEASE YEAR 1 OF 5 - HP TONER | 794.08 |
| | 55Y1302995 | 08/31/2022 | COPIER LEASE YEAR 1 OF 5 - HP TONER | 671.42 |
| | 55Y1312519 | 10/05/2022 | COPIER LEASE YEAR 1 OF 5 - SERIVCE | 989.00 |
| | 55Y1325467 | 11/23/2022 | COPIER LEASE YEAR 1 OF 5 | 575.68 |
| | 55Y1325532 | 11/23/2022 | COPIER LEASE YEAR 1 OF 5 | 575.68 |
| Check | 12/15/2022 | 7300 Accounts Payable | NAPA AUTO PARTS | 1,865.33 |
| | Invoice | Date | Description | Amount |
| | NOV ' 22 | 11/30/2022 | NAPA-SUPPLIES NOVEMBER 2022 | 1,865.33 |
| Check | 12/15/2022 | 7301 Accounts Payable | LEGACY ROOFING & WATERPROOFING | 1,625.00 |
| | Invoice | Date | Description | Amount |
| | 6008834-WO | 11/30/2022 | ROOF REPAIR - SERVICE CENTER | 1,625.00 |
| Check | 12/15/2022 | 7302 Accounts Payable | LELAND CONSULTING GROUP, INC. | 13,257.50 |
| | Invoice | Date | Description | Amount |
| | 6470.1.1 | 11/22/2022 | ADVISORY SERVICES FOR 10/22 - 11/22 - NEWARK HOTEL STUDY | 13,257.50 |
| Check | 12/15/2022 | 7303 Accounts Payable | LEXISNEXIS RISK DATA MANAGEMENT INC. | 424.20 |
| | Invoice | Date | Description | Amount |
| | 1415640-20221031 | 10/31/2022 | BACKGROUND CHECKS OCTOBER 2022 | 424.20 |
| Check | 12/15/2022 | 7304 Accounts Payable | LOOMIS | 336.99 |
| | Invoice | Date | Description | Amount |
| | 13148334 | 11/30/2022 | ARMORED CAR SERVICE - 11/22 | 336.99 |
| Check | 12/15/2022 | 7305 Accounts Payable | LYNN PEAVEY COMPANY | 116.70 |
| | Invoice | Date | Description | Amount |
| | 395457 | 11/18/2022 | EVIDENCE SUPPLIES | 116.70 |
| Check | 12/15/2022 | 7306 Accounts Payable | MARK GOTHARD | 4,395.60 |
| | Invoice | Date | Description | Amount |
| | 120822 | 12/13/2022 | 9/8-12/8/22 ENERGY THRU IRON & KARATE | 3,645.60 |
| | 121322 | 12/13/2022 | 11/3-12/1/22 SENIOR SELF DEFENSE CLASS | 750.00 |
| Check | 12/15/2022 | 7307 Accounts Payable | MEYERS NAVE, A PROFESSIONAL CORPORATION | 26,893.11 |
| | Invoice | Date | Description | Amount |
| | 200827 | 12/07/2022 | LEGAL SVCS FOR CEDAR/ROBSON HOMES - SVCS THRU 11/30/22 | 95.00 |
| | 200818 | 12/07/2022 | LEGAL SVCS FOR NEWPARK MALL REDEVELOPMENT - SVCS THRU 11/30/22 | 216.50 |
| | 200817 | 12/07/2022 | LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 11/30/22 | 1,775.30 |
| | 200832 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 4,281.00 |
| | 200816 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 236.31 |
| | 200821 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 12,977.60 |
| | 200822 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 558.00 |
| | 200823 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 899.00 |
| | 200824 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 2,930.60 |
| | 200830 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 2,334.80 |
| | 200831 | 12/07/2022 | LEGAL SERVICES THROUGH NOVEMBER 30, 2022 | 589.00 |
| Check | 12/15/2022 | 7308 Accounts Payable | MISSION LINEN SUPPLY - UNIFORM | 13,926.15 |

| | Invoice | Date | Description | Amount |
|---|---|---|---|---|
| | JUL' 22 | 07/31/2022 | UNIFORM/MATS JULY 2022 | 2,471.19 |
| | AUG' 22 | 08/31/2022 | UNIFORM/MATS AUGUST 2022 | 3,197.65 |
| | SEPT' 22 | 09/30/2022 | UNIFORM/MATS SEPTEMBER 2022 | 2,872.68 |
| | OCT ' 22 | 10/31/2022 | UNIFORM/MATS OCTOBER 2022 | 3,141.11 |
| | NOV ' 22 | 11/30/2022 | UNIFORM/MATS NOVEMBER 2022 | 2,243.52 |
| Check | 12/15/2022 | 7309 Accounts Payable | NETWORK CONTRACTING LLC | 682.50 |
| | Invoice | Date | Description | Amount |
| | 3988 | 10/21/2022 | NETWORK CONSULTING SERVICES | 390.00 |
| | 4003 | 11/11/2022 | NETWORK CONSULTING SERVICES 11/11/22 | 292.50 |
| Check | 12/15/2022 | 7310 Accounts Payable | NAPA VALLEY COLLEGE | 350.00 |
| | Invoice | Date | Description | Amount |
| | 0109-0113-JH | 12/07/2022 | FIELD TRAINING OFFICER-JUAN HERRERA | 350.00 |
| Check | 12/15/2022 | 7311 Accounts Payable | PHOENIX GROUP INFORMATION SYSTEMS | 216.80 |
| | Invoice | Date | Description | Amount |
| | 102022101 | 11/15/2022 | PARKING CITATION PROGRAM OCTOBER 2022 | 216.80 |
| Check | 12/15/2022 | 7312 Accounts Payable | R3 CONSULTING, INC | 6,527.50 |
| | Invoice | Date | Description | Amount |
| | 122343 | 12/02/2022 | WASTE HAULER FRANCHISE AGREEMENT NEGOTIATION SERVICES - 11/30/22 | 6,527.50 |
| Check | 12/15/2022 | 7313 Accounts Payable | ROBERT HALF | 20,384.00 |
| | Invoice | Date | Description | Amount |
| | 60908665 | 10/18/2022 | TEMPOARY STAFF GARY - 10/14 | 2,772.00 |
| | 60920304 | 10/19/2022 | TEMPORARY STAFF - KHADAR 10/14 | 3,740.00 |
| | 60960363 | 10/26/2022 | TEMPORARY STAFF KHADAR - 10/21 | 4,950.00 |
| | 60989569 | 11/01/2022 | TEMPORARY STAFF GARY - 10/28 | 2,772.00 |
| | 61001223 | 11/02/2022 | TEMPORARY STAFF KHADAR- 10/28 | 3,630.00 |
| | 60449193 | 08/01/2022 | TEMPORARY STAFF GARY 07/29 | 2,520.00 |
| Check | 12/15/2022 | 7314 Accounts Payable | WILLE ELECTRIC SUPPLY CO., INC | 500.24 |
| | Invoice | Date | Description | Amount |
| | S2114974.002 | 11/23/2022 | SILLIMAN BULBS | 500.24 |
| Check | 12/15/2022 | 7315 Accounts Payable | SAVAGE TRAINING GROUP LLC | 610.00 |
| | Invoice | Date | Description | Amount |
| | 1826 | 11/09/2022 | FIELD TRAINING PROGRAM SUPERVISOR 12/12-12/14/22 | 610.00 |
| Check | 12/15/2022 | 7316 Accounts Payable | SCHOOL SPORT, INC. | 6,475.00 |
| | Invoice | Date | Description | Amount |
| | 22194 | 11/22/2022 | SILLIMAN GYM CURTAIN REPAIR | 6,475.00 |
| Check | 12/15/2022 | 7317 Accounts Payable | SIMON & COMPANY INC | 1,720.00 |
| | Invoice | Date | Description | Amount |
| | 11-2022 | 11/29/2022 | PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE | 1,720.00 |
| Check | 12/15/2022 | 7318 Accounts Payable | STANTEC CONSULTING SERVICES INC | 1,494.00 |
| | Invoice | Date | Description | Amount |

| | | | | |
|---|---|---|---|---|
| | 2016739 | 12/09/2022 | EIR CONSULTING FOR MOWRY VILLAGE - PERIOD ENDING 11/25/22 | 1,494.00 |
| Check | 12/15/2022 | 7319 Accounts Payable | STAPLES | 399.37 |
| | Invoice | Date | Description | Amount |
| | 8068279293 | 11/15/2022 | OFFICE SUPPLIES | 399.37 |
| Check | 12/15/2022 | 7320 Accounts Payable | T-MOBILE | 139.04 |
| | Invoice | Date | Description | Amount |
| | 966241989-112122 | 11/21/2022 | IPHONE SVC 10/21-11/20/22 | 139.04 |
| Check | 12/15/2022 | 7321 Accounts Payable | T-MOBILE USA, INC | 75.00 |
| | Invoice | Date | Description | Amount |
| | 9517363564 | 12/05/2022 | IPHONE SVC - TIMING ADVANCE | 75.00 |
| Check | 12/15/2022 | 7322 Accounts Payable | HINDERLITER DE LLAMAS & ASSOCIATES | 11,833.82 |
| | Invoice | Date | Description | Amount |
| | SIN022864 | 11/14/2022 | SALES TAX AUDIT SERVICES Q2/2022 | 5,150.13 |
| | SIN022719 | 10/31/2022 | TRANSACTIONS TAX Q2/2022 | 6,683.69 |
| Check | 12/15/2022 | 7323 Accounts Payable | TREASURER OF ALAMEDA COUNTY | 87,457.00 |
| | Invoice | Date | Description | Amount |
| | 22M10:09 | 10/17/2022 | ALAMEDA COUNTY CLEAN WATER PROGRAM CONTRIBUTION FY22/23 | 87,457.00 |
| Check | 12/15/2022 | 7324 Accounts Payable | U.S. BANK CORPORATE PAYMENT SYSTEMS | 43,466.38 |
| | Invoice | Date | Description | Amount |
| | 112222STMT | 11/22/2022 | CC PAYMENT 11/22/22 | 43,466.38 |
| Check | 12/15/2022 | 7325 Accounts Payable | UTILITY TELECOM GROUP, LLC | 20,117.69 |
| | Invoice | Date | Description | Amount |
| | NOV '22 | 11/16/2022 | TELEPHONE & NETWORK PROVIDER - NOV '22 | 20,117.69 |
| Check | 12/15/2022 | 7326 Accounts Payable | BOSCO OIL INC DBA VALLEY OIL | 26,636.23 |
| | Invoice | Date | Description | Amount |
| | 138667 | 12/08/2022 | DIESEL FUEL | 26,636.23 |
| Check | 12/15/2022 | 7327 Accounts Payable | VERIZON WIRELESS | 26,105.49 |
| | Invoice | Date | Description | Amount |
| | 9916093181 | 09/18/2022 | WIRELESS SERVICE 8/19-9/18/2022 | 6,287.78 |
| | 9918462794 | 10/18/2022 | WIRELESS SERVICE 9/19-10/18/22 | 6,420.12 |
| | 9920848406 | 11/18/2022 | WIRELESS SERVICE 10/19-11/18/2022 | 8,800.28 |
| | 9920095301 | 11/09/2022 | CELL SVC FOR MDC'S 10/10-11/09/22 & 11/10-12/09/22 | 4,597.31 |
| Check | 12/15/2022 | 7328 Accounts Payable | VINTAGE CATERING | 3,092.51 |
| | Invoice | Date | Description | Amount |
| | 2021126 | 12/06/2022 | APPETIZERS FOR CITY COUNCIL RECEPTION 12/08/2022 | 3,092.51 |
| Check | 12/15/2022 | 7329 Accounts Payable | WEST COAST ARBORISTS INC | 28,331.15 |
| | Invoice | Date | Description | Amount |
| | 190860 | 09/15/2022 | PARK TREE MAINT 9/1/22-9/15/22 | 12,037.50 |
| | 191764 | 10/15/2022 | PARK TREE MAINT 10/1/22-10/15/22 | 1,143.80 |
| | 192679 | 10/31/2022 | PARK TREE MAINT 10/16/22-10/31/22 | 14,495.50 |

| | | | | | |
|---|---|---|---|---|---|
| | 192837 | 11/15/2022 | PARK TREE MAINT 11/1/2022-11/15/2022 | | 654.35 |
| Check | 12/15/2022 | 7330 Accounts Payable | CORPUZ , RUSS | | 500.00 |
| | Invoice | Date | Description | | Amount |
| | 664030 | 12/12/2022 | REFUND FOR COMM CTR RENTAL DEPOSIT | | 500.00 |
| Check | 12/15/2022 | 7331 Accounts Payable | MARGATE , RHEA | | 11.25 |
| | Invoice | Date | Description | | Amount |
| | 664070 | 12/13/2022 | REFUND FOR CANCELLED CLASS DUE TO HOLIDAY | | 11.25 |
| Check | 12/15/2022 | 7332 Accounts Payable | ROHMANI , LIDA | | 117.00 |
| | Invoice | Date | Description | | Amount |
| | 664074 | 12/13/2022 | REFUND FOR CANCELLED CLASS | | 117.00 |
| Check | 12/15/2022 | 7333 Accounts Payable | SALCEDO , IVAN | | 117.00 |
| | Invoice | Date | Description | | Amount |
| | 663475 | 12/05/2022 | PARTICIPANT USING SCHOLARSHIP FUNDS INSTEAD | | 117.00 |
| Check | 12/15/2022 | 7334 Accounts Payable | CLIENTFIRST TECHNOLOGY CONSULTING | | 20,797.50 |
| | Invoice | Date | Description | | Amount |
| | 14206 | 09/30/2022 | INFO TECH DEPARTMENT SUPPORT 9/1-9/12/22 | | 2,863.75 |
| | 14302 | 10/31/2022 | IT SUPPORT 09/12/2022-10/31/2022 | | 17,933.75 |
| EFT | 12/15/2022 | 435 Accounts Payable | SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. | 121000248 / 4942808510 | 24,367.57 |
| | Invoice | Date | Description | | Amount |
| | CC20221208131937 | 12/08/2022 | CC-WC-CLAIM#NEWA-1410 | | 10,150.00 |
| | SF-8510-01208869 | 12/01/2022 | FY 22/23 WORKERS COMPENSATION CLAIMS -11/01/22-11/30/22 | | 14,217.57 |
| AP ZBA ACCOUNTS PAYABLE Totals: | | | Transactions: 69 | | $2,453,441.93 |

| | | |
|---|---|---|
| Checks: | 68 | $2,429,074.36 |
| EFTs: | 1 | $24,367.57 |

# STAFF REPORT

Item D. 2.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Sheila Harrington, City Clerk |
| **SUBJECT** | Approval of December 8 and December 15, 2022 meeting minutes |

## Attachments

Minutes regular meeting
Minutes special meeting

**Minutes**
**Thursday, December 8, 2022**
**7:00 P.M.**

## A. ROLL CALL

Mayor Nagy called the meeting to order at 7:00 p.m. Vice Mayor Hannon, Council Members Collazo, Freitas, and Bucci were noted present. Council Member Elect Jorgens was in the audience.

The Newark Police Department Honor Guard presented the colors.

The Pledge of Allegiance was led by Vice Mayor Hannon's grandchildren Owen and Eve.

## B. PRESENTATIONS

**1.** Resolution declaring the results of the General Municipal Election of November 8, 2022 Resolution No. 11443

City Manager Benoun introduced the dignitaries in the audience. He gave the staff report recommending approval.

Mayor Nagy moved, Council Member Collazo seconded to adopt the resolution declaring the results of the General Municipal Election of November 8, 2022. The motion passed, 5 AYES.

Mayor Nagy thanked the voters for electing him 13 times, his wife Connie for her support, and City staff. He shared special memories of each Council Member, then stepped down from the dais and joined the audience.

City Manager Benoun presented a City flag to Mayor Nagy in honor of his service.

City Clerk Harrington administered the Oath of Office to Mayor Hannon, Council Member Bucci, and Council Member Jorgens.

Mayor Hannon, Council Bucci, and Council Member Jorgens each expressed their thanks to the previous Mayors, their families, friends and colleagues and their collective excitement to serve the City of Newark.

## C. PUBLIC COMMENT

Patrick Hannon congratulated his brother on being elected Mayor.

Rich Dominguez shared a story about witnessing Mayor Nagy cleaning graffiti the Saturday after being elected Mayor the first time.

Simone Chen congratulated Mayor Hannon and Council Members Bucci and Jorgens on their election. She announced that Congressperson Ro Khanna would hold a town hall meeting at Newark Memorial High School Theatre on December 18, Mayor Nagy would be honored at the meeting.

Kimberly Hartz, CEO of Washington Hospital thanked Mayor Nagy for his service to the community.

## D. CONSENT CALENDAR

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

**1.** Approval of Audited Demands

**2.** Approval of November 10, 2022, special and regular meeting minutes

**3.** Motion approving the 2023 Local Appointments List and distribution

**4.** Adopt a resolution accepting Annual Impact Fee Report for Fiscal Year 2021-2022
Resolution No. 11444

**5.** Adopt resolutions establishing the City Council meeting calendar for 2023 and authorizing the City Manager to take administrative actions during the August Recess
Resolution No. 11445 Meeting Calendar
Resolution No. 11446 August Recess

**6.** 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 December 8 Pursuant to AB 361
Resolution No. 11447

**7.** Adopt a Resolution confirming the continued existence of a local emergency due to the COVID-19 Pandemic
Resolution No. 11448

## B. PUBLIC HEARINGS

## C. OTHER BUSINESS

## D. CITY COUNCIL MATTERS

**1.** Approval of Motion appointing Vice Mayor and Resolution authorizing the Vice Mayor to execute financial documents
Resolution No. 11449

Mayor Hannon nominated Council Member Collazo to serve as Vice Mayor.

No one requested to speak.

Council Member Bucci moved, Council Member Jorgens seconded to adopt a motion naming Council Member Collazo Vice Mayor and adoption of a resolution authorizing the Vice Mayor to execute financial documents. The motion passed 5 AYES.

**2.** Adopt a resolution confirming the Mayor's appointments to various agencies, boards, commissions, and committees
Resolution No. 11450

Mayor Hannon announced his appointments.

| | |
|---|---|
| Alameda County Fire Advisory Commission | Council Members Bucci and Collazo – delegate and alternate |
| Alameda County Library Advisory Commission | Council Members Collazo and Jorgens– delegate and alternate |
| Alameda-Contra Costa Transit District Policy Advisory Committee | Mayor Hannon and Council Member Bucci – delegates |
| Alameda County Transportation Commission | Council Members Freitas and Collazo – delegate and alternate |
| Alameda County Waste Management Authority Board/Stopwaste.org | Mayor Hannon and Council Member Freitas – delegate and alternate |
| Association of Bay Area Governments (ABAG) | Council Member Bucci and Mayor Hannon– delegate and alternate |
| Community Development Advisory Committee | Mayor Hannon and Council Member Freitas – delegates |
| Dumbarton Rail Policy Advisory Committee | Council Members Bucci and Jorgens – delegate and alternate |
| East Bay Community Energy Board of Directors | Council Member Jorgens and Mayor Hannon – delegate and alternate |
| Newark City Council – Board of Education Liaison Committee | Council Members Jorgens and Collazo – delegates |
| Tri-City Elder Coalition | Mayor Hannon - delegate |
| Senior Citizen Standing Advisory Committee | Mayor Hannon delegate and chairperson |
| Southern Alameda County Geographic Information System Authority | Mayor Hannon – delegate, Council Member Bucci - alternate |
| Tri-City Waste Facility Financing | Mayor Hannon and Council Member Jorgens – Authority delegates |

No one requested to speak.

Vice Mayor Collazo moved, Council Member Bucci seconded to adopt a resolution confirming the Mayor’s appointments to various agencies, boards, commissions, and committees. The motion passed, 5 AYES

Council Member Jorgens stated that he was looking forward to working with the City Council and City staff.

Council Member Freitas stated that it was an honor to work with Mayor Nagy and he would miss him. He congratulated Mayor Hannon and Council Members Bucci and Jorgens on their election.

Council Member Bucci stated that his heart was full with love and gratitude for the community.

Council Member Collazo congratulated all who are newly elected. She thanked Mayor Nagy for his love and commitment to the City. She thanked him for his support and mentorship. Shop Newark.

## E. CLOSED SESSION

## F. ADJOURNMENT

Mayor Hannon adjourned the meeting at 8:28 p.m.

**Minutes**
**Special Meeting**
**Thursday, December 15, 2022**
**6:00 P.M.**

## A. ROLL CALL

Mayor Hannon called the meeting to order at 6:06 p.m. Vice Mayor Collazo, and Council Members Freitas, Bucci (arrived at 6:23 p.m.), and Jorgens were noted present.

## B. PRESENTATIONS

## C. PUBLIC COMMENT

No one requested to speak.

## D. CONSENT CALENDAR

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

**1.** 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 December 15 Pursuant to AB 361
Resolution No. 11451

**2.** Adopt a resolution accepting the subdivision improvements for Tracts 8419 and 8420, Villages 3 and 4 of Sanctuary Village, a 386-unit residential subdivision in General Plan Area 3 at the northwest corner of Cherry Street and Stevenson Boulevard
Resolution No. 11452

**3.** Adopt a resolution accepting the subdivision improvements for Tracts 8270, 8417, and 8418, the initial large-lot subdivision and Villages 1 and 2 of Sanctuary Village, a 386-unit residential subdivision in General Plan Area 3 at the northwest corner of Cherry Street and Stevenson Boulevard
Resolution No. 11453

**4.** Adopt a resolution approving a Side Letter Agreement to the Memorandum of Understanding between the City of Newark and the Newark Police Association to amend the process and provisions related to leave accrual and the buy back program
Resolution No. 11454

**5.** Adopt a resolution approving a side letter agreement to the Memorandum of Understanding between the City of Newark and the Newark Police Management Association to provide for compensation to Police Lieutenants for certain overtime work associated with the 2022-2023 Selective Traffic Enforcement Program grant
Resolution No. 11455

## E. PUBLIC HEARINGS

## F. OTHER BUSINESS

**1.** Affordable Housing Program Informational Report

City Manager Benoun gave introductory remarks.

Community Development Director Turner reviewed the presentation agenda of topics to be discussed.

Paul Peninger, Baird and Driskill, discussed priority housing needs, provided an update on the 2021-2023 priorities and status, reviewed the affordable housing approved resulting in 321 affordable units to be built in the next 18 months. He stated that the Housing Element Update is nearing the community review phase.

The Regional Housing Needs Allocation (RHNA) 2023-2031 is 1,874 units from very low income to above moderate income. The City has double capacity to accommodate the RHNA numbers.

Council Member Bucci arrived at 6:23 p.m.

Kristy Wang, Baird and Driskill, reviewed next steps with the focus for 2023 to have the Housing Policy adopted, design Local Preferences Policy, finalize funding agreement with

affordable housing developer per Notice of Funding Availability, develop First Time Home Buyer Program, and update the Inclusionary Housing Policy. (Presentation on file with City Clerk).

No one from the public requested to speak.

This item was informational only.

## G. CITY COUNCIL MATTERS

The entire City Council wished everyone Happy Holidays.

Council Member Jorgens encouraged everyone to volunteer.

Vice Mayor Collazo congratulated Mayor Hannon on chairing his first meeting as Mayor. She congratulated everyone elected. She wished everyone a safe, healthy, and prosperous new year. Shop Newark.

Mayor Hannon stated that the Newark Symphonic Winds will be performing this weekend and that Council Member Jorgens is a band member. He thanked Laurie Gebhard, Kathy Slafter, Mary Teixeira, Roya Gonzalez, and Sheila Harrington for organizing the reception after the City Council reorganization on December 8, 2022.

## H. CLOSED SESSION

## I. ADJOURNMENT

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

# STAFF REPORT

Item D. 3.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **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 January 12 Pursuant to AB 361 |

## SUMMARY AND RECOMMENDATION

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

On September 23, 2021, the City Council made the necessary findings pursuant to AB 361 to continue to conduct virtual meetings. AB 361 requires that the City Council revisit the need to continue conducting virtual meetings every 30 days. The City Council last made the necessary findings on December 15, 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 January 15, 2023.

## BACKGROUND

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

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

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

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

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

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

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. Additionally, since then, the highly contagious Omicron variant and sub-variants BA.2, BA.2.12.1, and BA.5 have emerged. Currently, state and local officials still recommend wearing masks for certain individuals and under certain circumstances.

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;
• CalOSHA recommends social distancing under certain circumstances and maintaining six feet of distance can avoid close contacts requiring quarantine;
• The Delta and Omicron variants of COVID-19 have resulted in a significant increase of COVID-19 cases within the state and throughout Alameda County;
• Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

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

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

**FISCAL IMPACT**

There is no direct fiscal impact of adopting this Resolution.

**REVIEW AND APPROVAL**

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

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**Attachments**

AB 361 Resolution January 12

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 JANUARY 12 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**, CalOSHA recommends social distancing under certain circumstances and maintaining six feet of distance can avoid close contacts requiring quarantine; and

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

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

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

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

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

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

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

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

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

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

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

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

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

# STAFF REPORT
Item D. 4.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Roya Gonzalez, Administrative Analyst |
| **SUBJECT** | Adopt a resolution approving the first amendment to the Contractual Services Agreement with Orion Security |

## SUMMARY AND RECOMMENDATION

Due to delays in implementing a long-term security solution at City Hall, the temporary security guard services currently in place are recommended to remain for an extended period of time. Staff recommends the City Council authorize the City Manager to amend the existing Contractual Services Agreement with Orion Security to increase the not-to-exceed amount by $28,000 for a total not-to-exceed amount of $77,999 and amend the 2022-2024 Biennial Budget and Capital Improvement Plan for FY22-23 to appropriate $77,999 from the general fund for this agreement.

## BACKGROUND

Earlier this year, consultants conducted security assessments of each City facility to assess the need for enhanced security such as interior and exterior cameras, panic buttons, and key card and other controlled entrance measures. Knowing these measures would take several months to be fully implemented, the City arranged for security guard services in the interim. The City entered into an agreement with Orion Security on July 13, 2022 in the amount of $49,999 to provide temporary security services at City Hall. This amount was anticipated to cover the time frame estimated to determine and implement a long-term solution for security at City Hall. Unfortunately, challenges arose that have delayed releasing a request for proposal to have the cameras, panic buttons, additional key card readers, and other similar measures designed and installed.

## DISCUSSION/ANALYSIS

At the time the agreement was executed, it was anticipated that temporary security guard services would be needed for approximately six months. However, the long-term security measures are more complex than expected. Three separate consultants have completed walk-throughs of City facilities in order to provide plans that can be used for soliciting proposals to design and build the security measures. However, the City has not received the necessary plans in order to release the request for proposals. While staff continue to work to prepare for the solicitation of proposals and implementation of new security measures, funding is needed to keep security guard services in place through June 2023.

## FISCAL IMPACT

Security guard services was not a planned item included in the 2022-2024 Biennial Budget and Capital Improvement Plan. A mid-year budget amendment was planned to fund the original agreement amount of $49,999. Since this agreement amendment is preceding the mid-year budget amendment approval process, staff requests authorization to amend the 2022-2024 Biennial Budget and Capital Improvement Plan for FY 2023 to appropriate $79,999 for the full funding of the original agreement and this amendment.

## REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Administrative Analyst
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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**Attachments**

Contractual Service Agreement

Amendment No. 1

Resolution

C22041

**CONTRACTUAL SERVICES AGREEMENT**

**CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 13TH day of JULY, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and ORION SECURITY, a C-Corporation ("Consultant"), collectively the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, City requested proposals to perform the services generally including: SPECIALIZED PROFESSIONAL SERVICES.

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

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

**NOW, THEREFORE**, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of $49,999 and No/100 Dollars ($49,999.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

12. **RESERVED.**

13. **RESERVED.**

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

A. **Verification of Coverage.**

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

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

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

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

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

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

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

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

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

**C. Minimum Limits of Insurance.**

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

Consultant shall maintain limits no less than:

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

**D. Deductibles and Self-Insured Retentions.**

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

**E. Claims Made Policies.**

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

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

**F. Wasting Policies.**

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

**G. Remedies.**

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

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

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

3. Terminate this Agreement.

**H. Acceptability of Insurers.**

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

**I. Other Insurance Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. TERM/TERMINATION.**

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

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

**19. CONTRACT ADMINISTRATION.** This Agreement shall be administered by **GINA ANDERSON CHIEF OF POLICY** 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:

| | |
|---|---|
| **Orion Security**<br>JOSEPH BABA, PRESIDENT<br>**Consultant** | **CITY OF NEWARK**<br>GINA ANDERSON, CHIEF<br>**Administrator** |
| Address: Orion Security<br>675 E. Gish Road<br>San Jose, CA 95112 | City of Newark<br>Attn: Captain Jonathan Arguello<br>37077 Newark Boulevard<br>Newark, CA 94560 |

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date 7-13-22

ORION SECURITY,
a C-Corporation

By Yooshieh Gahramani
Consultant

Date 7-12-2022

Yooshieh Gahramani
Printed Name

Attest:
Sheila Harrington
City Clerk

Date 7/14/2022

Approved as to form:

K Kolat
City Attorney

Date 7/13/22

**EXHIBIT A**

***SCOPE OF SERVICES***

**EXHIBIT A**

***PAYMENT***

**EXHIBIT A**

***QUALIFICATIONS***

3393490.1

June 29th, 2022

Upgrade to Dependability

**Attention**

**Joshua Horst**
Newark Police Department

**Address**

**Newark City Council**
37101 Newark Blvd.,
Newark, CA 94560

**Proposal For**




***RFP Date:***
*Tuesday June 28th, 2022*

**Submitted By**

**Laura Tafoya**
Security Consultant
Cell: (408) 771-1352
Phone: (408) 287-4411
Laura@OrionSecurity.com

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June 29th, 2022

**Upgrade to Dependability**

**COST OF SERVICE – Unarmed Patrol**

*Designed to be straight forward with no hidden costs.*

## Cost for Year 2022 - 24/HR PAID OFFICER

*Type of Coverage:* One (1) unarmed, uniformed officer to patrol the property on foot to deter criminal activity ie. thefts, assault, burglary, robberies, and other unwanted transient activities. Daily shift reports with pictures to be sent via email. Special Incident Reports are created for important observations. Officer will assist in the enforcement of property policies.

| SUN | MON | TUES | WEDS | THUR | FRI | SAT |
|---|---|---|---|---|---|---|
| | ✓ | ✓ | ✓ | ✓ | ✓ | |
| | 7:30a-3:30p | 7:30a-3:30p | 7:30a-3:30p | 7:30a-3:30p | 7:30a-3:30p (bi-weekly) | |

= Total Weekly Billable Hours: Approx. 36

Unarmed- Uniformed Security Officer

| | |
|---|---|
| Officer's Minimum Hourly Pay Rate | $24.00/hour |
| Hourly Bill Rate | $36.10//hour |
| Holiday & Overtime Hourly Bill Rate | $54.15/hour |
| Special Request Officer- Less Than 24 Hours Notice | $54.15/hour |

Features

| | |
|---|---|
| Assigned Account Manager | $0.00/included |
| Online Web portal | $0.00/included |
| Digital Reports | $0.00/included |
| GPS Tracking | $0.00/included |
| Monthly Cost Samsung S10 Smart Phone (1) | $0.00/included |
| Security Signs | $0.00/included |
| Security Refrigerator Magnets | $0.00/included |
| 24 Hour Dispatch Center | $0.00/included |
| Web Parking Software | $0.00/included |
| Marked Security Vehicle with amber lights(Optional) | $1,000.00/ Mo |
| Marked Security Golf Cart with amber lights(Optional) | $400.00/Mo |

Total Cost

| | |
|---|---|
| Weekly | $1,299.60 |
| Monthly | $5,631.60 |
| Yearly | $67,759.70 |

- *Quote includes the cost of all materials, uniforms, training, account setup, supervision, taxes, insurance, fuel, maintenance, workers compensation, etc.*
- *Total 'Monthly' cost is an estimation based on the average 4.33 weeks in a month. Total 'Yearly' cost is based on the average 52.143 weeks per year.*

June 29th, 2022

**Upgrade to Dependability**

**VISION & VALUES**

*Quality Service and state of the art technology*

## Mission Statement




The fundamental mission for Orion Security is to protect the lives and property of the customers we serve in a manner consistent with the highest ideals within our industry, and to take advantage of those scientific advancements which will help us succeed in that endeavor. We dedicate ourselves to providing unsurpassed, personalized, quality security services. Whether your security concerns are large or small, we provide customized solutions to suit your needs in all situations.

Orion Security has committed it's energies to a policy of teamwork, reciprocal understanding, and growth of long-term business relationships with our customers and employees.
We look forward to the future with great confidence in seeking to win over new clients, while continuing to thank our current customers for their support.

In order to fulfill part of it's mission, Orion Security has assigned specially qualified managerial personnel to keep abreast technological developments within the industry. They are empowered to adapt those technologies they find to be useful, and which will advance our goals. Additionally, we have implemented a policy of measured, steady growth, which enables us to meet projected demand without ever degrading the quality of our service.

We endeavor to be the preferred security provider for all whom we serve and pledge to conduct our business with uncompromising honesty, wisdom, discretion and sound judgment. This commitment extends to customers, employees, vendors, communities, and industries with which we do business.

Company History

## COMPANY HISTORY

**Orion Security has been serving the Bay Area since 1980**

*Most companies rent their office space, Orion owns their building. This allows the company to park it's fleet of vehicles on site.*




Orion Security was founded by Yosh Gahranmani in 1980 at 357 Town & Country Village in San Jose. Yosh had one goal in mind; to make a profitable business with best, in class, customer service. With only one employee, the company opened its doors as a provider of professional security services. In response to the growing demand for professional physical security service, Orion has grown into a full service organization providing loss-prevention, property protection, access control, revenue collection, executive protection, crisis intervention, patrol services, and other protective services to both private and government agencies. Orion handles accounts ranging in size from small businesses to large companies. Today the company has over 300 employees and is one of the largest security patrol services in the Bay Area.

ASIS INTERNATIONAL
Advancing Security Worldwide™

CALSAGA™
CALIFORNIA ASSOCIAITON OF LICENSED SECURITY AGENCIES, GUARD AND ASSOCIATES

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
BSIS
PROTECTING CALIFORNIA CONSUMERS
DEPARTMENT OF CONSUMER AFFAIRS

Owner and CEO

**OWNER / CEO**

*After over 36 years, Yosh is still directly involved in business he created.*



*Yosh Gahranmani, CEO of Orion Security*

Yosh Gahramani arrived in the San Francisco Bay in 1972 with only fifty dollars to his name. Yosh lived with a relative while working in construction for a few years, then as a security officer for an additional 5 years, before deciding to go into business for himself. With only one employee and one radio, Orion Security was formed.

Orion Security quickly grew by word of mouth, with the exceptional work that was performed by the owner and his new employees. Within 3 years Yosh had built his company up to over 100 happy clients and the largest locally owned security company in the Bay Area.

Today Yosh owns several successful companies such as Fantastic Bay Builders, Yosh Landscaping Services, and Paramount Investigations. Orion Security is lead by the example of the entrepreneurial CEO, with his incredible work ethic and infectiously positive attitude.

Executive Team

Team Leaders

## Meet the Team!



Shortly after graduating in 1994 Joseph started his first job as a production worker. Within his first year of employment, Joseph was promoted to a supervisor position. After 2 years of lead, Joseph started working as a manager. Joseph exceled in client relations and Customer Service. With over 20 years of management and customer relations, Joseph is responsible for the company's growth and overall customer satisfaction. **Education & Experience:** High School Diploma, 2 years at Ohlone College, bachelor in Business from California State East Bay, 1 year with Pacific Fire Department, & a Licensed Security Officer.

*Joseph Baba, Director of Business Development*

Lita started with Orion Security in 1996 after getting her certification as a Medical Transcriber. At the time Orion was still a small company. Now 24 years later Lita has become the owner's right hand, and is the go to person for any employee needs. Not only does Lita handle all of Human Resources, but she is cross trained in almost every position within the company. She can and happily helps out any department when she is needed.



*Lita Ortega, Controller*



Margarita has been with Orion Security since 1992 when she was recruited after receiving her degree in Office Automation to work as an administrative assistant. Since then, Margarita has become Orion's Chief Accounting Officer. All payroll and invoicing is done through Margarita. She is easily the favorite person among all employees.

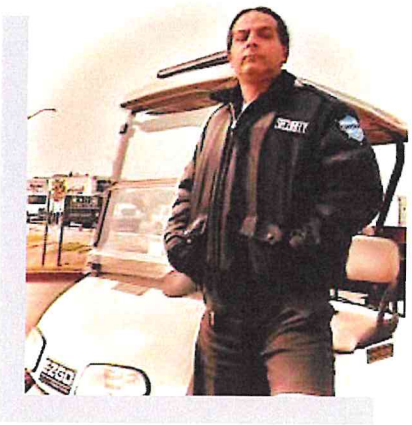
*Margarita Camacho, Chief Accounting Officer*

June 29th, 2022

Upgrade to Dependability

Account Management Team

## Team Leaders
### *Meet the Account Management Team!*



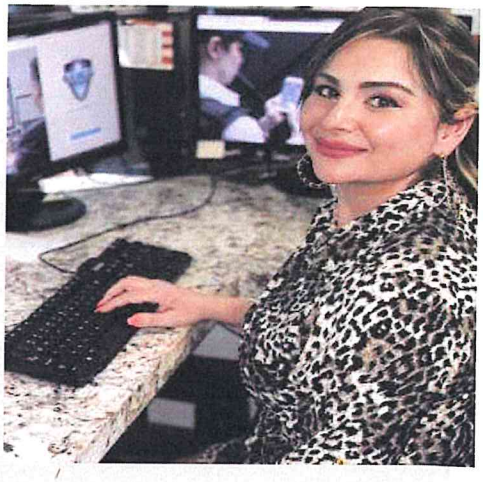
Ramtin has been working within the security industry for over 11 years; he has been working with Orion since 2019. Ramtin knows that security is about adding value and an increased sense of safety. Ramtin excels in his ability to accurately assess property issues then consult on the security needs for those properties. Ramtin is well know and respected by the Orion team and his clients.

*Ramtin Patehvir,*
*- Security Consultant & Account Manager*



Laura started with Orion Security as a dispatcher. She quickly learned the operations of dispatch and staffing. She now works in the account management team along side Joseph and Teresa. Laura specializes in client relationship management, technical writing, and account management. She has proved to be an asset to our team. We value her hard work and positive attitude!
AAT- Psychology Degree from De Anza College

*Laura Tafoya,*
*Security Consultant & Account Manager*



Teresa Started her career in Security as an alarm operator in 2010, She quickly worked her way up to a Grave shift supervisor over seeing a team of 10 dispatchers and also assisting with client relations. Teresa joined Orion security in 2019 as a Office Assistant later joining the sales team to assist with consulting and account management.

*Teresa Maestas,*
*Client Relationship Manager & Security Consultant*

Team Leaders

Office Management

Office Staff



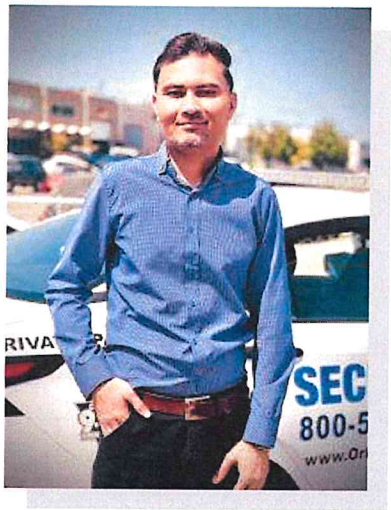
In 2001, Shannon Box was hired by Orion Security as a receptionist. Shannon proved to be a great asset to the company by helping out with just about every aspect of the business. She now specializes in the operations of the company, including oversight of dispatch and patrol operations. As the Operations Manager, Shannon is also in charge of the staffing, scheduling, security training, and post orders for sites.

*Shanon Box, Operations Manager*

Over 20 years of combined experience in military, law enforcement, security, investigations, Counter Intelligence operations, Anti and Counter Terrorism. A highlighted veteran of the U.S. ARMY who trained and managed combat teams during Desert Shield and Desert Storm Wars. Tom Trained and supervised SWAT Operations. In addition he managed international black marketing investigations in Europe and South Korea. **Certifications:** Anti Terrorism Spec (CMAS), SWAT training SRT, Military Police Investigator, Specialized Technology Degree, Police Academy Graduate of The University of Oklahoma.



*Tom O'Donnell, Watch Commander*



Atilla Aochqon has 3 years of patrol management experience with Orion. He also holds an extensive security and protection background. Before coming to work at Orion he worked with the US Military for a total of 12 years in Afghanistan. He treats all people with respect and dignity. Experience: Family Health International (FHI-360)/University of Massachusetts(Umass)/United States Agency for International Development(USAID)/ Afghanistan, Development Alternatives Incorporated(DAI/USAID). Education: Bachelor of Science, Engineering.

*Atilla Aochqon, Patrol Manager*

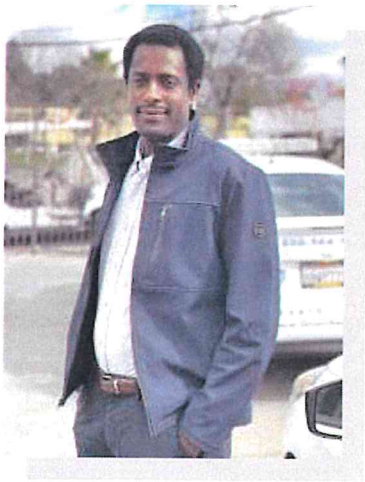
June 29th, 2022

Upgrade to Dependability

## Supervisory Staff Highlights

**Team Leaders**

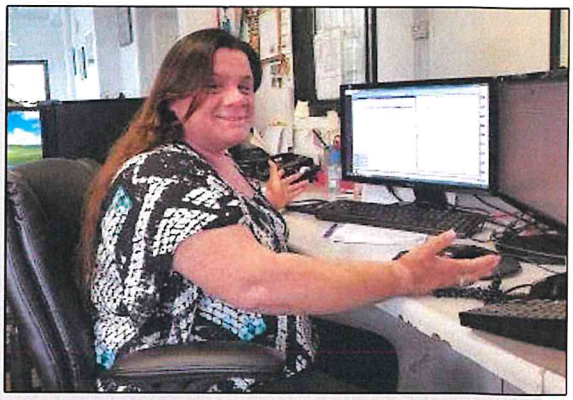
*Supervisor and Patrol Management*



Meron has been with Orion Security since 2015. He started his career with Orion as a patrol driver. He proved to be a reliable, dedicated individual, and has since been promoted to supervisor. Meron supervises and trains the patrol drivers. Works shifts when there is a call off, and assists in anyway he can to provide the best quality security to our clients.

*Meron Mekonen, Supervisor*

Andrea started with Orion Security in 2010 as a part-time dispatcher working weekends. Andrea eventually moved to working full-time. Andrea quickly became adept at filling open shifts, call offs, and answering inbound calls. Besides focusing on every component of staffing, dispatch is the first point of contact at Orion and the person charged with monitoring TrackTik for incidents, or call for service request.



*Andrea Camrago, Dispatch Manager*



Fatema has been with Orion Security since 2020. She started with Orion as a flex officer/dispatcher. She consistently showed that she was willing to work any post, and with a smile. Fatema has been cross trained on all stationary accounts, covers shifts, trains, and supervises.

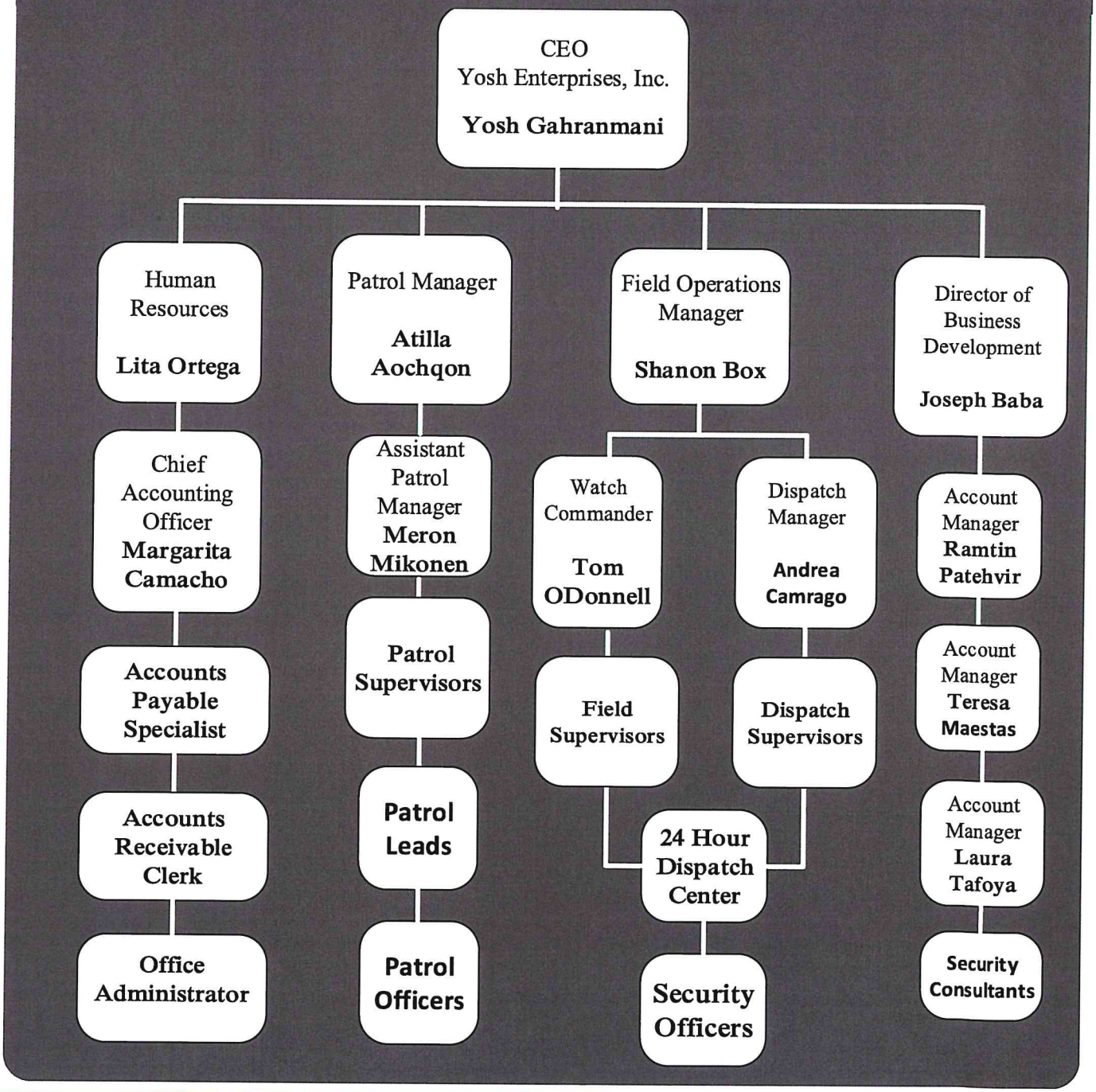
*Fatema Faramarz, Field Supervisor*

Organizational Structure

**ORGANIZATIONAL STRUCTURE**

*Forty years later, Yosh Gahranmani is still directly involved in the business*

## ORGANIZATIONAL STRUCTURE CHART



## Stationary

**STATIONARY OFFICERS**

***Professionalism and Customer service are our highest priority.***

## Construction

Orion handles some of the largest and most high profile construction sites in Northern California. We currently provide security services to WebCor Builders on the new R&D office for Samsung, in downtown San Jose. Always safe; always professional.



*Orion is currently securing Webcor Builders, who are constructing the new Samsung R & D building in downtown San Jose, CA.*

## Shopping Centers

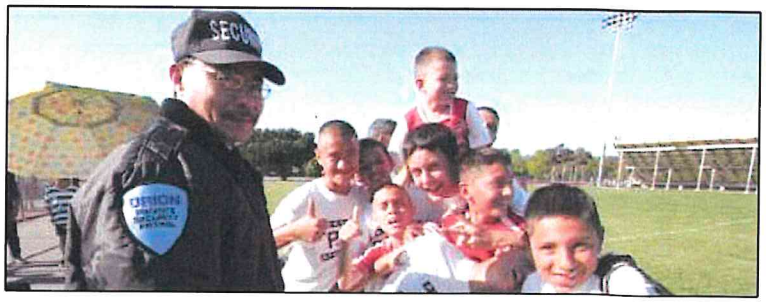
Increased crime in shopping areas has lead to new tactics for Police and Security Officers. Vehicle break ins are at an all time high across the Bay Area. With state of the art accountability software, we keep our officers alert and moving. Along with vehicle patrols from our large mobile patrol service, we lock down our shopping centers from the would be criminals.



*Check points that must be scanned, are placed at key locations throughout the parking lot. This ensures our officers are moving and keeping vehicles safe.*

## Schools

Professionalism and customer service are our top priorities whether we are dealing with children or the elderly. We are in the customer service industry and every officer is trained to understand this. It is also important that our officers are dressed to impress. Clean pressed uniforms with proper tailoring is standard for all of our officers.



*Professionalism and respect is given to everyone, big or small.*

Parking Encorcement

## PARKING ENFORCEMENT

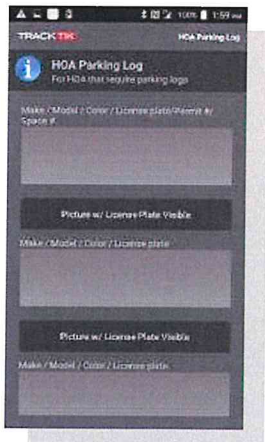
*Let our officers take some stress off.*

You give us your parking policies, and we will enforce them for you ! This takes innumerable amounts of stress off of our clients shoulders. Instead of calling you, they call our 24 hour dispatch! Residents or employees, utilizing our parking services, may call dispatch to let us know that there is a car in their spot or a car parked illegally. We will dispatch the task to the officers phone, and they will respond once they arrive on site.

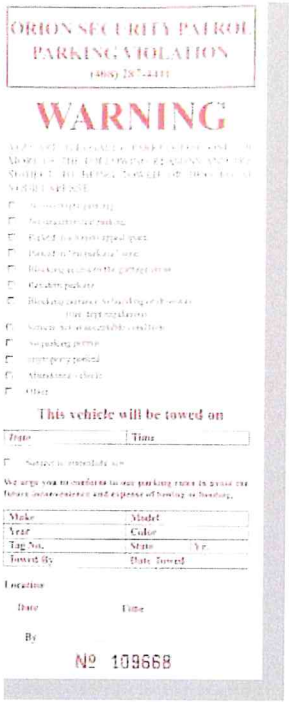


*Orion Security officers will document, take pictures, and sign for the tows of any illegally parked vehicle.*




*Tracktik Parking Software is easy to use and will meet any of your parking enforcement needs. Security officers access the program through their smart phones. Officers can add parking violations, and see prior parking violations. Clients may request a toe or 'do not toe' by calling or emailing our 24 hour dispatch.*




Clients are able to dictate procedures. We can issue a warning citation, or tow immediately, when a car is found breaking property policies. Orion officers will request and sign for a tow of any vehicle blocking fire lanes.

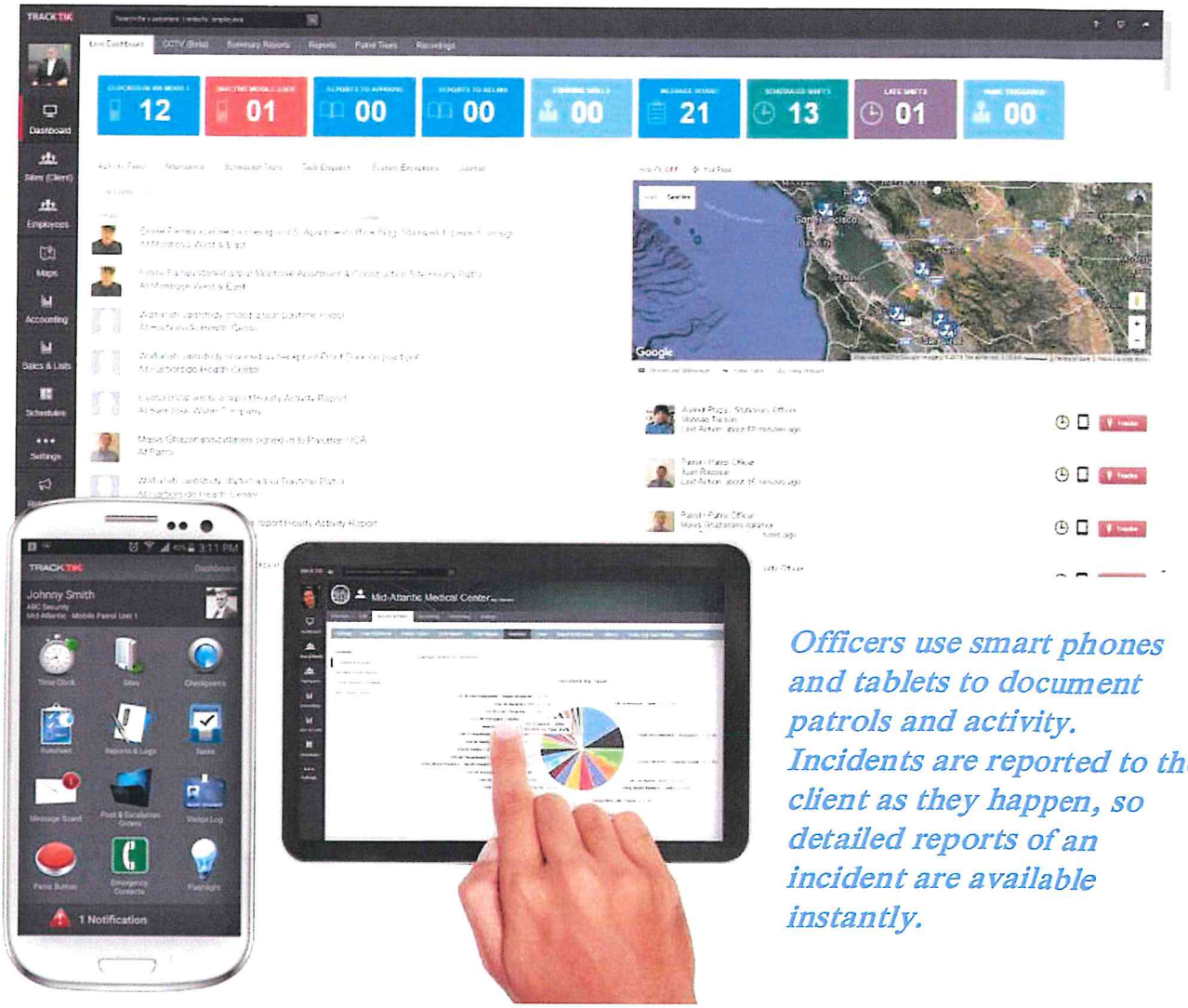
Technology

## TRACKTIK DASHBOARD

*Easy to navigate dashboard application*

# TRACKTIK

Historically, it has been challenging to ensure accountability in the security industry. Those days are over! You will never again have to wonder if your property is getting it's patrol services. With TrackTik, dispatchers are able to monitor our officers in real time. If a patrol is missed or completed incorrectly, our dispatch center will be alerted immediately. New tasks can be given to our 24 hour dispatch at any time, and the officers will receive the task on their smartphone.



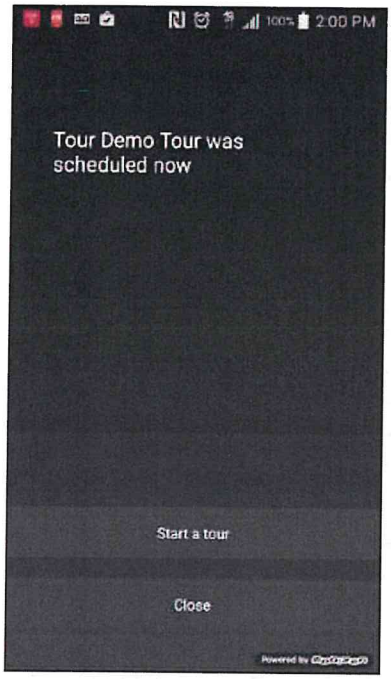

*Officers use smart phones and tablets to document patrols and activity. Incidents are reported to the client as they happen, so detailed reports of an incident are available instantly.*

**TRACKTIK GUARD MANAGEMENT SOFTWARE**

***Real time guard tracking and paperless reporting available from any android device.***

## Technology

TRACKTIK

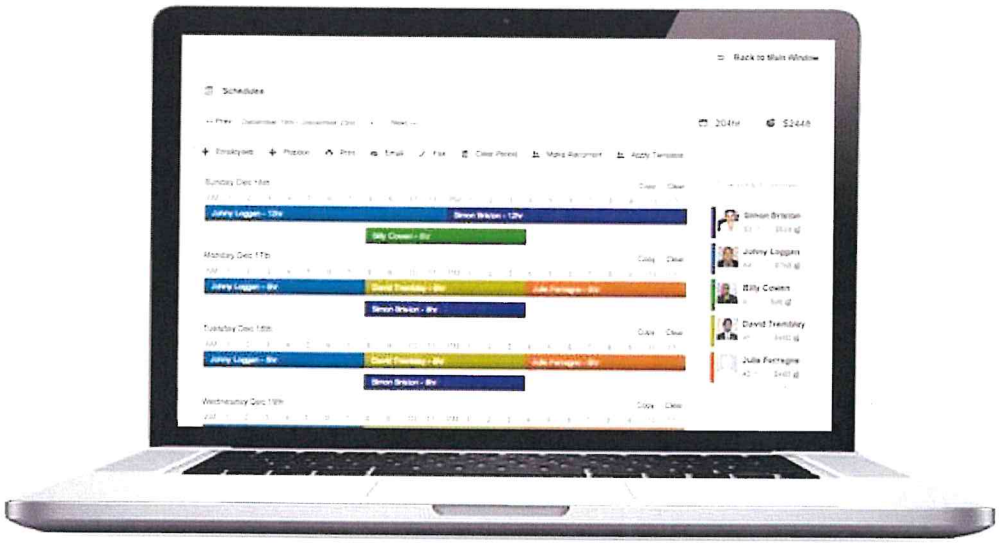



— *Officers are alerted to start a scheduled tour of the property.*




— *Once the tour is started, the officer can scan checkpoints by using the "NFC" (Near Field Communication) feature.*

***TrackTik also keeps track of officer's attendance. If an officer arrives late or leaves early, we will know.***



*The tour on the mobile device keeps track of which checkpoints are scanned and which checkpoints still need to be scanned.*



Reports

## TRACKTIK REPORTING

***Incident Reports are populated in real time and are emailed instantly to the Clients Inbox.***

We have to try and forget about the old ways of security reporting. Property managers don't want to read generic reports stating "all clear", they want to know where the problems are so they can be addressed.

Tracktik makes this possible. The powerful data capturing, and organization of TrackTik reporting, is matched by its easy to customize interface. The easy-to-use, drag-and-drop interface allows officers to build reports on a Smartphone. With your own Tracktik login, you are able to see what the guard sees from their phone.



*"The interface on both the field device and PC is logical and simple to use, even for the technically challenged."*

TrackTik reporting is built to facilitate your unique incident report needs. By requiring Officers to add real-time photos into their reports, you are guaranteed to see that the officer is performing.





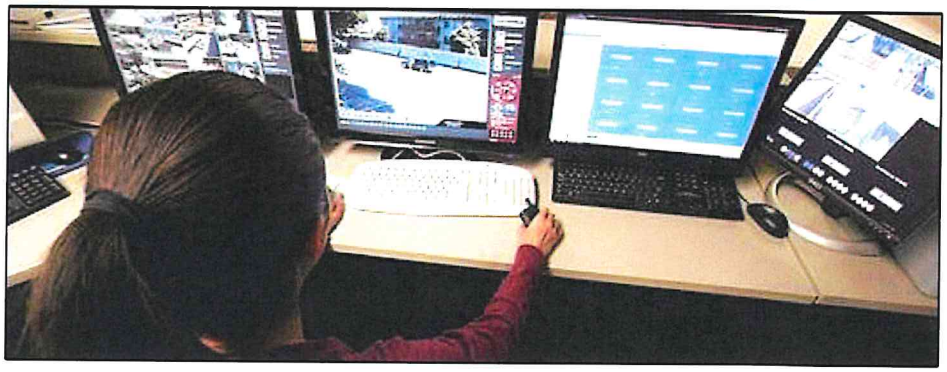

No longer do our clients have to worry if their properties are being checked, and patrols being made. TrackTik reports allow the client to be in the loop on all things that happen during the Officers shift. Clients can use Tracktik interface to review reports in live time, or get the reports emailed to them directly.

## Dispatch

**24-HOUR LIVE DISPATCH CENTER**

***Callers will always speak directly with an Orion Security employee***

*Dispatch is a crucial part of the team. State of the art equipment and software are required in order to manage all 300+ officers each night.*



Most companies will claim to have a dispatch center but actually have one of two things; a paid answering service or an officer in the field with a cell phone. Orion has fully trained dispatchers on staff 24 hours per day. This ensures calls will be answered in a timely manner and always handled by an Orion employee.

When a call is answered, the dispatcher will gather the following information:

- Name of Property
- Name of Caller
- Address or Unit Number
- Details of Incident
- Contact Information
- Follow Up Requested

Dispatch oversees the entire operation 24 hours a day. All calls and incidents are streamlined through our dispatch center for record keeping and efficiency. Every officer in the field, is monitored in real time and given instructions from dispatch. Dispatch monitors the following:

- Officer Attendance
- Movement of Officers
- Incidents
- Video Surveillance
- Fire & Burglary Alarms
- Parking Violations





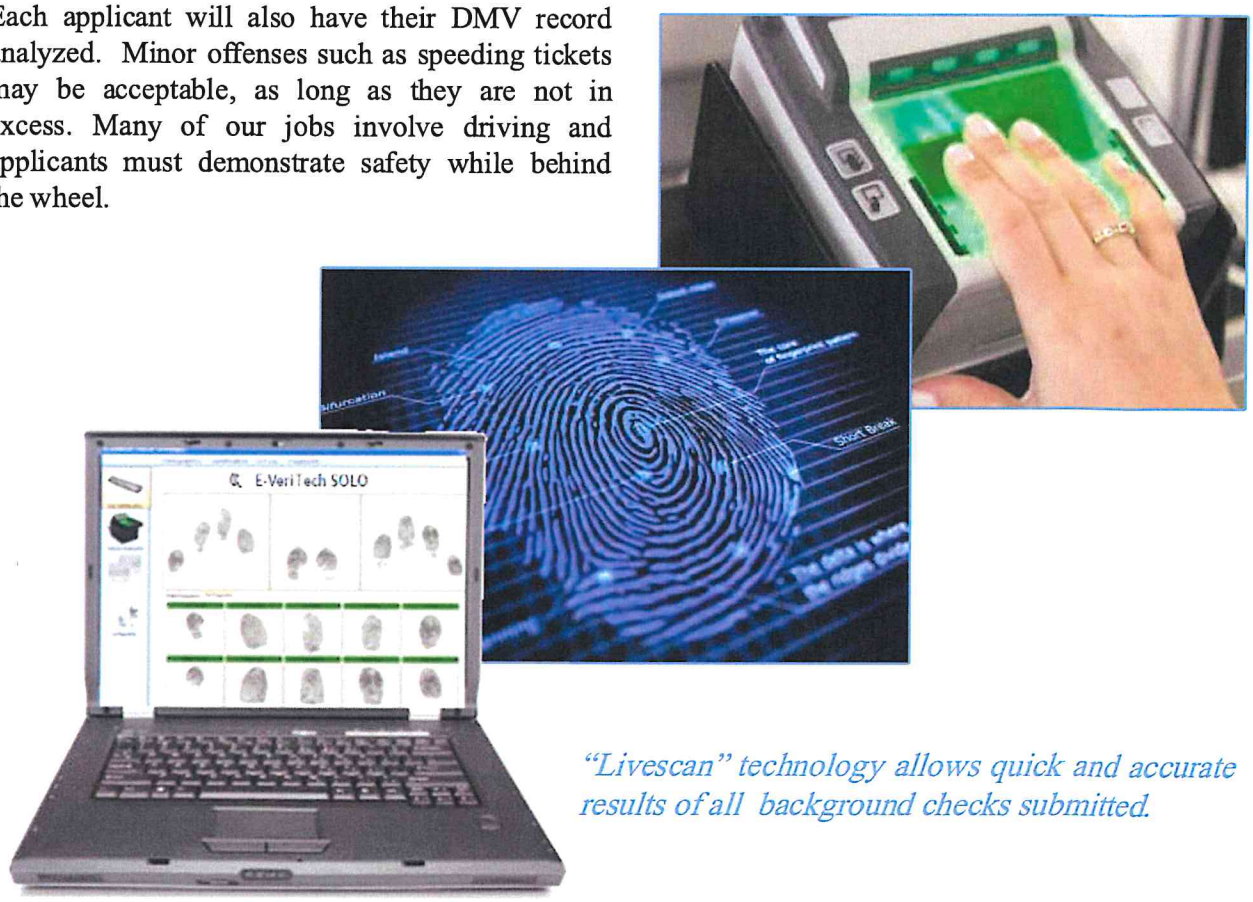
**BACKGROUND CHECKS**

***All applicants are background checked via fingerprints sent to the U.S. Department of Justice and FBI.***

## Pre employment Screening

All applicants must pass a background check prior to employment. Potential employees have their fingerprints taken, which are then sent to the U.S. Department of Justice and the FBI. Applicants will not be considered for employment if the screening shows any felony or misdemeanor convictions.

Each applicant will also have their DMV record analyzed. Minor offenses such as speeding tickets may be acceptable, as long as they are not in excess. Many of our jobs involve driving and applicants must demonstrate safety while behind the wheel.




*"Livescan" technology allows quick and accurate results of all background checks submitted.*

Today's technology has made fingerprinting easy, clean, accurate and fast. It no longer requires messy ink used on the fingers. The fingerprints are now taken digitally by pressing down on the glass scanner of a "Livescan" machine. These scanning machines accept the swipe of a Drivers License, which will auto populate all the personal information into the program. The program requires that all 10 fingers are accurately logged into the system, before they can be submitted. As soon as the scan is complete, the fingerprints are instantly sent off to the federal agencies for processing.

Pre Employment Screening

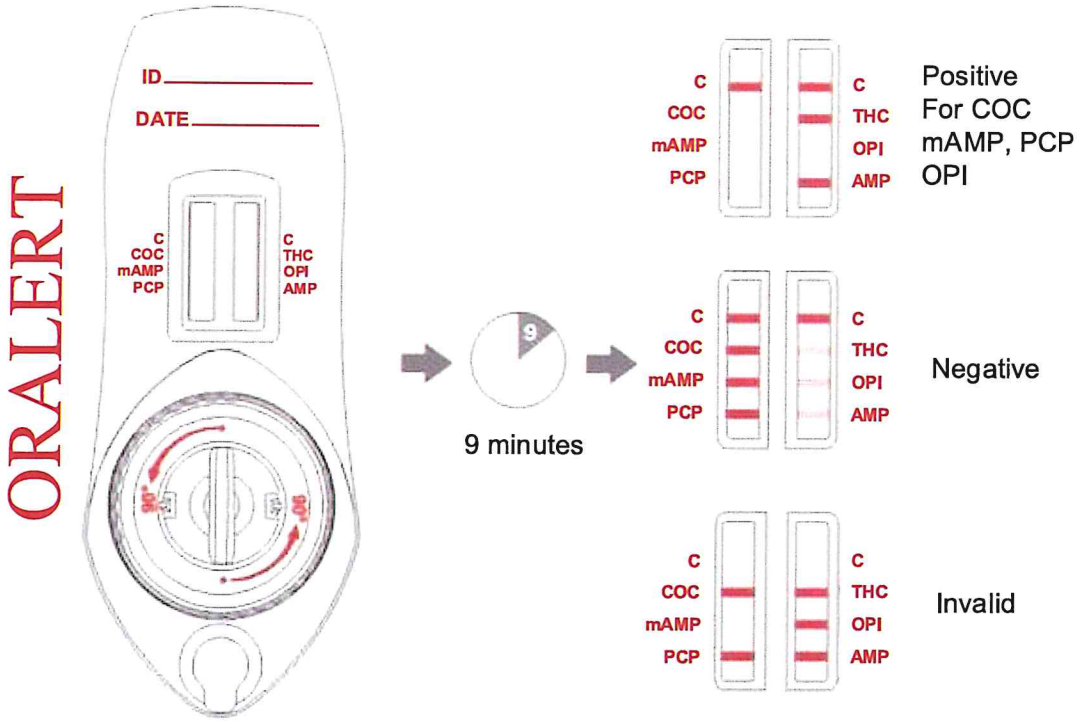
**DRUG TESTING**

***Orion Security is a drug free workplace. All applicants are tested prior to employment, along with the random quality assurance mandated tests.***

Drug testing has become cheap and easy to do onsite. There is no excuse for not checking an applicant for illegal substance use. Donors simply keep the sponge between the tongue and the cheek for 3 minutes. Within 9 minutes of placing the stick into the chamber, we know if the applicant uses illicit substances. If any illegal drugs are found in the test, the applicant will be denied employment.



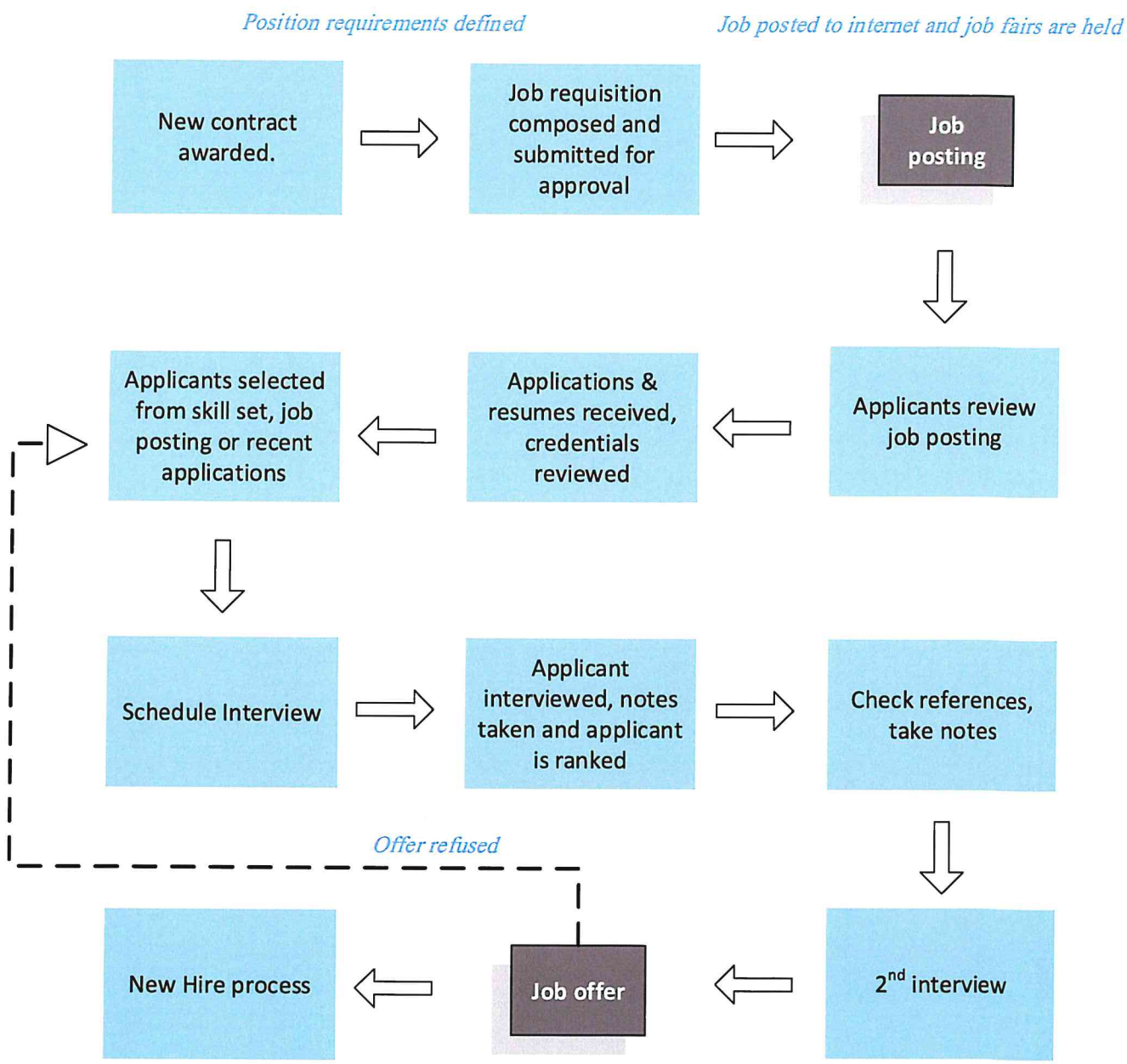
Drug tests will be administered if there is an accident or reasonable cause. For quality assurance, random drugs tests may also be given.



## Hiring Process

**HIRING**

***Hiring the right person for the job, is one of our most important services***



**ORIENTATION**

*Orientation sets the tone for all new hires. Employees are taught Orion's expectations.*

## Orientation and Training

The first thing Orion Security officers are taught, is that perception is everything. From the shoes all the way up to the hat, the officers must look professional at all times. Our officers in uniform should be alert while on duty, and professional at all times.

Orientation is where the new hires learn the fundamentals of security work. Whether the individual has a life long history in security or is brand new to the industry, everyone receives " Level 1" officer training. This program runs 4 hours long

Level 1 officer training includes the following

- Report Writing 101
- Incident Report Requirements
- Powers To Arrest
- Public Relations
- Observations & Details
- Effective Communication
- Liability 101
- Post Orders & Assignments
- Company Policies
- Officer Safety



## Continuing education

Orion Security provides at least 4 hours of additional training to its employees annually. Annual training can include any of the following:

- CPR
- Fire Safety Course
- School Security Guard Training
- Evacuation Procedures
- Preserving the Incident Scene
- Weapons of Mass Destruction (WMD) & Terrorism Awareness
- Crowd Control



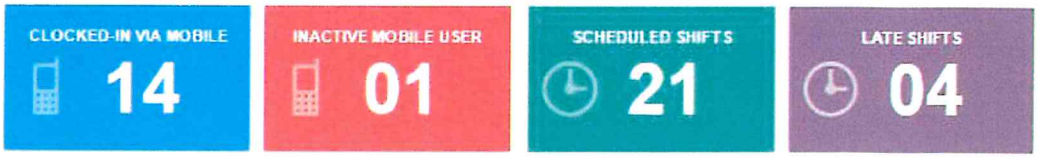
*Ongoing training is a key element that most security companies do not provide. Keeping our officers educated helps provide a higher quality service for our clients and keeps the turnover ratio low. The cost is minimal considering the benefits for everyone.*

**QUALITY ASSURANCE**

*Real time tracking combined with on site "post checks" is how we ensure quality.*

## Quality Control Measures

## Accountability




With the TrackTik software Orion has implemented, we are now able to have a higher level of accountability. With real-time reporting, GPS monitoring, and live dashboard updates, Orion is able to ensure our officers are where they should be, when they should be. As mentioned before, officers are time stamped when the arrive on site and each report requires live photo's to ensure that the guard actually checked all sensitive areas/items. Our clients also get these reports instantly in email form no matter what time of day/night an incident occurs insuring complete accountability.

## Post Checks

Unfortunately there are no programs that can check the appearance or attitude of an officer. This is why "post checks" must be completed by our supervisors. Often we rely on our patrol service to check on our officers in the field. Upon arrival our patrol officer will check the overall appearance of the officer. The supervisor will be looking for stains, rips, or poorly fitting clothing. Next the supervisor will ask the officer to explain his duties and show the status of the daily activity report (DAR). Before leaving, the patrol supervisor will ask to see the officer's guard card. This will ensure the officer guarding you property is licensed and fit for duty.

## Undercover Post Checks

*Post checking an officer who is unaware of the evaluation, is the best way to see what kind of quality service the client is receiving.*

The most effective post check, is one where the officer does not know they are being evaluated. Orion conducts random undercover post checks on its employees. This is where a manager will pose as a trespasser or illegally parked citizen somewhere on the property. The goal is to simply apply pressure to an officer or situation and observe how it is handled. After the test is over, the officer will be advised of the experiment and then review their performance. Typically our officers pass with no problems, but sometimes simple corrections are needed.



Community

COMMUNITY INVOLVEMENT

Orion Security has been serving the Bay Area since 1980

Orion Security does not just look at each bid as a business contract. For 36 years Orion has treated each client as a "Partner," and has made a point of involving themselves in their clients lives. At Orion, we are trusted with our clients physical safety, homes, places of work, and financial assets. It is only natural that a personal relationship forms. As part of the South Bay Area community, Orion does its part to demonstrate public responsibilities. With a shifting focus towards technology, the amount of paper usage is limited by automating all Officer Reporting. This transition away from paper documentation has made things more client friendly. Orion is working to become a "Green" company.



*Orion Security goes beyond just protecting client's assets, they also attend community events, such as Neighborhood Watch meetings and or Night Outs.*

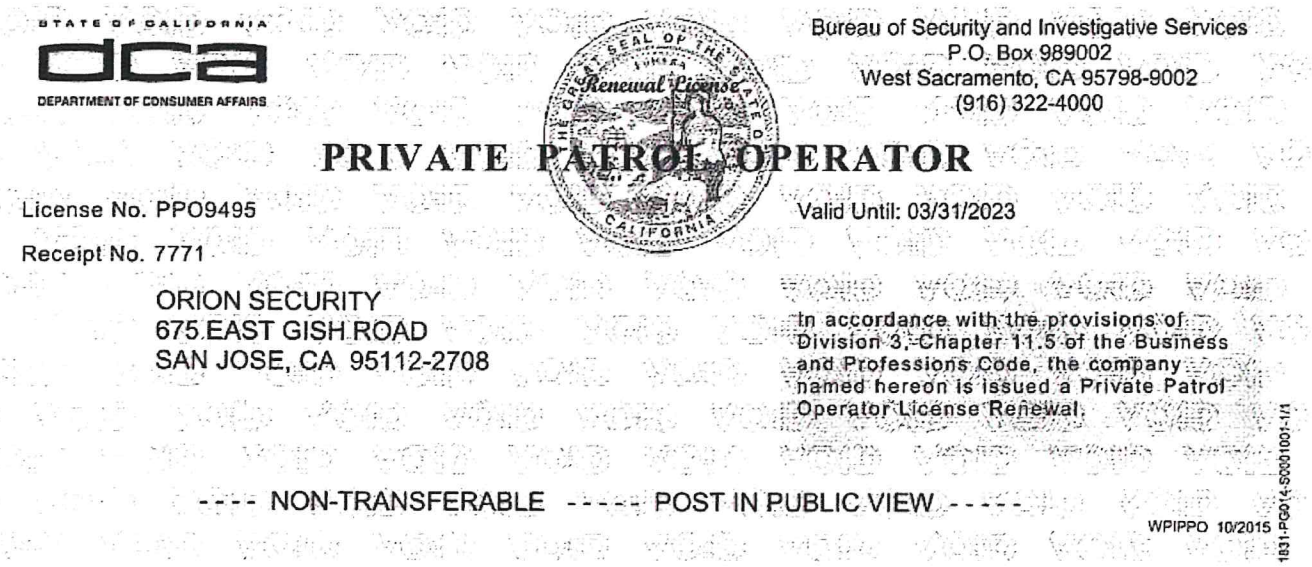


An example of Orions community involvement was The Annual Resident Appreciation BBQ for Lakeview Apartments in Fremont. This is one example of community interaction by Orion. The picnic took place Sunday July 19th, 2016. Orion Security met with building residents and socialized. Orion also donated various gift cards and Starbucks cups. There was a band that played music and raffled prizes to winners.

PPO

## PRIVATE PATROL OPERATOR LICENSE (PPO)

*Never do business with a security company that cannot provide a PPO for you.*



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

Renewal License

PRIVATE PATROL OPERATOR

License No. PPO9495
Valid Until: 03/31/2023

Receipt No. 7771

ORION SECURITY
675 EAST GISH ROAD
SAN JOSE, CA 95112-2708

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPIPPO 10/2015

1831-PG014-S0001001-1/1

A Private Patrol Operator licencse (PPO), acts as a business license for anyone who owns a company in the private security sector and has a patrol service.

The following are the requirements for a PPO

- Be at least 18 years old
- Must have at least one year of paid experience totaling not less than 2,000 hours as a security officer
- Pass a written examination
- Undergo a criminal history review by the Department of Justice and the FBI

A PPO license needs to be renewed every 2 years and is non transferrable.

## Sample Reports

## DIGITALLY CREATED PDF REPORTS

*Creating clear and professional reports*

Orion Security
675 E. Gish Road
San Jose CA 95112
United States

Walnut Plaza
3101 Walnut Ave
Fremont CA
94538
United States

**Incident Report**

| | |
|---|---|
| Report # | [redacted] |
| Report Date | 06/29/2016 |
| Report Time | 11:42am |
| Created By | Angel Van Cleave #[redacted] |
| Position | Watch Commander |

**Information**

| | |
|---|---|
| Time Report Started | 10:00am |
| Date and Time Range of Incident | 10:10am |
| Incident/Offense Type | Assault, Theft of vehicle |
| Other Incident Type: | |
| Incident Location (Be Specific) | Walnut Plaza shopping center, # Food Market |
| #1 Name of Person Involved | Jennifer Chua |
| #1 Person's Age | 36 |
| #1 Person's Sex | Female |
| #1 Person's Type of Involvement | Victim |
| #1 Person's Address | 3456 Pennsylvania Common Fr |
| #1 Person's Phone Number | 5156560961 |
| #2 Name of Person Involved | Patrick Williams |
| #2 Person's Age | 70 |
| #2 Person's Sex | Male |
| #2 Person's Type of Involvement | Witness |
| #2 Person's Address | 374 Barrett Ave. Santa Clara |
| #2 Person's Phone Number | 4085051278 |
| Emergency Agencies Involved | Police , Fire , EMS / Paramedic |
| Emergency Agency Case # | 16060514 |

Incident Narrative

I witnessed a black male approximately 5', wearing a black jacket with hood and a red shirt with white stripes, assaulting an Asian woman in her vehicle as I drove into the parking lot of Walnut Cleaners at approximately 10:10am. The woman waved to me for help. I parked my vehicle and approached the suspect after grabbing my pepper spray from my glove compartment.
The witness "Patrick Williams" approached the suspect with a garden tool that resembled a "rake" and the suspect fled on foot. The suspect was accompanied by a Mexican or possibly light skinned African American women who wore a red hoodie. The witness and I proceeded to follow the two suspects around to the back side of Walnut Plaza into the parking lot behind it on a completely different property. All while I was on the phone with 911

The male suspect attempted to entry a white Ford truck/van with the words "Metals on wheels" on it. The van rear tail up door was open so I entered through the rear and pepper sprayed the male suspect in the driver's seat. The male suspect was then struck in the eye by the garden tool by the other witness as he approached the witness aggressively after exiting the vehicle. The suspect then reloaded back into the vehicle and I proceeded to pepper spray him again. The suspects then started the truck and drove off the property heading North towards Capitol street.

I walked back to the victim with the witness and gathered both their contact information and versions of the story. The victim claims to be dizzy and refused treatment from paramedics when they showed up. PD then called me and asked me to meet where the truck was stolen. I then drove over and met with Officer Sanch. Cell # 510-795-6480 Email SSanch@fremont.gov , and gave my statement. I gave the officer the contact information of the victim and the witness, who were both called back to the scene of the theft and gave their statements. Rumor is the Ford truck is currently on Highway 580 on its side. All Clear.

Photo 1



Photo 2



Photo 3



Photo 4



#5456 Incident Report Approved by Andrea Camargo

Photo: Citation on windshield



Front of Vehicle Picture



Driver Side of Vehicle Picture



Orion Security
675 E. Gish Road
San Jose CA 95112
United States

Park Lane West
6483 Hyde
Common
Fremont CA 94538

**Parking Violation**

| | |
|---|---|
| Report # | [redacted] |
| Report Date | 06/30/2016 |
| Report Time | 11:20am |
| Created By | Angel Van Cleave #[redacted] |
| Position | Watch Commander |

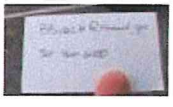
**Information**

| | |
|---|---|
| Vehicle make, model, color | Silverado, 98, [redacted] Silver |
| License plate | 7CLP[redacted] |
| Choose the type of violation | Abandoned Vehicle |
| | No, Other, specify in comments |
| | Yes |











Officer's Signature

2/10/1973 Parking Violation Approved by Andrea Camargo

#5456 Incident Report Approved by Andrea Camargo

June 29th, 2022

ORION SECURITY

Upgrade to Dependability

## References

*Here are some of the management companies we are currently contracted with.*

RENAULT & HANDLEY

SAND HILL PROPERTY COMPANY

DKD Associates, Inc. PROPERTY MANAGEMENT

Santa Clara County Office of Education

WEST COAST

CUSHMAN & WAKEFIELD

PACTRUST Pacific Realty Associates, L.P.

CBRE Property Management

FIRST COMMERCIAL REAL ESTATE

COMPASS

FPI MANAGEMENT

WOODMONT

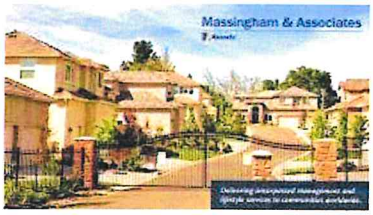
BAY AREA PROPERTY SERVICES

MARCH DEVELOPMENT COMPANY

THE JOHN STEWART COMPANY

CHARITIES HOUSING

MBHM




ORCHARD COMMERCIAL

DAVISPARTNERS

The Helsing Group, Inc.

WOODSTOCK DEVELOPMENT

COMMON INTEREST MANAGEMENT SERVICES

*Serving Homeowner Associations Since 1990*

HOA Management Solutions Inc

BORELLI INVESTMENT COMPANY

WILLIS

STOER CONSTRUCTION

MVLA HIGH SCHOOL DISTRICT

CMHC SCHL

PROPERTY PRO Real Estate (pvt.) Ltd.

Newmark Knight Frank

ALHOUSE DEATON

GREYSTAR

Redefining Excellence in Apartment Living.

FABS Group Inc.

MNM PROPERTY MANAGEMENT

KT MANAGEMENT



JLL

YOSHENT-01 SBORRELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2022

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 License # 0757776<br>HUB International Insurance Services Inc.<br>548 W Cromwell Avenue<br>Suite 101<br>Fresno, CA 93711 | CONTACT NAME: Lisa Glynn<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: lisa.glynn@hubinternational.com |
| INSURED<br>Yosh Enterprises is DBA Orion Security, Paramount Investigations<br>675 E. Gish Rd<br>San Jose, CA 95112 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Philadelphia Indemnity Insurance Company — 18058<br>INSURER B : Hartford Underwriters Insurance Company — 30104<br>INSURER C : Hiscox Insurance Company — 10200<br>INSURER D :<br>INSURER E :<br>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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Errors & Omissions<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | | PHPK2400044 | 4/6/2022 | 4/6/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | PHPK2400044 | 4/6/2022 | 4/6/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | PHUB810003 | 4/6/2022 | 4/6/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 16WEQY5B8G | 11/6/2021 | 11/6/2022 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Crime | | | UC24448935.22 | 4/6/2022 | 4/6/2023 | Employee Dishonesty | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder/ Additional Insured: City, its officers, officials, directors, employees and volunteers
Endorsements attached: PI-GLD-SG-1013, PI-SG-010-0209, WC04036

**CERTIFICATE HOLDER**

City of Newark
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY DELUXE ENDORSEMENT: SECURITY SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page # |
|---|---|---|
| Damage to Premises Rented to You | $1,000,000 | 2 |
| Watercraft | Used in Security Services only | 2 |
| Medical Payments | $20,000 | 2 |
| Medical Payments – Extended Reporting Period | 3 years | 2 |
| Supplementary Payments – Bail Bonds | $2,500 | 3 |
| Supplementary Payments – Loss of Earnings | $500 per day | 3 |
| Employee Indemnification Defense Coverage for Employees | $15,000 | 3 |
| Additional Insured – Broadened Named Insured | Included | 3 |
| Additional Insured – Managers and Supervisors | Included | 3 |
| Additional Insured – Managers, Landlords, or Lessors of Premises | Included | 3 |
| Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You | Included | 4 |
| Additional Insured – Grantors of Permits | Included | 4 |
| Additional Insured – Blanket Additional Insureds by Contract | Included | 4 |
| Limited Rental Lease Agreement Contractual Liability | $50,000 | 5 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 5 |
| Duties in the Event of Occurrence, Offense, Claim or Suit | Included | 5 |
| Unintentional Failure to Disclose Hazards | Included | 6 |
| Liberalization | Included | 6 |
| Bodily Injury – Mental Anguish | Included | 6 |
| Assault and Battery Coverage with Extended Property Damage | Included | 6 |
| Errors and Omissions Coverage | Included | 7 |
| Incidental Medical Malpractice | Included | 9 |


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**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and

   c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**

2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

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

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. Aircraft, Auto Or Watercraft** does not apply to security services performed on or about watercraft.

**C. Medical Payments – Limit Increased, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or

   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, Paragraph a., Item (b) is amended to read:

   provided that:

   **(b)** The expenses are incurred and reported to us within three years of the date of the accident; and


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**D. Supplementary Payments**

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from $250 to $2,500; and

2. The limit for loss of earnings is changed from $250 a day to $500 a day.

**E. Employee Indemnification Defense Coverage**

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $15,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**F. Who is an Insured**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

   a. Coverage under this provision is afforded until the end of the policy period;

2. Each of the following is also an insured:

   a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

   b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

   c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

      This insurance does not apply to:

      (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.


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**d. Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**e. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

**(1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

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

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

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

**f. Blanket Additional Insureds by Contract** – Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**(1)** "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:


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(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**G. Limited Rental Lease Agreement Contractual Liability**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability**:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**H. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABLITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**I. Duties in the Event of Occurrence, Offense, Claim or Suit**

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**.

   This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

2. The requirement in Condition **2.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:


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a. You, if you are an individual;

b. A partner, if you are a partnership; or

c. An "executive officer" or insurance manager, if you are a corporation.

3. The requirement in Condition **2.b.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership; or

c. An "executive officer" or insurance manager, if you are a corporation.

**J. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**K. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**L. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph **3.** is changed to read:

"Bodily injury":

a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

**M. Assault and Battery with Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:


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(1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or

(2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

**N. Errors and Omissions Coverage**

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

   ERRORS AND OMISSIONS

   This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

2. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

   ERRORS AND OMISSIONS

   The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

3. **SECTION I – COVERAGES** is amended by adding the following:

   **COVERAGE D – ERRORS AND OMISSIONS LIABILITY**

   **a. Insuring Agreement**

   (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the insured to which the insurance does not apply. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any claim or "suit" that may result. But:

   (a) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

   (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A**, **B**, or **D**, or medical expenses under Coverage **C**.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

   (2) This insurance applies only if the error or omission occurs during the policy period.

   **b. Exclusions**

   This insurance does not apply to:


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**(1)** "Bodily injury" or "property damage";

**(2)** "Personal and advertising injury";

**(3)** Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;

**(4)** Any claim seeking relief or redress in any form other than monetary damages;

**(5)** Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;

**(6)** Any claim arising from warranties or guarantees made by any insured;

**(7)** Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:

**(a)** That the insured would have in the absence of the contract or agreement; or

**(b)** Assumed in a contract or agreement that is an insured contract;

**(8)** Liability arising from any fraudulent, dishonest, or criminal act of any insured;

**(9)** Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and

**(10)** Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.

**(11)** Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:

**(a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**(b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

**(c)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

**(d)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**c. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**


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d. **SECTION III – LIMITS OF INSURANCE** is amended as follows:

(1) Item **2.** is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage **B**; and

d. Damages under Coverage **D**.

(2) Item **5.** is replaced by the following:

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**,

because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and

c. Damages under Coverage **D**.

e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** is amended as follows:

(1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A**, **B**, or **D** of this Coverage Part, our obligations are limited as follows:

(2) Paragraph **b. Excess Insurance**, Item **(2)** is replaced by the following:

When this insurance is excess, we will have no duty under Coverages **A**, **B**, or **D** to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**O. Incidental Medical Malpractice**

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

1. First aid treatment including cardiopulmonary resuscitation (CPR); and


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2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in **1.** and **2.** above.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

| Name of Client(s) | Type of Service |
|---|---|
| Where required by written contract | Any/All Services |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Item **4. Other Insurance**
**b. Excess Insurance** is deleted as respects:

1. Any contract for security or investigative operations; or

2. Operations from the type of service listed for the client shown in the endorsement **SCHEDULE**.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

**Policy Number:** 16 WE QY5B8G **Endorsement Number:**
**Effective Date:** 11/06/21 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** YOSH ENTERPRISES INC
675 E GISH RD
SAN JOSE CA 95112

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

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

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

**SCHEDULE**

| Person or Organization | Job Description |
|---|---|
| Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us | |

Countersigned by _____
Authorized Representative

**FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND ORION SECURITY**

This First Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of _____, 2022 for the provision of specialized professional services (security guard services).

**RECITALS**

**WHEREAS**, the Parties executed the Agreement for the provision of specialized professional services (security guard services); and

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

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

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

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $28,000, for a total not to exceed amount of $77,999 (from a previous not to exceed amount of $49,999.).

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

City of Newark

_____

David J. Benoun
City Manager

Dated: _____

Consultant

_____

Authorized Representative
Stantec Consulting Services, Inc.

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH ORION SECURITY TO PROVIDE SPECIALIZED PROFESSIONAL SERVICES (TEMPORARY SECURITY GUARD SERVICES) AND APPROVING AN AMENDMENT TO THE 2022-2024 BIENNENIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, on July 13, 2022 the City entered into a Contractual Services Agreement C22041 (the "Agreement") with Orion Security (the "Consultant") to provide specialized professional services (temporary security guard services); and

WHEREAS, the City finds that the scope of services described in the Agreement continue to be necessary; and

WHEREAS, staff has identified the need to amend the Agreement to increase the not-to-exceed amount; and

WHEREAS, an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2022-2023 will be necessary to appropriate funds for this Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute Amendment No. 1 to the Contractual Services Agreement with Orion Security to increase the not-to-exceed amount by $28,000 for a total not-to-exceed amount of $77,999, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council does herby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2022-2023 by appropriating $77,999 as follows:

FROM:

| Description | Account | Amount |
|---|---|---|
| General Fund Balance | 110.3000 | $77,999 |

TO:

| Description | Account | Amount |
|---|---|---|
| CMO Contractual Services | 110.20.020.200.6221 | $77,999 |

# STAFF REPORT

Item D. 5.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Steve Willkomm, Community Preservation Manager |
| **SUBJECT** | Resolution approving and authorizing the City Manager to execute the First Amendment to the Contractual Services Agreement with 4Leaf Inc. to provide temporary professional code enforcement services |

## SUMMARY AND RECOMMENDATION

Staff recommends that the City Council approve an amendment to the existing 4Leaf, Inc. Contractual Service Agreement (CSA) to increase the “not-to-exceed” amount by $95,040.00 (a value representing approximately 960 hours consultant staff hours) thereby extending the services to the beginning of July 2023. The scope of services would remain the same. Examples of services include: responding to inquiries regarding code enforcement matters at the public counter; responding to phone and/or email inquiries; processing case investigation documentation; processing of evidence; preparing case correspondence and documentation; testifying during legal proceedings; and interacting with responsible parties, including property owners, residential tenants, commercial tenants (business owners), contractors, and professional plan preparers. The amendment would provide 4Leaf consultant services through approximately the beginning of July 2023.

## BACKGROUND

The City has relied upon professional consultants to provide services and experience that City staff are unable to provide. For example, the City currently has several CSAs with consultants for on-call professional city planning services, as well as Public Works construction inspection, and civil engineering development plan review services. These CSAs provide the City with flexibility to address service and experience needs while maintaining high customer service levels and keeping staff costs low. In September 2022, the City entered into a CSA with 4Leaf Inc. in the amount of $47,520.00 (a value representing approximately 480 hours of consultant staff hours) to provide temporary professional code enforcement services in order to increase capacity to perform critical community preservation customer service and code violation investigation functions. 4Leaf staff has provided these services since October 2022. The current contract would allow 4Leaf to provide services through early January 2023.

## DISCUSSION/ANALYSIS

The need for enhanced capacity continues for the Community Preservation Division. As of December 2022, there are 286 open cases that range from property maintenance violations to very complicated building and zoning violation cases. 4Leaf is assisting with complicated illegal structure cases that require inspections, documentation, and property owner noticing, which is very time-consuming. The two existing, full-time Community Preservation staff are working to reduce the current case backlog and process new cases in a timely manner. The amendment to the CSA would increase the "not to exceed" contract amount by $95,040.00 for a total contract amount of $142,560. The proposed amendment would provide services through June 2023.

**FISCAL IMPACT**

A budget amendment would be required for this CSA amendment. Staff recommends that the City Council approve an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2023 as follows:

· Increase Community Preservation General Fund Professional Services (120.50.053.530.6220) by $95,040.00
· Decrease Fund Balance (120.3000) by $95,040.00

**REVIEW AND APPROVAL**

Prepared by - Steve Willkomm, Community Preservation Manager
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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**Attachments**

First Amendment Contract Agreement

4Leaf Resolution

**FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND 4LEAF, INC.**

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and 4LEAF, INC., a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated September 12, 2022 (the "Agreement"), is entered into as of _____, 2023 for the provision of temporary professional code enforcement services.

**RECITALS**

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

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

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

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

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $95,040.00, for a total not to exceed amount of $142,560.00 (from a previous not to exceed amount of $47,520.00).

2. The Agreement's Exhibit B (Payment) is amended as outlined in the new Payment (Exhibit 1), attached hereto and incorporated herein by reference.

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

City of Newark

_____

David J. Benoun
City Manager

Dated: _____

Consultant

_____

4LEAF, INC.
[Consultant]

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

**EXHIBIT 1**

***PAYMENT***

Consultant will provide the individual performing at the Standard Code Enforcement Officer level at the hourly rate of $99.00/hour for an amount not to exceed $142,560.

5077303.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH 4LEAF INC. TO PROVIDE TEMPORARY PROFESSIONAL CODE ENFORCEMENT SERVICES AND AUTHORIZING A BUDGET AMENDMENT TO THE BIENNIAL BUDGET 2023-2024 FOR FISCAL YEAR 2023

WHEREAS, consultant experience is sometimes needed to provide services and expertise that city staff are unable to provide, as well as additional capacity during busy periods or when staff resources are low; and

WHEREAS, On September 12, 2022 the City of Newark awarded a Contractual Services Agreement (the "Agreement") to 4LEAF Inc. (the "Consultant") to provide temporary professional code enforcement services; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby:

(1) Approve the First Amendment to the Contractual Services Agreement with 4LEAF Inc. to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement, as amended by the First Amendment, by $95,040.00 for a total not to exceed amount of $142,560.00 and authorize the City Manager to execute the First Amendment to form by the City Attorney.

(2) Approve an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2023 as follows:

- Increase General Fund Professional Services (120.50.053.530.6220) by $95,040
- Decrease Fund Balance (120.3000) by $95,040

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement in a form approved by the City Attorney, that are within the total not to exceed amount of $142,560.00.

# STAFF REPORT
Item F. 1.

| | |
|---|---|
| **DATE** | 01/12/2023 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Anne Stedler, Economic Development Manager |
| **SUBJECT** | Economic Development Update Informational Report |

## SUMMARY AND RECOMMENDATION

Economic Development engages with many sectors of the business community, and each plays an important role in Newark's financial sustainability. This staff report and the attached presentation to Council summarize four Newark business sectors and the City of Newark's (City) 2022 Agreement with the Newark Chamber of Commerce.

Each Sector Summary looks backward and forward in time to provide context. Sectors summarized in this report include Industry, Hotels, and Retail. The Chamber of Commerce summary follows. The Small Business Sector is briefly summarized in the staff report, with details in staff report attachments.

Policies in the adopted Economic Development Element of the General Plan aim to strengthen tax revenue to the City and the number and quality of jobs. Each Sector Summary provides an overview of staff efforts and progress alongside these Economic Development policies to demonstrate alignment.

Additionally, this report provides a different context than earlier Economic Development updates because businesses are no longer in crisis response to the pandemic. This allows staff focus to shift from pandemic conditions to identifying and developing responsive strategies that productively engage each business sector.

Staff recommends that the City Council receive the Economic Development Update informational report.

## BACKGROUND

Economic Division staff have presented yearly informational updates to the City Council at two previous meetings.

January 14, 2021
The Council received presentations from two Newark life sciences/biotech companies and an industry analyst highlighting this important industry in Newark. Data was provided showing the growth of life sciences/biotech companies in Newark from 2017 to Dec 2020 from 17 businesses to 34 businesses. Council reviewed the scope of

assistance for the business community to deliver resources and support and inspire a sense of common purposes during COVID-19, “We are all in this together.”

March 24, 2022
Presentation of strong 2021 industrial leasing activity and dropping vacancy rate indicating need for additional industrial space. Staff presented a report on the Exceptional COVID-19 Grant Program (ECGP) results, Financial Resiliency Workshops, and one-on-one business owner counseling to help small merchants.

The 2023 Economic Development Update Report is informational, intended to set forth key Economic Development issues and opportunities facing the City in 2022 and the progress made. The report is organized by four business sectors:

- Industrial
- Hotel
- Retail
- Small Business

In addition, this report summarizes the 2022 efforts between the City and the Newark Chamber of Commerce, the "Chamber ReStart" initiative.

## DISCUSSION/ANALYSIS

### Industrial Sector Summary

Newark’s industrial businesses deliver the two most sought-after economic development benefits: tax revenue and attractive employment opportunities. The sector is a major contributor of sales and property tax revenue and attracts business travelers who pay transient occupancy tax (TOT). The sector not only provides increasingly sophisticated and well-paid employment opportunities, but it’s also increasing the number of industrial jobs in Newark overall.

This valuable tax revenue and employment base can continue to grow as Newark facilitates private sector investment in its Industrial areas. Silicon Valley, one of the world’s strongest industrial economies, is expanding and Newark is geographically positioned to provide needed sites and buildings.

*Looking Back, Taking Stock of the Present, Looking Forward*

*Looking Back.* The state of Newark’s industrial inventory between 2008 and 2017 shows how inactive the market was in the years following the 2008 Great Recession. The total 2017 industrial inventory was 10,500,000 square feet of building area. Only new two buildings were constructed in the ten years starting in 2008: a warehouse on Eureka Drive (2016) and a distribution center for E-commerce (2014). Even the well-located Pacific Research Center on Gateway Boulevard at Jarvis Avenue faced a very slow lease-up during this period after former owner/tenant Sun Microsystems vacated the 1.4 million square foot campus in 2008.

*The Present.* In 2018 Newark entitled 1 million square feet at the Panattoni/Clarion site

on Gateway Boulevard and the Overton Moore site on Central Avenue to attract growing numbers of tenants seeking space. Within four years, by 2022, these properties were fully leased and assessed values were generating property tax to the City. In November 2022, the global industrial developer and property owner, Prologis, applied for a new 300,000 square foot industrial building at 6756 Central Avenue. This business investment decision to replace 17 acres of obsolete buildings and under-developed yards on Central Avenue with a modern industrial building shows the value of Newark's industrial sites today.

*Looking Forward.* In response to City Council's request at the March 24, 2022, Economic Development Update presentation, staff identified industrial sites (both undeveloped and under-developed) for potential new development and buildings that could be retooled for modern industrial and R&D uses. The opportunities are significant and would potentially enable the development of another 1 square million feet of building area. However, these properties are privately owned, and many are subject to leases. Therefore, only a few owners may take advantage of the market demand for industrial space in the near term, and the pace creating new buildings is not predictable.

To meet this need for modern industrial buildings, staff is developing an Industrial Sector Work Plan that includes discussions with industry experts and property owners, strategies for transitioning properties with high potential for modern facilities. The Industrial Sector Work Plan is anticipated to be prepared by Spring 2023.

*Policies from the Economic Development Element*
The proposed Industrial Sector Work Plan is aligned with many Economic Development Element policies in the adopted General Plan, including:

ED-1.2 Newark's Competitive Edge. Maintain and enhance Newark's competitive edge relative to other cities in the East Bay, Silicon Valley, and Peninsula Area, particularly in the technology sector.

ED-1.3 Revenue Generation. Support continued expansion of the municipal tax base, including property, transient occupancy, and sales taxes, to ensure adequate funding for public facilities and services. Development should generally have a positive fiscal impact on the city unless other compelling, community benefits will be provided.

ED-1.4 Core Industries. Continue to support and grow the City's core industries while remaining flexible as they change and evolve.

ED-1.5 Managing Land Resources. Ensure the strategic use of Newark's available industrial and commercial land supply to ensure that the economic development potential of its commercial and industrial areas is fully recognized.

ED-3.1 Industrial Land Supply. Maintain a sufficient supply of land for office and industrial uses to generate high-quality, high-paying jobs and meet the City's economic development goals. Focus office and industrial development on technology uses and

other activities that will generate high-wage employment.

ED.3.7 Industrial Redevelopment. Encourage property owners to redevelop industrial sites and buildings when the proposed redevelopment will generate high-quality and high-paying jobs. Likewise, support the refurbishment of such spaces for continued use as general industrial properties.

**Hotel Sector Summary**

The hotel sector is important because it produces valuable transient occupancy tax (TOT) for the City.

The November 10, 2022, consultant report to the City Council described Newark's hotel market strengths and its stronger occupancy and revenue relative to nearby Bay Area markets through the pandemic. The consultants explained that the unprecedented world-wide hotel revenue losses are particularly severe in the San Francisco Bay Area. Therefore, the most critical need now is regaining occupancies and revenues close to pre-pandemic 2019 levels.

*Looking Back, Taking Stock of the Present, and Looking Forward*

*Looking Back*. In 2019, strong business travel supported occupancy rates at 75% and an average daily rate of $182. City TOT revenues were the highest ever at $6.7 million.

*The Present.* Today Newark business class hotels report occupancies hovering at 64% for the twelve months ending in September 2022, and average daily rates at $137 for the same period. TOT revenue is slowly recovering from the low $2.9 million in 2021 to an estimated $3.7 million in 2022.

Since the November 10, 2022, presentation to Council on “Transient Occupancy Tax Revenue and Hotel Market Analysis,” Embarcadero Hotel Group consultants Sondra Storm and Mark Keller met with Newark’s business-class hotel general managers and sales managers to learn their perspectives, concerns, and priorities. The greatest need identified in all interviews is restoring occupancy and room rates to pre-pandemic levels, which aligns directly with the City’s desire to restore TOT levels. The hoteliers welcomed the interviews and discussed issues. This is the beginning of collaboration that will guide upcoming staff efforts to address the needs of Newark hotels and the managerial staff.

*Looking Ahead.* Staff and the Embarcadero Hotel Group consultants will prepare a Hotel Sector Work Plan during first quarter 2023 informed by continued discussions with Newark hotel managers. The Hotel Sector Work Plan will guide staff's efforts to strengthen this important business sector.

*Policies from the Economic Development Element*
Staff's Hotel Sector efforts are aligned with many Economic Development Element policies in the adopted General Plan, including:

ED-1.2, 1.3, and 1.5 listed above (under the Industrial section).

ED-1. Hospitality. Continue to grow Newark's hospitality sector, including high-quality business hotels, restaurants, and entertainment venues Partner with Newark hotels to market to business travelers and travel planners the advantages of staying in Newark.

**Retail Sector Summary**

The Retail Sector generates critical retail sales tax from business-to-business and consumer purchases. Consumer retail is also critically important as a service to the community, providing convenient access to goods and services and contributing to a sense of community identity. This summary is about consumer retail.

*Looking Back, Taking Stock of the Present, and Looking Forward*

*Looking Back.* Long-standing vacancies at the shopping centers at Newark Boulevard and Jarvis Avenue and resident demands for new retail options in general are primary concerns that continue today. Although one of the Newark Boulevard and Jarvis Avenue vacancies is now occupied by Sprouts (Summer 2017) and Fitness 19 (Fall 2022), two large vacancies remain. This month Big Lots announced that the store at Cedar and Thornton Avenues would close by February 2023.

*The Present.* In 2021, Council implemented the NewPark Place Specific Plan, meant in part to enhance and grow retail opportunities at NewPark Mall and surrounding areas. Council also approved the Costco retail warehouse, a catalyst project that will grow retail sales tax.

In 2022 the City began researching the contractual restrictions that legally limit a property owner's choice of tenants. In April 2022, the Council approved an amendment to the Consulting Services Agreement with Greensfelder Commercial Real Estate to continue that fundamental work. Much of this work has been completed, allowing for discussions with property owners and prospective retailers.

*Looking Ahead.* The retail recruitment process is lengthy and subject to factors beyond the City's control. The first steps include efforts to secure a retailer's serious interest for any of the large retail space vacancies. That work is now underway and will continue. Second, corporate approvals are typically required for large space retailers, with extensive due diligence and investment committee approval. Third, typically the retail space requires tenant improvements, with both a design and construction phase. Economic Development serves as an important link between prospective retailers and the City's approval process and will continue to promote Newark and address delays in the recruitment process.

*Policies from the Economic Development Element*
Staff's Retail; Sector efforts are aligned with many Economic Development Element policies in the adopted General Plan, including:

ED-2.2 Greater NewPark Mall Area. Guide the revitalization of the NewPark Mall area so it becomes a world-class retail and entertainment destination. Additional uses such as offices, hotels, and housing should be supported only to the extent that they support retail revitalization.

ED-2.8 Retail Business Attraction. Collaborate with real estate brokers, property owners, the Chamber of Commerce, and other stakeholders to market Newark to potential new retail businesses through a variety of means, such as direct contact, media, and attendance at industry conferences and retail conventions.

ED-2.9 Retail Destination Marketing. Partner with the Chamber of Commerce and other stakeholders to market Newark as a regional retail destination for the southern East Bay region. Recognize the important role that quality retail and dining establishments play in attracting quality employers and good-paying jobs to the City.

ED-2.A Retail Needs Assessment. Evaluate periodically the condition of the City's retail centers and business districts to determine the need for changes to zoning regulations or other strategies that improve retail performance. Regularly assess the local retail market, consumer preferences, and buying power to identify retail gaps.

**Newark Chamber of Commerce Summary**

Both the Newark Chamber of Commerce and the city take pride in a history of collaboration that continues now with the Chamber Restart program and the Chamber's role in advancing economic development for the Newark business community.

*Looking Back, Taking Stock of the Present, and Looking Forward*

*Looking Back.* The City's 2016 contract to support the Chamber of Commerce expired June 30, 2020, before the former Executive Director retired in September 2020. Although the pandemic public health orders limited traditional Chamber functions, the volunteer Board of Directors engaged with the community by hosting a series of webinars for small business merchants who were most threatened by the pandemic.

*The Present.* In 2022 the Chamber began work with Katy Brooks, CEO of the Bend Chamber of Commerce in Bend, Oregon, under a contract funded by the City. Because the Bend Chamber has generated outstanding business benefits through an economic development service model, the Newark Chamber sought out their advice and experience. This consultation produced a Chamber of Commerce Three Year Budget, a Chamber of Commerce Work Plan, and a Stakeholder Interview Report for an incoming CEO.

City Council approved an agreement to use American Recovery Plan Act (ARPA) funds in the amount of $230,000 to compensate a new CEO and staff, and also approved $25,000 in APRA funds to retain an executive recruiter for the Chamber. The executive recruiter is now working with the Chamber Board to launch the CEO

recruitment. Also, the Chamber received a $75,000 grant from Alameda County Supervisor District 2's ARPA Cash Grant program in late November 2022.

*Looking Ahead.* The Chamber Board's proposed Work Plan, Budget, and Stakeholder Interviews are ready to support new economic development initiatives. This work is expected to begin when the new CEO appointment begins.

*Policies from the Economic Development Element*
The Chamber–City collaboration is aligned with many Economic Development Element policies in the adopted General Plan, including:

ED-1.6 Business Retention and Recruitment. Work with the Chamber of Commerce and other local business and economic development organizations to retain jobs in the city and recruit and support new businesses and business growth.

ED-1.8 Partnerships. Build and strengthen partnerships with the City's economic development partners, particularly the Chamber of Commerce and also business development organizations, regional economic development associations, Ohlone College, and other entities.

ED-1.9 Communication. Strive for frequent and effective communication with the business community in partnership with Chamber of Commerce. Provide opportunities for local businesses to communicate their issues and needs to City staff and demonstrate responsiveness through follow-up actions.

**Small Business Sector Summary**

City Council focused on Small Business recovery starting in 2020 and through the pandemic because small business owners are among those least able to sustain long closures and reduced earnings, and yet their services are important to this community and its retail centers. This summary is expected to be the final report on small business assistance driven by the closures and losses related to the COVID-19 pandemic. Economic Development staff efforts will focus on expanding capacity and sustainability.

*Looking Back, Taking Stock of the Present, and Looking Forward*

*Looking Back.* From 2017 through 2019, City staff worked with the Chamber to host informational meetings with the Police Department for business owners experiencing auto burglary and theft. Staff and Chamber also developed "Flavors of Newark" events to showcase Newark restaurants to local, corporate businesses.

*The Present.* The City offered substantial small business assistance starting in 2020 and continuing in 2021 with the ARPA-funded Exceptional COVID Grant Program. In 2022, County and State funding generated three new small business grants (see below), and the City continued to offer technical assistance and small business outreach.

*Small Business Sector Summary*
This Small Business Sector Update addresses small business economic recovery and provides background for a recommendation to Council to continue services to small businesses in Newark. This section includes four parts listed below, and set forth in Attachment 1, Small Business Summary:

Part 1. Economic Recovery Follow-up Survey results from the owners who received Newark's Exceptional COVID-19 Grant Program (ECGP) as Council requested at its March 2022 meeting

Part 2. Recent Alameda County and State of California grants, a digital marketing pilot workshop for ECGP recipients, and a Financial Resiliency workshop

Part 3. Small business recovery and outreach in Old Town in preparation for Old Town Specific Plan

Part 4. Reasons staff expects to recommend continued small business support under a proposed additional amendment of the Spectrum Small Business Services Consulting Services Agreement (Spectrum CSA). City Council consideration of the Spectrum CSA amendment is expected to be on the January 26, 2023 agenda.

*Looking Ahead.* Regional and state agencies may offer two more grant programs in first quarter 2023, and the Economic Development team will encourage applications. Staff will recommend an additional Amendment for Spectrum Small Business Services to continue technical assistance and workshops as needed through 2023. These include business and marketing support important to the Old Town Specific Plan goal of maintaining and strengthening existing businesses, as well as encouraging small business capacity-building city-wide.

*Policies from the Economic Development Element*
The Small Business Services and investment in Old Town are aligned with the following Economic Development Element policies in the adopted General Plan:

ED-2.7 Public Investment in Retail Districts. Where appropriate, use public investment to improve the quality of Newark's business districts, particularly in the Old Town Newark area along Thornton Avenue. Consider programs to improve facades, signage, landscaping, lighting, and streetscapes, as funds and resources allow.

ED-4.4 Small and Disadvantaged Businesses. Support the continued growth of small and disadvantaged businesses through local, state, and federal programs and incentives.

ED-4.C Small Business Growth. In coordination with the Chamber of Commerce, explore programs to support small business growth in Newark, including incubators, shared offices, tax incentives, and technical assistance.

## FISCAL IMPACT

There is no fiscal impact associated with this informational report.

## REVIEW AND APPROVAL

Prepared by - Anne Stedler, Economic Development Manager
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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**Attachments**

Small Business Summary

ECGP Follow-up Survey

Presentation

# Small Business Sector Summary
# Follow-up Survey Report, Progress, and Success

City Council focused on Small Business recovery starting in 2020 and continuing through the pandemic because small business owners are among those least able to sustain long closures and reduced earnings, and yet their services are important to this community and its retail centers. This Sector Summary is expected to be the final report on small business assistance driven by the closures and losses related to the COVID-19 pandemic. Future sector summaries will focus on expanding capacity and sustainability.

**Looking Back, Taking Stock of the Present, and Looking Forward**

**Looking Back**. In 2019, city staff worked with the Chamber to host informational meetings with Police officers for business owners experiencing auto burglary and theft. Staff and Chamber also developed a working relationship with locally owned restaurants to host "Flavors of Newark" events that showcase Newark restaurants to local, corporate businesses.

**Present**. The city offered substantial small business assistance starting in 2020 and continuing in 2021 with the ARPA-funded Exceptional COVID Grant Program. In 2022, County and State funding generated three new small business grants (see below), and the city continued to offer technical assistance and small business outreach.

**Looking Ahead**. Regional and state agencies may offer two more grant programs in first quarter 2023, and the Economic Development team will encourage applications. Staff will recommend the Fifth Amendment of the Spectrum Consulting Services Agreement (Spectrum CSA) to continue technical assistance and workshops as needed through 2023. These include business and marketing support important to the Old Town Specific Plan goal of maintaining and strengthening existing businesses, as well as encouraging small business capacity-building city-wide.

**Small Business Sector Update (Presented in Four Parts)**

This Small Business Sector Update addresses small business economic recovery and provides background for a recommendation to Council to continue services to small businesses in Newark. This section includes four parts:

> **Part 1.** Economic Recovery Follow-up Survey results from the owners who received Newark's Exceptional COVID-19 Grant Program (ECGP) as Council requested at its March 2022 meeting
>
> **Part 2**. Recent Alameda County and State of California grants, a digital marketing pilot workshop for ECGP recipients, and a Financial Resiliency workshop
>
> **Part 3.** Small business recovery and outreach in Old Town in preparation for Old Town Specific Plan

**Part 4.** Reasons staff plans to recommend continued small business support under the proposed Fifth Amendment of the Spectrum Small Business Services Consulting Services Agreement (Spectrum CSA). The amendment will be on a January 2023 agenda

**Part 1. Economic Recovery Follow-up Survey Results on ECGP Grant Recipients – A Council Request**

Council requested a Follow-up Survey to assess the economic recovery of ECGP recipients –business owners who suffered greatest losses proportionately due to public health closures that exceeded six months. The survey results answer two key questions: a) Is back-rent debt reduced? and b) Do owners expect to stay in operation?

**Back-rent debt is reduced:** All but 16 (27%) of respondents fully retired their back-rent debt

**Businesses are continuing operations**: 97% of respondents expect to be in business for at least the next year, and most expect to stay longer

Business owners also reported:

**Business is improving**: Forty-nine say business is either much better or a little better than a year ago

**ECGP grant was necessary**: 85% of respondents said the ECGP "was absolutely critical to staying in business." The remaining 15% said that the ECGP "was probably critical to staying in business."

**Conclusion, Small Business Update, Part 1.**

The Economic Recovery Follow-up Survey results and owner statements in this section demonstrate that we made strong progress in business recovery and in sustaining owners hardest hit by the pandemic. The survey results prove that the city's $1,470,000 ARPA investment in the ECGP helped business owners to survive. (More details from the Follow-up Survey are also attached to the Staff Report.)

**Part 2. New Grants and Workshops in Digital Marketing and Financial Resiliency**

**Three small business grants offered since June 2022:**

**Alameda County Small Business Recovery Grant**. Awards are $10,000 to businesses in commercial property and $5,000 to home-based businesses ($11 M ARPA funding countywide)

**Supervisorial District 2 ARPA Cash Grant**. Awards are based on applicant need ($3.1 M funding), and grants appear to be uniformly $5,000 each.

**State of California Micro Business Grant**. $2,500 each to businesses (awarded through regional contractors).

Outreach by Newark's Economic Development team of Spectrum and City staff continues to encourage as many business owners as possible to submit grant applications. The team has made additional efforts to reach 16 ECGP owners who continue to owe back rent (Part 1, above,) and Old Town area business owners.

Data for the Alameda County Small Business Recovery Grant shows 396 Newark business owners applied:[i] An estimated:

**259 Newark store-based businesses applied for grants of $10,000 each**
**139 Newark home-based businesses applied for grants of $5,000 each**

These estimates include applications for $10,000 grants submitted by about 19 Old Town area owners and 16 ECGP recipients still owning back rent. This grant is awarded by lottery, so it is unclear what portion of Newark applicants will be awarded grants. The total grant value to Newark remains uncertain as this staff report is prepared.

These three grant programs bring recovery funding to Newark at no cost to the city and provide much-needed assistance to our small business community. These dollars reached Newark businesses only by the efforts and commitment of our Economic Development team who perform continued outreach and encouragement.

In addition to the grant value itself, an estimated $.41 of every dollar gained by local businesses stays local and creates more local spending—another economic benefit to the entire community.

In November 2022, staff learned that the District 2 ARPA Cash Grant is still accepting applications from small businesses, and the California State Micro Business Grant may offer another round of funding in January. Therefore, the Economic Development team will encourage applications and inform Council when we can obtain more financial details.

In addition to the critical monetary value, positive responses to outreach from business owners show the value and significance of our public relations and community efforts.

**Digital Marketing and Financial Resiliency Workshops Provided in August and December 2022**

ECGP recipients ranked financial assistance as their greatest need and increasing customers and customers' purchases as their second priority. While the ECGP and three recent grants provided financial assistance, the Economic Development team turned to the need increasing customer base.

Working with Ohlone College Career Center, Spectrum developed a digital marketing, instructional workshop series through Yelp and Google pages, websites, and e-mail marketing. The workshop series is described in an Attachment (list of all workshops since 2020).

In December 2022, the Economic Development team offered the Financial Resiliency Workshop in response to popular request. It had been ten months since the workshop was <u>required</u> for ECGP grant applicants, thus providing a big financial incentive to attend. The December 2022 attendees had no financial incentive. However, 28 owners attended in December 2022 without financial incentive, 58% were attending for the second time, and all reported that it was worth taking Financial Resiliency twice and they want to use the concepts in their businesses. Owners' request for the Financial Resiliency

workshop and their participation without a pending grant award may indicate emerging interest to improve business profitability – a mindset necessary for increased business sustainability, and one goal of the Economic Development team's outreach.

**Conclusion, Small Business Part 2**

Outreach to encourage grant applications, the pilot digital marketing workshop series, and the Financial Resiliency workshop was responsive to businesses requests and proved effective. Spectrum and staff used our business database to target and reach business owners who were most likely to be eligible and to benefit from the training, all designed to help businesses enlarge capacity and increase measurable financial gains. The goal is to develop more sustainable and better-equipped businesses who can quickly, effectively respond when the next earthquake or the next emergency confronts our community. Like the ECGP in Small Business Part 1, the new grants and the workshops show progress and deliver results that last beyond the pandemic and contribute value to Newark small businesses and the city.

**Part 3. Old Town**

Two developments advanced work with Old Town Businesses:

**First, new grants** listed in Small Business Part 2, above, provided financial incentives for Old Town business owners to listen to, interact with, and get to know the Economic Development team.

**Second, a Newark resident** who is **bilingual Spanish/English volunteered as liaison** with Spanish-speaking Old Town business owners 2 mornings a week. She has made new contacts, reinforced existing contacts, and reached Old Town community members who do not have storefronts.

As a result of this increased outreach, participation in the last five months includes:

- 19 Old Town-area owners applied for the Alameda County Small Business Recovery Grant
- Two owners participated in the Digital Marketing Workshop series
- Six owners attended the Financial Resiliency Workshop in December 2022
- Two owners met with a Spectrum Small Business Advisor

Old Town goals for 2023 include:

- Continuing discussions with owners about business recovery and resiliency
- Gathering benchmark data on businesses to measure improved sustainability over time
- Communicating with the Promotores to increase awareness of small business services throughout the Spanish-speaking community
- Continuing to gather information that informs marketing strategies to increase awareness, customer attraction, and sales
- Building business owner–city relationships in anticipation of the Thornton Avenue streetscape improvement project

**Conclusion, Small Business Part 3**

Relationships between the Economic Development team and Old Town business owners are slowly developing, strengthened by a bilingual liaison, and aided by the Promotores network. Economic Development team outreach and assistance will continue.

**Part 4. Spectrum Small Business Services Consulting Services Agreement (Spectrum CSA).**

The recommended Fifth Amendment of the Spectrum CSA is slated for a January 2023 council agenda. It proposes to continue small business services with a focus on Old Town where Specific Plan work is beginning and on building small business capacity and resilience city-wide. The work will continue to emphasize relationship-building among business owners and with the City of Newark through Spectrum and staff. (This concludes the four-part Small Business Update.)

**Policy from the Economic Development Element**
The Small Business Services and investment in Old Town are aligned with the following Economic Development Element policies in the adopted General Plan:

**ED-2.7 Public Investment in Retail Districts.** Where appropriate, use public investment to improve the quality of Newark's business districts, particularly in the Old Town Newark area along Thornton Avenue. Consider programs to improve facades, signage, landscaping, lighting, and streetscapes, as funds and resources allow.

**ED-4.4 Small and Disadvantaged Businesses.** Support the continued growth of small and disadvantaged businesses through local, state, and federal programs and incentives.

**ED-4.C Small Business Growth.** In coordination with the Chamber of Commerce, explore programs to support small business growth in Newark, including incubators, shared offices, tax incentives, and technical assistance.

**ED-5.7 Cultural Diversity as an Amenity**. Leverage Newark's cultural diversity and large international populations as attractions that draw quality restaurants, businesses, and visitors to the city.

**ED-5.F Business Recognition.** Continue efforts with the Chamber of Commerce to honor and recognize outstanding Newark businesses and to promote events and social gatherings where local businesses can network and gather.

[i] Data is available from the administrators of the Alameda County Small Business Recovery Grant, listed first of the three grant programs. Therefore, staff could confirm the number of grants submitted by Newark businesses. Staff has asked for comparable information from the two other grant administrators and hope to have that during first quarter 2023.

# FOLLOW UP SURVEY RESULTS OF ECGP GRANT RECIPIENTS

Survey Conducted: March-September 20222

Report Prepared: October 2022

Sponsored by the City of Newark, CA

Michael Cohen, CEO

Spectrum Small Business Services, LLC

Attachment 2

# Economic Recovery Follow Up Survey of ECGP Grant Recipients

(Submitted in response to city council request from March 2022)

From December 2021 to February 2022, the city awarded grants under the Exceptional COVID Grant Program (ECGP). This initiative utilized ARPA funds to provide grants to small businesses in Newark that were hit exceptionally hard by the pandemic. Each of the 82 recipients had experienced extreme revenue losses, and most were completely shut down by state mandate for periods exceeding six months. The businesses were primarily personal service providers including cosmetologists, barbers, personal trainers, day care centers, and dry cleaners. The follow up survey was conducted from March to September 2022.

## Recap of Grantees of the ECGP

- 82 grants were awarded
- $1.44 Million dollars in total awards
- Average award was $17,611
- Average loss of revenue from 2019 to 2020 was over $140,000
- Average amount of back rent owed was $31,221
- 86% had been paying business rent from their personal accounts
- All grantees completed the Financial Resiliency 4-hour course
- 60 grantees responded to ECGP Follow-up Survey, 73% of the grantees

## The Follow Up Survey Results (n=60)

We wanted to find out what has happened since businesses received ECGP grants. Did the grants accomplish what was intended? Did they provide the businesses with the ability to reduce debt, have greater resiliency and improve their sustainability? Here are some of the results:

1. Do you **currently** owe any unpaid rent because of the pandemic?

| | | |
|---|---|---|
| Yes | 16 | 27% |
| No | 44 | 73% |

| **Owed Back Rent Before ECGP** | |
|---|---|
| Total Merchants | 41 |
| Total Amount | $1,279,639 |
| Average Amount | $31,211 |

| **Still Owed Back Rent after ECGP** | | |
|---|---|---|
| Total Merchants | 16 | |
| Timeline | Before ECGP | After ECGP |
| Total Amount | $642,310 | $546,662 |
| Average Amount | $42,821 | $34,166 |

There is a decrease in the total back rent owed in the amount of $732,977* which is 57% of total back rent before ECGP. 41 out of 82 grantees owed back rent before the ECGP, and 25 paid off their back rent in full. Based on these results, approximately half of the grant money was used to pay back rent.

(*$1,279,639 Minus $546,662)

2. Was receiving the grant critical to allowing you to stay in business?

| | | |
|---|---|---|
| Absolutely | 51 | 85% |
| Probably | 9 | 15% |
| Not Really | 0 | 0 |

3. How did you use the funds from ECGP?

| Categories | Expected Use (Stated in the application) | Actual Use (Stated in the follow up survey) |
|---|---|---|
| To pay back rent | 55 | 33 |
| To pay for goods/inventory | 32 | 26 |
| To pay current rent | 16 | 24 |
| To repay other debt | 15 | 20 |
| To pay employees | 13 | 17 |
| To pay for marketing | 11 | 8 |

(Top responses. Respondent could choose more than one category)

The numbers shown in the table above help to identify trends versus hard data. They indicate that the grantees intended to use the grant funding mostly for back rent. In reality, they spent more money on current rent than they had anticipated. In addition, they may have underestimated how much debt they had accumulated in addition to back rent. Therefore, they ended up using more of the grant funds than expected to pay off operational debts. Lastly, the data also shows that the grantees hoped to have extra money

remaining for marketing, but many of them didn't have any funds left over.

4. How long do you think you can stay in business now?

| | | |
|---|---|---|
| More than another year | 46 | 77% |
| At least another year | 12 | 20% |
| At least another 6 months | 0 | 0% |
| Less than 6 months | 2 | 3% |

5. Comparted to last year, my business is:

| | | |
|---|---|---|
| Doing much better | 16 | 27% |
| Doing a little better | 33 | 55% |
| Doing about the same | 5 | 8% |
| Doing a little worse | 3 | 5% |
| Doing a lot worse | 3 | 5% |

**Future Training**

6. I would want to attend the following FREE workshops/advising sessions if they were available. (Choose up to two)

| | |
|---|---|
| How to find new sources for sales for personal service businesses | 36 |
| Take the Financial Resiliency workshop again | 16 |
| Analyze my financial statements individually | 9 |
| How to create and use a spreadsheet | 8 |

## Demographics of Follow Up Survey Respondents

| Question | Answer | Response | Percentage |
|---|---|---|---|
| Gender | Male | 20 | 33% |
| | Female | 40 | 67% |
| Veteran Status | None | 60 | 0 |
| Disability Status | None | 60 | 0 |
| Years in Business | 1-2 years | 5 | 8% |
| | 3-4 years | 13 | 22% |
| | 5-10 years | 17 | 28% |
| | 10 years + | 25 | 42% |
| Covid Related Grant Received | Less than $10k | 6 | 10% |
| | $10k – 20k | 24 | 40% |
| | $20k – 30k | 20 | 33.3% |
| | $30k – 50k | 9 | 15% |
| | $50k – 100k | 1 | 1.7% |

## Is the marketplace changing?

7. Compared to last year…

| Question #1 | Count | % |
|---|---|---|
| Most customers are spending about the same per visit | 24 | 40% |
| Most customers are spending less per visit | 19 | 32% |
| Most customers are spending more per visit | 17 | 28% |
| Questions #2 | | |
| My customers are generally the same people | 24 | 40% |
| About half of my customers are different | 24 | 40% |
| Most of my customers are different | 12 | 20% |

It is difficult to identify trends from this data. While overall business might still be below pre-pandemic levels, the customers continue to change over time and spending per customer has remained fairly constant.

**Conclusions**

While it is impossible to know how many businesses would have perished this year were it not for the grant, it clearly had a significant effect on the recipients. The vast majority (85%) said it absolutely made a critical difference to them.

In situations where there was unpaid rent, this was the most common use for the funds with 27% of the respondents still dealing with residual unpaid rent now.

Fortunately, 82% of the respondents feel their business is doing better than last year which is a hopeful sign. What's even more encouraging is that 97% expect to stay in business for at least another year if not more.

# Economic Development Report to Council

January 12, 2023

Anne Stedler, Economic Development Manager

Michael Cohen, Owner, Spectrum Small Business Services

# Three Big Ideas

**1**

Strong Bay Area Economy

Industry

**2**

Grants

County & State

Small Business

**3**

Build Capacity & Resiliency

All



# Strategic & Tactical Functions

1

Create & Capture Opportunities

2

Stay Proactive & Leverage Industry Forces

3

Build Relationships & Synergies

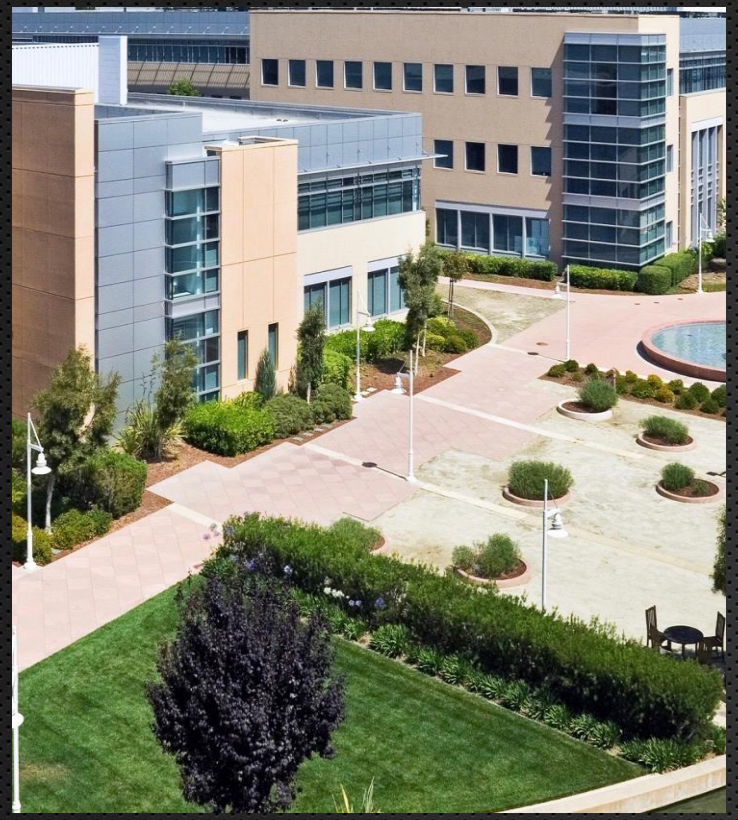


# Strategic & Tactical Functions

1. Compete: Development & Building Permits
2. Facilitate Hotel Recovery
3. Address Retail Vacancies
4. Small Business Support
5. Chamber Agreement

# Silicon Valley Expands to Newark

# Industrial Inventory



## Building Area & Vacancy Rate - Year End

**2021**

9.1 Million
3.2%

**2022**

9.1 Million
1.8%



**Strong Performance**

# Silicon Valley Expands to Newark

## Industrial Inventory



**2022 Gains**

### Completed New Buildings

1M sf

Approved 2018

Fully Leased 2022

160,000 sf

Lucid Motors



### Proposed Building

300,000 sf

Prologis Applied

Central Ave

# Hotel Recovery- 2023



## Newark Hotels

Competitive in Market

Occupancy & Room Rates Lag

## Goal

December Met with Leadership

Hotel Work Plan



Increase Business Travel



Restore Hotel Revenue & TOT

# Retail Vacancies - 2023

## Concerns → Solutions

### Concerns

- Long-time Vacancies
- Public Requests
- Economy

### Retail Properties are Assets

- Amenity
- Identity
- Taxes

### Legal Research Done

- Options
- Constraints & Costs

### Work Plan 2023

- Recruitment
- Solutions

# Chamber "Re-Start" - 2023

NEWARK CHAMBER OF COMMERCE

City: $280,000

District 2: $75,500

ARPA

## Servant Leader Concept

| Chamber Relevancy | Stakeholder Interview Reports | CEO Search Underway |
| --- | --- | --- |
| Economic Development | Identify Business Concerns | Selection First Quarter 2023 |

# Small Businesses

## Major Risks 2021 - 2022




Fear of Business Failure




Unmanageable Debt



Need for Cash




Ineffective Marketing

# Small Businesses, 2022 Results

## Major Risks Reduced




**Expect to Stay in Business**

| | |
|---|---|
| % Merchants | 100% |




**Reduced Debt**

| | Before | After |
|---|---|---|
| # Merchants | 41 | 16 |
| Debt $ | $1.3 M | $.5 M |

# Small Businesses Grants, 2022




## More One-Time Grants

**Alameda County**
Recovery Grant

$10,000 & $5,000 Lottery

**Alameda County District 2**
ARPA Cash Grant

$5,000

**State of California**

Micro Business Grant

$2,500

# Small Businesses, 2022 Grants

## County & State Grants – Merchants Reponses

*"This money will be the down payment for an ice cream bar machine, and I'll make my "paletas" in-store instead of brining them from my San Jose store. That'll employee one or two more people in Newark."*

*"$10,000 will help me pay off more back rent.*

*Thank you so much!"*



# Small Businesses, 2022 Results

## Workshops

Digital Marketing

Yelp

Google

Financial Resiliency

Strengthen

Grow

## Homework Sessions










# Small Business Marketing, 2022 Results

## Merchant Responses

*"The student volunteer helping me is good. Now I know how to post, and how to talk about my business on the web."*

*"I never understood the internet. My son makes Amazon orders for me because I can't. But now, I can post my own photos and messages on Yelp!"*

*"A new customer came in today because she saw my Yelp page! My marketing is working!"*

# Small Businesses 2023 Risks

## CURRENT MARKET THREATS

**1**

Profits

Below Pre-Pandemic Levels

**2**

Costs increases

Food Supplies

**3**

Employee shortage

Higher costs




Monitor, Advising, Workshops

NEWARK
california

# Economic Development Report to Council



## Q & A
## Comments

Anne Stedler, Economic Development Manager
Michael Cohen, Spectrum Small Business Services