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, May 11, 2023
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Introduction of employee(s)

2. Proclamation designating May 14-20, 2023, as Police Week

3. Proclamation designating May 21-27 2023, as Public Works Week

4. Proclaiming May 2023 as Building Safety Month

5. Proclamation designating May 21 to 27, 2023, as Emergency Medical Services Week

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 April 27, 2023 minutes

3. Approval of the plans and specifications and adopt a resolution accepting the bid and awarding the contract for the Total Bid to Sposeto Engineering Inc. for Safe Routes to Schools Improvements, Project 1280; Exempt from CEQA review per CEQA Guidelines Section 15301

4. Approval of the plans and specifications and adopt a resolution accepting the bid and awarding the contract for the Base Bid and Additive Alternate Bids No. 1, No. 2, No. 3, and No. 4 to G. Bortolotto & Co., Inc. for FY 2022-2023 Asphalt Concrete Street Overlay Program, Project No. 1300 and amending the 2022-2024 Biennial Budget; Exempt from CEQA review per CEQA Guidelines Section 15301

5. Adopt a resolution approving an amendment to the Contractural Services Agreement with Bureau Veritas North America Inc. for additional Building Inspection Division Plan Review and Miscellaneous Support Services

6. Adopt a resolution approving a contractual service agreement with Mike Yorks Investigations and amending the 2022-2024 Biennial Budget.

7. Introduction of an ordinance amending Chapter 15.04, General Provisions, and Chapter 15.44, Green Building and Construction and Waste Debris Recycling, of the Newark Municipal Code to align with State requirements

E. PUBLIC HEARINGS

1. Canceled Public Hearing to consider approval of P2021-002, including an Ordinance establishing a Planned Development Overlay District, entitlements for Design Review, a Minor Use Permit, and a Vesting Tentative Map, and adoption of a Mitigated Negative Declaration supported by an Initial Study in accordance with the California Environmental Quality Act for a 118-unit residential development located at 38288-38594 Cedar Boulevard

2. Public Hearing and Introduce an Ordinance Approving and Re-Adopting a Military Equipment Use Policy as Stated in Chapter 2.50, “Military Equipment Use Policy” of the Newark Municipal Code in Compliance with Assembly Bill 481

F. OTHER BUSINESS

1. Presentation by Police Chief Gina Anderson on crime statistics in the City of Newark

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

MEETING INFORMATION

Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube or Cable Channel 26. If you attend the meeting in person, a face covering is recommended but not required.

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/83770694243

From a telephone dial 1- 669-900-9128, Webinar ID Number 837 7069 4243

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	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employee(s)

Victor Wang, Crime Analyst and Carlos Torres, Police Officer will be introduced at the City Council meeting.

STAFF REPORT

Item B. 2.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclamation designating May 14-20, 2023, as Police Week

May 14-20, 2023 has been designated National Police Week in Newark. Police Chief Anderson will be at the meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1894

NATIONAL POLICE WEEK

WHEREAS, Congress and the President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the Newark Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Newark; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people of the community by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the City of Newark Police Department unceasingly provide a vital public service;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim May 14 – 20, 2023, as

NATIONAL POLICE WEEK

in the City of Newark in honor of the law enforcement officers, past and present, who have rendered a dedicated service to the community, and do further proclaim May 15, 2023, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 3.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclamation designating May 21-27 2023, as Public Works Week

May 21-27 has been designated Public Works Week in Newark. A member of the Public Works Department will be at the meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1893

NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, parks and landscape, and equipment maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim the week of May 21-27, 2023, as

NATIONAL PUBLIC WORKS WEEK

in the City of Newark, and I call upon the community to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark to be affixed this Eleventh Day of May Two Thousand Twenty-three.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 4.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Matthew Farrell, Chief Building Official
SUBJECT	Proclaiming May 2023 as Building Safety Month

The month of May 2023 has been designated Building Safety Month in Newark. A member of the Building Division will be at the meeting to accept the proclamation.

Attachments

Proclamation No. 1892

PROCLAMATION NO. 1892

BUILDING SAFETY MONTH

WHEREAS, the City of Newark is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of the buildings that make up our community is achieved through the implementation of modern building codes and the dedication of building safety and fire prevention officials, architects, engineers, builders and others in the construction industry who work year-round to ensure the safe construction of buildings; and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' local code officials, who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and

WHEREAS, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2023, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, do hereby proclaim the month of May 2023 as

BUILDING SAFETY MONTH

in Newark and urge all Newark residents to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark to be affixed this Eleventh Day of May, Two Thousand Twenty-three.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 5.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclamation designating May 21 to 27, 2023, as Emergency Medical Services Week

May 21 to 27, 2023, has been designated National Emergency Medical Services Week in Newark. A member of the Alameda County Fire Department will be at the meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1895

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services are vital public services; and

WHEREAS, the members of the Alameda County Fire Department are dedicated to providing exceptional, lifesaving care to those in need twenty-four hours a day, seven days a week; and

WHEREAS, emergency medical services providers are dedicated to saving lives and limiting suffering, often under challenging circumstances, which often require personal sacrifice and risk; and

WHEREAS, immediate access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services teams engage in specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, our community benefits on a daily basis from the knowledge and skills of these highly trained individuals;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim May 21-27, 2023, as

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

and thank all emergency personnel for their dedication and professionalism.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item D. 1.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Approval of Audited Demands

Attachments

Audited Demands

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 04/20/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	04/20/2023	8177 Accounts Payable	4LEAF INC		9,801.00
	Invoice	Date	Description		Amount
	J1118A54-1	12/22/2022	TEMPORARY PROFESSIONAL CODE ENFORCEMENT SVCS 11/01-11/30/22		9,801.00
Check	04/20/2023	8178 Accounts Payable	ACCESS		100.00
	Invoice	Date	Description		Amount
	10177263	03/31/2023	SHREDDING SVCS MARCH 2023		100.00
Check	04/20/2023	8179 Accounts Payable	AIRGAS USA, LLC		93.72
	Invoice	Date	Description		Amount
	9996291109	03/31/2023	CYL ACETYLENE RENTAL 03/31/23		93.72
Check	04/20/2023	8180 Accounts Payable	APPLIED AIR FILTERS		246.97
	Invoice	Date	Description		Amount
	46612	03/30/2023	PD AIR FILTERS		246.97
Check	04/20/2023	8181 Accounts Payable	APPLIED SURVEY RESEARCH		10,000.00
	Invoice	Date	Description		Amount
	2023-60	08/26/2022	NEWARK 2022 HOMELESS CENSUS AND SURVEY		10,000.00
Check	04/20/2023	8182 Accounts Payable	AT&T		188.99
	Invoice	Date	Description		Amount
	2300-040123	04/01/2023	CAPTION LISTING 4/1-4/31/2023		188.99
Check	04/20/2023	8183 Accounts Payable	BAY CENTRAL PRINTING		3,400.03
	Invoice	Date	Description		Amount
	194972	03/30/2023	PRINT SPRING EDITION OF NEWARK NEWS		3,400.03
Check	04/20/2023	8184 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		280.00
	Invoice	Date	Description		Amount
	326367	03/13/2023	LAB TESTS 03/13/2023		40.00
	326722	03/30/2023	LAB TESTS 03/30/2023		40.00
	326723	03/30/2023	LAB TESTS 03/30/2023		40.00
	326724	03/30/2023	LAB TESTS 03/30/2023		160.00
Check	04/20/2023	8185 Accounts Payable	CITY OF UNION CITY		14,022.34
	Invoice	Date	Description		Amount
	2023-0070	08/01/2022	50% OF EMERGENCY SERVICES COORDINATORY SALARY AUGUST 2022		7,011.17

	2023-0071		08/01/2022	50% OF EMERGENCY SERVICES COORDINATORY SALARY SEPTEMBER 2022	7,011.17
Check	04/20/2023	8186 Accounts Payable		CRIME SCENE CLEANERS INC	108.00
	Invoice		Date	Description	Amount
	86656		03/25/2023	HAZARDOUS WASTE CLEAN UP 03/25/2023	108.00
Check	04/20/2023	8187 Accounts Payable		DAILY JOURNAL CORPORATION	482.50
	Invoice		Date	Description	Amount
	B3683183		04/04/2023	LEGAL ADVERTISING - PROJECT 1300	482.50
Check	04/20/2023	8188 Accounts Payable		DALE HARDWARE	1,720.27
	Invoice		Date	Description	Amount
	MAR' 23		03/25/2023	DALE SUPPLIES 03/25/2023	472.36
	FEB' 23		02/25/2023	DALE SUPPLIES 02/25/2023	1,247.91
Check	04/20/2023	8189 Accounts Payable		DEPARTMENT OF JUSTICE	1,034.00
	Invoice		Date	Description	Amount
	646772		04/05/2023	FINGERPRINTING FEES-03/2023	1,034.00
Check	04/20/2023	8190 Accounts Payable		DOCUSIGN, INC	8,363.18
	Invoice		Date	Description	Amount
	111100105126		03/28/2023	ESIGNATURE SOFTWARE	8,363.18
Check	04/20/2023	8191 Accounts Payable		EAST BAY REFRIGERATION	603.58
	Invoice		Date	Description	Amount
	23835		03/31/2023	REFRIGRATOR MAINTENANCE 03/31/23	603.58
Check	04/20/2023	8192 Accounts Payable		EKC ENTERPRISES, INC	640.00
	Invoice		Date	Description	Amount
	46684		04/13/2023	CAD DRAWINGS	640.00
Check	04/20/2023	8193 Accounts Payable		ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	10,000.00
	Invoice		Date	Description	Amount
	94460161		03/30/2023	GIS ENTERPRISE LICENSING YEAR 1 OF 3	10,000.00
Check	04/20/2023	8194 Accounts Payable		EPLUS TECHNOLOGY, INC.	48,679.73
	Invoice		Date	Description	Amount
	V2689931		03/31/2023	AD SCANING SECURITY	48,679.73
Check	04/20/2023	8195 Accounts Payable		FOLGERGRAPHICS, INC	4,911.60
	Invoice		Date	Description	Amount
	135416		03/29/2023	MINI PRINTED REC GUIDE FOR SUMMER 2023	2,200.60
	135453		03/31/2023	2023 SUMMER ACTIVITIES POSTCARD	2,711.00
Check	04/20/2023	8196 Accounts Payable		FRANCISCO & ASSOCIATES INC	31,482.50
	Invoice		Date	Description	Amount
	3720		02/27/2023	PROFESSIONAL SERVICES, PROJECT 1238	5,402.50
	3705		12/31/2022	PROFESSIONAL SERVICES, PROJECT 1238 (07/01/22-12/31/22)	26,080.00
Check	04/20/2023	8197 Accounts Payable		FREMONT FORD	1,808.32
	Invoice		Date	Description	Amount
	212125		04/12/2023	FREMONT PARTS-DEFLECTOR, PIN, ASSY ETC	335.51

	417713		04/11/2023	SERVICE ON VEH 1901-VEH INSPECTION 03/27/23	255.00
	417334		04/11/2023	SERVICE ON VEH 161-VEH INSPECTION 03/16/23	1,217.81
Check	04/20/2023	8198 Accounts Payable		GEOCON CONSULTANTS, INC.	5,665.00
	Invoice		Date	Description	Amount
	223020397		03/14/2023	GEO-TECH CONSULTING SERVICES - HARBOR LIGHT (THROUGH 02/19/23)	5,665.00
Check	04/20/2023	8199 Accounts Payable		HDL SOFTWARE, LLC	2,000.00
	Invoice		Date	Description	Amount
	SIN026967		03/30/2023	UUT SUPPORT & INDUSTRY MONITORING - MARCH 2023	2,000.00
Check	04/20/2023	8200 Accounts Payable		ALONZO MADRID	18,723.75
	Invoice		Date	Description	Amount
	2313031-2		03/31/2023	SERVICE CONTRACT	18,723.75
Check	04/20/2023	8201 Accounts Payable		JOCELYN E. ROLAND	475.00
	Invoice		Date	Description	Amount
	21542		04/14/2023	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING	475.00
Check	04/20/2023	8202 Accounts Payable		NAPA AUTO PARTS	9,999.99
	Invoice		Date	Description	Amount
	940405		01/31/2023	TIRE MACHINE PURCHASE	9,999.99
Check	04/20/2023	8203 Accounts Payable		KNORR SYSTEMS INTERNATIONAL	778.00
	Invoice		Date	Description	Amount
	196595		03/31/2023	CONTROLLER PROGRAMMING TROUBLESHOOT	778.00
Check	04/20/2023	8204 Accounts Payable		LANCE, SOLL & LUNGHARD LLP	2,935.00
	Invoice		Date	Description	Amount
	56034		03/31/2023	AUDITING SERVICES - 2022 SINGLE AUDIT FINAL BILLING	2,935.00
Check	04/20/2023	8205 Accounts Payable		LANGUAGE LINE SERVICES	191.99
	Invoice		Date	Description	Amount
	10967576		03/31/2023	INTERPRETATION SVCS MARCH 2023	191.99
Check	04/20/2023	8206 Accounts Payable		LEE DISPLAY WEST INC	17,457.07
	Invoice		Date	Description	Amount
	3138		12/09/2022	HOLIDAY TREE LIGHTING AND DISPLAY	17,457.07
Check	04/20/2023	8207 Accounts Payable		LEXISNEXIS RISK DATA MANAGEMENT INC.	424.20
	Invoice		Date	Description	Amount
	1415640-20230331		03/31/2023	BACKGROUND CHECKS MARCH 2023	424.20
Check	04/20/2023	8208 Accounts Payable		LINCOLN AQUATICS	1,281.06
	Invoice		Date	Description	Amount
	SL040403		03/16/2023	POOL CHEMICALS	860.85
	NV151035		03/17/2023	POOL CHEMICALS	116.29
	46555579		03/17/2023	POOL CHEMICALS	303.92
Check	04/20/2023	8209 Accounts Payable		MEYERS NAVE, A PROFESSIONAL CORPORATION	9,979.50
	Invoice		Date	Description	Amount

	202872	02/17/2023	LEGAL SVCS - FMC WILLOW - SERVICES THRU 1/31/23	185.00
	202873	02/17/2023	LEGAL SVCS - FOR MOWRY VILLAGE PROJECT - THROUGH 1/31/23	252.50
	203436	03/27/2023	LEGAL SVCS - FOR TIMBER ST PROJECT - SVCS THRU 2/28/23	462.50
	202871	02/17/2023	LEGAL SVCS FOR NEWPARK MALL REDEVELOPMENT - THRU 1/31/23	101.00
	202874	02/17/2023	LEGAL SERVICES - CARGILL FRANCHISE AGREEMENT - 1/31/23	151.50
	197932	09/16/2022	LEGAL SERVICES - CARGILL FRANCHISE AGREEMENT - 8/31/22	665.00
	203435	03/27/2023	LEGAL SVCS FOR NEWPARK MALL REDEVELOPMENT - THRU 2/28/23	303.00
	203444	03/27/2023	LEGAL SERVICES FOR THE LEPAKSHI PROJECT - THRU 2/28/23	689.00
	202870	02/17/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 1/31/23	1,111.00
	203434	03/27/2023	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 2/28/23	6,059.00
Check	04/20/2023	8210 Accounts Payable	PACIFIC GAS & ELECTRIC	79,106.65
	Invoice	Date	Description	Amount
	7578-041023	04/10/2023	CITYWIDE ELECTRICAL 4/10/23	76,148.51
	0870-040623	04/06/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/02-03/30/23	75.78
	1859-040523	04/05/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/01-03/29/23	2,341.80
	3926-040523	04/05/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/01-03/29/23	108.14
	2305-040323	04/03/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/27-03/27/23	116.86
	9045-040323	04/03/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/25-03/27/23	236.21
	0552-040423	04/04/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/28-03/28/23	79.35
Check	04/20/2023	8211 Accounts Payable	PREFERRED ALLIANCE INC	130.00
	Invoice	Date	Description	Amount
	0185889-IN	02/28/2023	RANDOM & NON RANDOM DRUG TESTING ANNUAL FEE	130.00
Check	04/20/2023	8212 Accounts Payable	PRO-WEST & ASSOCIATES, INC.	20,900.00
	Invoice	Date	Description	Amount
	007262	04/04/2023	SETUP & TRAINING GIS SYSTEM - 3/29/23- 3/29/24	20,900.00
Check	04/20/2023	8213 Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.	17,400.00
	Invoice	Date	Description	Amount
	INV0051513	03/31/2023	REDLIGHT CAMERA MONITORING MARCH 2023	17,400.00
Check	04/20/2023	8214 Accounts Payable	REYES COCA-COLA BOTTLING LLC.	1,482.73
	Invoice	Date	Description	Amount
	11581214337	04/10/2023	CAFE AND BIRTHDAY PARTY BEVERAGES	1,010.33
	11580213128	04/07/2023	CAFE AND BIRTHDAY PARTY BEVERAGES	472.40
Check	04/20/2023	8215 Accounts Payable	RUTAN & TUCKER, LLP	1,995.00
	Invoice	Date	Description	Amount
	951203	02/07/2023	AREA 4 CEQA	840.00
	955591	03/24/2023	AREA 4 CEQA	1,155.00
Check	04/20/2023	8216 Accounts Payable	ARIEL SAN PEDRO	77.87
	Invoice	Date	Description	Amount
	022123 EXP	04/17/2023	TACTICAL FIRST AID-DUBLIN	15.52
	0306-0307 EXP	04/17/2023	BEHAVIORAL THREAT ANALYSIS-PLEASANTON	52.66
	030923 EXP	04/17/2023	SRO-DE-ESCALATION/INTERVENTION - FREMONT	9.69
Check	04/20/2023	8217 Accounts Payable	SIEMENS INDUSTRY, INC.	13,140.00
	Invoice	Date	Description	Amount

	5330713069	01/15/2023	LIBRARY FIRE SAFETY 01/15/2023-01/14/2024	5,292.00
	5330713080	01/15/2023	PD FIRE SAFETY 01/15/8023-01/14/2024	4,404.00
	5330713068	01/15/2023	CITY HALL FIRE SAFETY 01/15/2023-01/14/2024	3,444.00
Check	04/20/2023	8218 Accounts Payable	ANNE STEDLER	73.56
	Invoice	Date	Description	Amount
	03212023EXP	03/21/2023	REFRESHMENTS FOR THE PEP WORKSHOP	73.56
Check	04/20/2023	8219 Accounts Payable	SYSERCO, INC	17,478.75
	Invoice	Date	Description	Amount
	28803	03/31/2023	SILLIMAN COMPASS MIGRATION	8,303.00
	12177	04/01/2023	SERVICE AT PD, CH, LIB AND SILL. QUARTERLY BILLING 04/23-06/23	9,175.75
Check	04/20/2023	8220 Accounts Payable	TEMPERATURE TECHNOLOGY INC.	7,687.38
	Invoice	Date	Description	Amount
	I2310	02/08/2023	SILLIMAN HVAC SERVICE 2/7/23	1,582.31
	I2309	02/08/2023	SILLIMAN HVAC SERVICE 2/6/23	2,350.00
	I2159	11/17/2022	SILLIMAN HVAC SERVICE 11/17/22	2,017.08
	I2324	02/16/2023	PD HVAC SERVICE 2/16/23	1,095.96
	I2391	03/23/2023	FIRE STATION #2 HVAC SERVICE 3/23/23	642.03
Check	04/20/2023	8221 Accounts Payable	THIRD DEGREE COMMUNICATIONS, INC.	275.00
	Invoice	Date	Description	Amount
	12378	04/06/2023	OFFICER INVOLVED INCIDENT INVESTIGATION-ANDREW MUSANTRY	275.00
Check	04/20/2023	8222 Accounts Payable	TROYER'S DOOR CONTROL, INC	740.00
	Invoice	Date	Description	Amount
	A15416	12/02/2022	CITY HALL DOOR REPAIR 12/2/22	370.00
	A15427	12/09/2022	CITY HALL DOOR REPAIR 12/9/22	370.00
Check	04/20/2023	8223 Accounts Payable	TURBO DATA SYSTEMS, INC	700.00
	Invoice	Date	Description	Amount
	39870	03/31/2023	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES	700.00
Check	04/20/2023	8224 Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO	326.48
	Invoice	Date	Description	Amount
	IV45805	03/29/2023	MOWER KIT	326.48
Check	04/20/2023	8225 Accounts Payable	UNION SANITARY DISTRICT	466.01
	Invoice	Date	Description	Amount
	002944	02/06/2023	TELEVISE STORM DRAIN LINE ON CEDAR 1/4/23	466.01
Check	04/20/2023	8226 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	44,840.88
	Invoice	Date	Description	Amount
	513059	03/31/2023	JANITORIAL SERVICES - FS 27 MAR 2023	896.00
	513061	03/31/2023	JANITORIAL SERVICES - FS 29 MAR 2023	690.00
	513060	03/31/2023	JANITORIAL SERVICES - FS 28 MAR 2023	1,280.00
	513062	03/31/2023	JANITORIAL SERVICES - CC MARCH 2023	86.88
	512253	03/31/2023	JANITORIAL SERVICES - LIBRARY MARCH 2023	4,965.00
	2023-0301	03/31/2023	JANITORIAL SERVICES - CITYWIDE MARCH 2023	36,923.00
Check	04/20/2023	8227 Accounts Payable	WEISSMAN'S DESIGNS FOR DANCE	1,190.11

	Invoice		Date	Description	Amount
	234297841		03/08/2023	DANCE COSTUMES	1,190.11
Check	04/20/2023	8228 Accounts Payable		WEST COAST ARBORISTS INC	14,588.88
	Invoice		Date	Description	Amount
	197966		03/15/2023	STREET TREE MAINTENANCE 3/1/23-3/15/23	1,701.08
	196995		02/28/2023	STREET TREE MAINTENANCE 2/16/23-2/28/23	5,538.40
	198574		03/31/2023	STREET TREE MAINTENANCE 3/16/23-3/31/23	7,349.40
Check	04/20/2023	8229 Accounts Payable		WEX BANK	2,320.50
	Invoice		Date	Description	Amount
	88398838		04/06/2023	CHEVRON CC 04/06/23	2,320.50
Check	04/20/2023	8230 Accounts Payable		WANG , ANDREW	53.00
	Invoice		Date	Description	Amount
	673060		04/14/2023	CREDIT FOR CLASS COULDN'T BE APPLIED BECAUSE CLASS WAS FULL	53.00

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 54 $442,850.09

Checks: 54 $442,850.09

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 04/27/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	04/27/2023	8231 Accounts Payable	4LEAF INC		17,600.00
	Invoice	Date	Description		Amount
	J3962S	04/19/2023	TEMPORARY PROFESSIONAL PLANNING SERVICES - 3/1/23-3/31/23		17,600.00
Check	04/27/2023	8232 Accounts Payable	ABACUS PRODUCTS INC		904.56
	Invoice	Date	Description		Amount
	B71309	04/07/2023	EVIDENCE ENVELOPES		904.56
Check	04/27/2023	8233 Accounts Payable	ABC FIRE PROTECTION, INC.		833.95
	Invoice	Date	Description		Amount
	62320	04/04/2023	FIRE SUPPRESSION SERVICE AT SHELTER		425.28
	62319	04/04/2023	FIRE EXTINGUISER MAINTENANCE 4/04/23		408.67
Check	04/27/2023	8234 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		48,528.98
	Invoice	Date	Description		Amount
	2022-23-263	03/14/2023	ALCO FIRE TRUCK REPAIR-243N AND 252 3/14/23		48,528.98
Check	04/27/2023	8235 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		7,556.12
	Invoice	Date	Description		Amount
	84672	04/05/2023	SCHOOL CROSSING GUARD SVCS 0319-040123		7,556.12
Check	04/27/2023	8236 Accounts Payable	ALPINE AWARDS INC		1,095.13
	Invoice	Date	Description		Amount
	6102341	04/04/2023	REC DEPT STAFF SHIRTS/BADGES		1,095.13
Check	04/27/2023	8237 Accounts Payable	GUSTAVO ARROYO		115.67
	Invoice	Date	Description		Amount
	0320-032223 EXP	04/18/2023	TEAM BUILDING WORKSHOP - 3/20-3/22/2023		115.67
Check	04/27/2023	8238 Accounts Payable	BAY AREA PL SERVICES		900.00
	Invoice	Date	Description		Amount
	11720	11/23/2022	PHLEOBOTOMIST 10/22-10/23/23		675.00
	12012	12/31/2022	PHLEOBOTOMIST 12/21/2022		225.00
Check	04/27/2023	8239 Accounts Payable	BAY CENTRAL PRINTING		118.54
	Invoice	Date	Description		Amount
	195232	04/18/2023	VOLTS GRAPHICS AND TYPESETTING		118.54
Check	04/27/2023	8240 Accounts Payable	LUZ BORJA		91.96

	Invoice	Date	Description	Amount
	0327-032923EXP	04/18/2023	TACTICAL DISPATCHER COURSE-CAMPBELL	91.96
Check	04/27/2023	8241 Accounts Payable	KAY CARZOLI - CONCORD PD	250.00
	Invoice	Date	Description	Amount
	031423HUNTLEY	04/19/2023	CLEARS MEMBERSHIP 2023-MARISA HUNTLEY	75.00
	030923BECK	04/19/2023	CLEARS MEMBERSHIP 2023-JEREMY BECK	75.00
	030923WARE	04/19/2023	CLEARS CONF REG FEES-TREVOR WARE	50.00
	030923WALKER	04/19/2023	CLEARS MEMBERSHIP 2023-WENDY WALKER	50.00
Check	04/27/2023	8242 Accounts Payable	CARBONIC SERVICE	471.15
	Invoice	Date	Description	Amount
	497020	04/07/2023	POOL CHEMICALS	471.15
Check	04/27/2023	8243 Accounts Payable	APRO LLC	15.00
	Invoice	Date	Description	Amount
	030123-033123	03/31/2023	CAR WASH 03/01-03/31/23	15.00
Check	04/27/2023	8244 Accounts Payable	CHEVROLET OF FREMONT	1,000.03
	Invoice	Date	Description	Amount
	135793	03/27/2023	CHEVROLET PARTS - ROTOR AND PAD KIT	1,000.03
Check	04/27/2023	8245 Accounts Payable	CITY OF FREMONT	13,861.00
	Invoice	Date	Description	Amount
	328521	04/04/2023	SHELTER OPERATING EXP APRIL 2023	13,861.00
Check	04/27/2023	8246 Accounts Payable	ALAMEDA COUNTY ASSESSOR'S OFFICE	18.00
	Invoice	Date	Description	Amount
	1639	12/15/2022	ASSESSOR MAP UPDATES - 12/2022	18.00
Check	04/27/2023	8247 Accounts Payable	ALAMEDA COUNTY PUBLIC HEALTH LAB	126.00
	Invoice	Date	Description	Amount
	3230012	03/31/2023	ANIMAL RABBIES EXAM	126.00
Check	04/27/2023	8248 Accounts Payable	DAILY JOURNAL CORPORATION	115.00
	Invoice	Date	Description	Amount
	B3693838	04/25/2023	PH RESIDENTIAL DEVELOPMENT PROJECT 05/11/23	115.00
Check	04/27/2023	8249 Accounts Payable	LAURA DASILVA	932.46
	Invoice	Date	Description	Amount
	0228-03023EXP	04/18/2023	PROPERTY & EVIDENCE MANAGEMENT-CHICO	932.46
Check	04/27/2023	8250 Accounts Payable	DIVISION OF THE STATE ARCHITECT	499.60
	Invoice	Date	Description	Amount
	0101-033123	04/27/2023	CA STATE CASP FEES (AB1379)	499.60
Check	04/27/2023	8251 Accounts Payable	ALHAMBRA	453.38
	Invoice	Date	Description	Amount
	15734365041323	04/13/2023	WATER SERVICE - 3/14-4/11/23	453.38
Check	04/27/2023	8252 Accounts Payable	ECS IMAGING, INC.	4,200.00
	Invoice	Date	Description	Amount

	17685		04/03/2023	ADDITIONAL LASERFICHE LICENSES	4,200.00
Check	04/27/2023	8253 Accounts Payable		FLYERS ENERGY LLC	2,429.28
	Invoice		Date	Description	Amount
	23-808692		04/24/2023	LUBRICANTS	2,429.28
Check	04/27/2023	8254 Accounts Payable		FREMONT FORD	1,889.14
	Invoice		Date	Description	Amount
	211254		04/05/2023	FLEET PARTS AND SUPPLIES-COVER ASY	682.71
	418522		04/18/2023	2004 FORD SUPER DUTY MAINTENANCE 4/18/23	1,206.43
Check	04/27/2023	8255 Accounts Payable		GACHINA LANDSCAPE MANAGEMENT, INC.	21,007.40
	Invoice		Date	Description	Amount
	E 206857B		03/01/2023	CH, LIB, PD MAINTENANCE CONTRACT MARCH 2023	3,500.00
	E 206857A		03/01/2023	MAINTENANCE CONTRACT MARCH 2023	17,507.40
Check	04/27/2023	8256 Accounts Payable		GRAINGER	390.58
	Invoice		Date	Description	Amount
	9646171232		03/20/2023	FS SUPPLIES-SHOWER CURTAIN AND HOOKS	39.58
	9649509313		03/22/2023	PD, SILLIMAN AND BLDG DRAINAGE RUNNER, GOOSENECK, SAFETY GLASSES	351.00
Check	04/27/2023	8257 Accounts Payable		JESSICA GURULE	24.89
	Invoice		Date	Description	Amount
	04062023EXP		04/25/2023	EXPENSE REIMBERSEMENT FOR CONFERENCE UBER RIDE	24.89
Check	04/27/2023	8258 Accounts Payable		ANTHONY HECKMAN	115.67
	Invoice		Date	Description	Amount
	0320-032223 EXP		04/18/2023	TEAM BUILDING WORKSHOP - 3/20-3/22/2023	115.67
Check	04/27/2023	8259 Accounts Payable		DAVID HIGBEE	115.67
	Invoice		Date	Description	Amount
	0320-032223 EXP		04/18/2023	TEAM BUILDING WORKSHOP - 3/20-3/22/2023	115.67
Check	04/27/2023	8260 Accounts Payable		YAMA HOMAYOUN	517.57
	Invoice		Date	Description	Amount
	0313-031523EXP		04/18/2023	SLI SESSION 5-RANCHO MURIETA	517.57
Check	04/27/2023	8261 Accounts Payable		THE MEJORANDO GROUP	12,940.80
	Invoice		Date	Description	Amount
	18-2023		03/27/2023	TEAM BUILDING WORKSHOP - 3/21-3/22/2023	12,940.80
Check	04/27/2023	8262 Accounts Payable		KRYSTEN LEE	1,332.12
	Invoice		Date	Description	Amount
	032923EXP		03/29/2023	EXPENSE REIMBURSEMENT - VARIOUS	1,332.12
Check	04/27/2023	8263 Accounts Payable		LINCOLN AQUATICS	720.21
	Invoice		Date	Description	Amount
	D8808572		03/07/2023	POOL CHEMICALS	720.21
Check	04/27/2023	8264 Accounts Payable		LYNX TECHNOLOGIES INC	375.00
	Invoice		Date	Description	Amount
	9849		04/05/2023	GIS PROFESSIONAL SERVICES MARCH 2023	375.00

Check	04/27/2023	8265 Accounts Payable	MANERI SIGN CO INC.	41,017.99
	Invoice	Date	Description	Amount
	40013564	02/17/2023	CITYWIDE STREET SIGNS - PHASE II	41,017.99
Check	04/27/2023	8266 Accounts Payable	MANUEL FERNANDEZ CONSTRUCTION	2,915.10
	Invoice	Date	Description	Amount
	2020196	04/05/2023	CHILDCARE CEILING 4/5/23-4/7/23	2,915.10
Check	04/27/2023	8267 Accounts Payable	JEFF MAPES	459.61
	Invoice	Date	Description	Amount
	031323EXP	04/18/2023	CRITICAL INCIDENT LEADERSHIP-SANTA ROSA	296.78
	040823EXP	04/18/2023	835 LEGAL UPDATE CLASS NAPA	47.16
	0320-032223 EXP	04/18/2023	TEAM BUILDING WORKSHOP - 3/20-3/22/2023	115.67
Check	04/27/2023	8268 Accounts Payable	MNS ENGINEERS INC	20,772.46
	Invoice	Date	Description	Amount
	82910	04/19/2023	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 03/23	20,772.46
Check	04/27/2023	8269 Accounts Payable	PATRICIA MONTEJANO	88.08
	Invoice	Date	Description	Amount
	022723EXP	02/27/2023	STEEL TOE SNEAKERS AND BOOTS FOR WORK	88.08
Check	04/27/2023	8270 Accounts Payable	AVENU INSIGHTS & ANALYTICS	10,000.00
	Invoice	Date	Description	Amount
	INV06-016173	04/03/2023	UUT AUDIT & ANALYSIS JAN 2023-MAR 2023	10,000.00
Check	04/27/2023	8271 Accounts Payable	KIDZ LOVE SOCCER	9,174.60
	Invoice	Date	Description	Amount
	0120-031223	04/24/2023	SOCCER CLASSES FOR 01/20-03/12/23	9,174.60
Check	04/27/2023	8272 Accounts Payable	OMAR PACHECO	1,149.09
	Invoice	Date	Description	Amount
	0206-021123EXP	04/19/2023	CATO BASIC FIREARMS CLOVIS	1,149.09
Check	04/27/2023	8273 Accounts Payable	DAWN PAIGE	942.74
	Invoice	Date	Description	Amount
	0306-030823 EXP	04/18/2023	CALNENA 2023	942.74
Check	04/27/2023	8274 Accounts Payable	POOLED LIABILITY ASSURANCE NETWORK JPA	4,519.00
	Invoice	Date	Description	Amount
	PLAN-2023-0171	04/03/2023	GENERAL LIABILITY PREMIUM FY22-23-FEBRUARY 2023	4,519.00
Check	04/27/2023	8275 Accounts Payable	PREFERRED ALLIANCE INC	130.00
	Invoice	Date	Description	Amount
	0186364-IN	03/31/2023	RANDOM & NON RANDOM DRUG TESTING ANNUAL FEE	130.00
Check	04/27/2023	8276 Accounts Payable	HELEN QUE-GARCIA	172.04
	Invoice	Date	Description	Amount
	EXP032023	03/20/2023	CALGOVHR CONFERENCE 2023	172.04
Check	04/27/2023	8277 Accounts Payable	ROADRUNNER GLASS DOOR, INC	540.65

	Invoice	Date	Description	Amount
	11173	04/04/2023	SR CTR GLASS REPLACEMENT 4/7/23	540.65
Check	04/27/2023	8278 Accounts Payable	RUGGERI-JENSEN-AZAR	1,803.25
	Invoice	Date	Description	Amount
	89897	04/12/2023	CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SRVCS THROUGH 03/26/23	1,803.25
Check	04/27/2023	8279 Accounts Payable	SACRAMENTO SHERIFF'S TRAINING CENTER	664.00
	Invoice	Date	Description	Amount
	0628-063023COREY	04/20/2023	LL WEAPONS/DIVERSIONARY DEVICE INSTRUCTOR - SACRAMENTO	664.00
Check	04/27/2023	8280 Accounts Payable	SEDGWICK	3,440.00
	Invoice	Date	Description	Amount
	BRS-0020352	04/06/2023	REMOTE RISK CONTROL-FEBRUARY 2023	3,440.00
Check	04/27/2023	8281 Accounts Payable	S.B.R.P.S.T.C.	3,887.00
	Invoice	Date	Description	Amount
	223523	02/28/2023	BASIC POLICE ACADEMY 01/09/23-06/29/23-P BUN	3,887.00
Check	04/27/2023	8282 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	1,212.11
	Invoice	Date	Description	Amount
	184-1098624	04/03/2023	TIRE ROAD SERVICE 4/3/23	777.23
	184-1098648	04/05/2023	TIRE ROAD SERVICE 4/5/23	434.88
Check	04/27/2023	8283 Accounts Payable	THE RADAR SHOP INC	1,244.00
	Invoice	Date	Description	Amount
	14729	01/25/2023	ACCURACY CHECKS ON RADAR/LIDAR UNITS	1,244.00
Check	04/27/2023	8284 Accounts Payable	SANDRA TURCHAN	90.98
	Invoice	Date	Description	Amount
	0327-032923 EXP	04/18/2023	TACTICL DISPATCHER-CAMPBELL	90.98
Check	04/27/2023	8285 Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	19,688.95
	Invoice	Date	Description	Amount
	153107	04/20/2023	FLEET GASOLINE 4/20/23	19,688.95
Check	04/27/2023	8286 Accounts Payable	WASHINGTON HOSPITAL	125.00
	Invoice	Date	Description	Amount
	0323-NPD-LB	04/03/2023	LAB TESTS MARCH 2023	125.00
Check	04/27/2023	8287 Accounts Payable	CHRISTI WAYBRIGHT	957.16
	Invoice	Date	Description	Amount
	0307-031023 EXP	04/18/2023	CA SEXUAL ASSAULT CONF PISMO BEACH	957.16
Check	04/27/2023	8288 Accounts Payable	WILLIAM D. WHITE CO, INC.	427.50
	Invoice	Date	Description	Amount
	460068	04/04/2023	PD GATE REPAIR 03/30/23	427.50
Check	04/27/2023	8289 Accounts Payable	ORION SECURITY	16,100.60
	Invoice	Date	Description	Amount

	120129	01/21/2023	UNARMED, UNIFORMED SECURITY OFFICER 1/17/23 - 1/19/23		866.40
	120187	01/28/2023	UNARMED, UNIFORMED SECURITY OFFICER 1/23/23 - 1/27/23		1,444.00
	120384	02/04/2023	UNARMED, UNIFORMED SECURITY OFFICER 1/30/23 - 2/02/23		1,155.20
	120450	02/11/2023	UNARMED, UNIFORMED SECURITY OFFICER 2/06/23 - 2/10/23		1,371.80
	120517	02/18/2023	UNARMED, UNIFORMED SECURITY OFFICER 2/13/23 - 2/16/23		1,155.20
	120569	02/25/2023	UNARMED, UNIFORMED SECURITY OFFICER 2/21/23 - 2/24/23		1,155.20
	120766	03/04/2023	UNARMED, UNIFORMED SECURITY OFFICER 2/27/23 - 3/02/23		1,155.20
	120809	03/11/2023	UNARMED, UNIFORMED SECURITY OFFICER 3/06/23 - 03/10/23		1,444.00
	120869	03/18/2023	UNARMED, UNIFORMED SECURITY OFFICER 3/13/23 - 3/16/23		1,155.20
	120916	03/25/2023	UNARMED, UNIFORMED SECURITY OFFICER 3/20/23 - 3/24/23		1,444.00
	121134	04/01/2023	UNARMED, UNIFORMED SECURITY OFFICER 3/27/23 - 3/30/23		1,155.20
	121251	04/15/2023	UNARMED, UNIFORMED SECURITY OFFICER 4/10/23 - 4/13/2023		1,155.20
	121282	04/22/2023	UNARMED, UNIFORMED SECURITY OFFICER 4/17/23 - 4/21/23		1,444.00
Check	04/27/2023	8290 Accounts Payable	BETTENCOURT , SHIELA		280.00
	Invoice	Date	Description		Amount
	674468	04/25/2023	Refunds		280.00
Check	04/27/2023	8291 Accounts Payable	TRI-CITY VOLUNTEERS		500.00
	Invoice	Date	Description		Amount
	674359	04/25/2023	REFUND FOR COMM CTR RENTAL DEPOSIT		500.00
EFT	04/27/2023	549 Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846	4,376.75
	Invoice	Date	Description		Amount
	04122023-GENERAL	04/12/2023	CONSULTING & REFERRAL TO BUSINESS SUPPORT AGENCIES - 5TH AMEND		4,376.75
EFT	04/27/2023	550 Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802	53.75
	Invoice	Date	Description		Amount
	121993	04/19/2023	TOTAL PET PLAN - APRIL 2023		53.75
EFT	04/27/2023	551 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	23,551.29
	Invoice	Date	Description		Amount
	SF-8510-01275264	04/03/2023	FY 22/23 WORKERS COMPENSATION CLAIMS -03/02/23-03/31/23		23,551.29
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 64		$311,828.56

Checks:	61	$283,846.77
EFTs:	3	$27,981.79

STAFF REPORT

Item D. 2.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of April 27, 2023 minutes

Attachments

Minutes

CITY OF NEWARK
CITY COUNCIL
City Administration Building, City Council Chambers

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

Minutes
Thursday, April 27, 2023

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:04 p.m. Council Members Freitas, Jorgens, and Vice Mayor Collazo were present. Council Member Bucci was noted absent.

B. PRESENTATIONS

1. Proclaiming Water Safety Month

Mayor Hannon presented the proclamation to Recreation and Community Services Manager Cuevas. Mr. Cuevas encouraged people to take swim lessons at the Silliman Center.

2. Proclaiming April 2023 as Sikh Awareness and Appreciation Month

Mayor Hannon presented the proclamation to Harvinder Kang, members of the Sikh community, and Taran Singh via Zoom. Mr. Kang thanked the City Council and City Staff for the proclamation and its commitment to diversity and inclusivity. Mr. Singh thanked the Mayor for issuing the proclamation.

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.8, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 4 AYES, 1 ABSENT.

1. Approval of Audited Demands

2. April 13, 2023, meeting minutes

3. Adopt a resolution authorizing the City Manager to execute an agreement with *What's Happening's Tri-City Voice* for legal advertising services in Fiscal Year 2024
Resolution No. 11493
Contract No. 23022

4. Adopt a resolution authorizing the City Manager to execute a third amendment to the contractual services agreement with Abbe and Associates, LLC for Commercial Organics Collection Program Consulting Services and amend the 2022-2024 Biennial Budget and Capital Improvement Plan
Resolution No. 11494
Contract No.17004

5. Accept recommendation from the Community Development Advisory Committee for allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for Fiscal Year 2024
Motion Approved

6. Adopt resolutions confirming compliance with the Surplus Land Act and State Housing Laws and authorizing the filing of an Application for Funding Assigned to the Metropolitan Transportation Commission for Old Town Streetscape and Complete Streets Improvements, Project 1258, Committing any Necessary Matching Funds and Stating Assurance to Complete the Project
Resolution No. 11495 Confirming Compliance
Resolution No. 11496 Application Authorization

7. Adopt a resolution initiating the 2023 Weed Abatement Program and setting May 25, 2023, for a public hearing
Resolution No. 11497

8. Adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the

California Governor's Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies
Resolution No. 11498

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Resolution Initiating Proceedings for the Levy and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 for Fiscal Year 2024
Resolution No. 11499

Vice Mayor Collazo announced that she would recuse due to property ownership in Landscaping and Lighting District Nos. 10 and 11.

City Manager Benoun announced that he would recuse due to property ownership in Landscaping and Lighting District No. 11.

Vice Mayor Collazo and City Manager Benoun exited the City Council Chambers.

Public Works Director Fajeau gave the staff report recommending approval.

No one from the public requested to speak.

Council Member Freitas moved, Council Member Jorgens seconded to adopt a resolution initiating proceedings for the levy and collection of assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 (pursuant to the landscaping and lighting act of 1972). The motion passed, 3 AYES, 1 RECUSED, 1 ABSENT.

Vice Mayor Collazo and City Manager Benoun returned to the City Council Chambers.

G. CITY COUNCIL MATTERS

Mayor Hannon announced that he would adjourn the meeting in memory of Blake Mohs, Newark resident, Police Department Cadet, and Home Depot security guard who was shot and killed while trying to stop a shoplifter in the City of Pleasanton.

Council Member Freitas extended his condolences to the Mohs Family. He congratulated Mayor Hannon on his first State of the City speech.

Vice Mayor Collazo extended her condolences to the Mohs family, fiancée and friends. She congratulated Mayor Hannon on his State of the City speech. She stated that Avanzando presented scholarships to 26 Newark residents yesterday. She thanked Joe Stoner for letting them use the library for the ceremony. Shop Newark.

H. CLOSED SESSION

I. ADJOURNMENT

At 7:32 p.m. Mayor Hannon adjourned the meeting in memory of Blake Mohs.

STAFF REPORT

Item D. 3.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Alysia Reyes, Junior Engineer
SUBJECT	Approval of the plans and specifications and adopt a resolution accepting the bid and awarding the contract for the Total Bid to Sposeto Engineering Inc. for Safe Routes to Schools Improvements, Project 1280; Exempt from CEQA review per CEQA Guidelines Section 15301

SUMMARY AND RECOMMENDATION

Bids for Safe Routes to Schools Improvements, Project 1280 were opened on April 11, 2023. The lowest monetary bidder, Sposeto Engineering Inc., provided a responsive bid, is experienced in this type of project and is a responsible contractor. Staff recommends that the City Council accept the bid and award the contract to the lowest responsive and responsible bidder, Sposeto Engineering Inc., in the amount of $212,631 for Safe Routes to Schools Improvements, Project No. 1280.

Staff also recommends including an additional $21,369 in construction contingency, bringing the recommended allocation for the project to $234,000.

BACKGROUND

The Alameda County Transportation Commission's (ACTC) Safe Routes to Schools Mini Grant Program aims to support capital improvements that enhance pedestrian, bicycle and transit access to schools in Alameda County. In March 2021, $1.7 million in Measure B funds was made available to jurisdictions within Alameda County on a non-competitive basis. Funds were distributed formulaically based on a jurisdiction's student population share within Alameda County.

In July 2021, ACTC programmed $43,000 in Measure B Safe Routes to Schools Mini Grant Program funds to the City of Newark as part of its 2022 Capital Investment Program (2022 CIP).

Safe Routes to Schools Improvements, Project 1280 will install new ADA-compliant curb ramps with detectable warning surfaces; traffic striping and markings; green bike lane markings; roadside signs; and roadway delineators near Schilling Elementary School and Newark Junior High School. Improvements in the area of Schilling Elementary were identified through a School Safety Assessment facilitated and sponsored by ACTC's Safe Routes to Schools Program. Similarly, improvements at Newark Junior High School were identified through a walking audit performed during development of Newark's Pedestrian and Bicycle Master Plan.

DISCUSSION/ANALYSIS

Bids for Safe Routes to Schools Improvements, Project 1280 were opened on April 11, 2023. The City received a total of four bids as follows:

Bidder	Total Bid
Sposeto Engineering Inc.	$212,631.00
Kerex Engineering Inc.	$222,969.00
FBD Vanguard Construction Inc.	$283,452.00
Golden Bay Construction Inc.	$328,767.00
Engineer's Estimate	$177,000.00

The high bid prices were most likely the result of heightened material and construction costs. In addition, the smaller scale of this project likely resulted in higher unit prices. However, as detailed below the 2022-2024 Biennial Budget and Capital Improvement Plan includes sufficient funding for Safe Routes to Schools Improvements, Project 1280.

After examination of the bids received, staff determined that the apparent low monetary bidder, Sposeto Engineering Inc., provided a responsive bid, is experienced in this type of project and is a responsible contractor. Staff recommends that the City Council accept the bid and award the contract to the lowest responsive and responsible bidder, Sposeto Engineering Inc., for the Total Bid in the amount of $212,631.

FISCAL IMPACT

In addition to the $212,631 contract amount, staff recommends including $21,369 in construction contingency, equivalent to approximately ten percent of the contract amount, to account for any unanticipated construction costs. The added contingency would bring the recommended allocation for the project to $234,000.

Cities awarded Measure B Safe Routes to Schools Mini Grant Program funds must provide a one-to-one local match of the grant funds received. In October 2021, the City Council approved the allocation of $43,000 of Measure B Safe Routes to Schools Program funds and $43,000 of local match funds to Safe Routes to Schools Improvements, Project 1280 (Resolution No. 11,269).

The 2022-2024 Biennial Budget and Capital Improvement Plan includes sufficient funding for Safe Routes to Schools Improvements, Project 1280 to provide the remaining $148,000 of recommended project construction allocation.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

This project is categorically exempt under the California Environmental Quality Act (CEQA) section 15301.

REVIEW AND APPROVAL

Prepared by - Alysia Reyes, Junior Engineer
Reviewed by - Jayson Imai, Assistant City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution
Contract

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT FOR THE TOTAL BID TO SPOSETO ENGINEERING INC. FOR SAFE ROUTES TO SCHOOLS IMPROVEMENTS, PROJECT 1280

WHEREAS, the Public Works Department invited sealed bids for the construction of public improvements for Safe Routes to Schools Improvements, Project 1280 (the "Project"); and

WHEREAS, the City has upon due notice, received a total of four bids for the Project that were reviewed by staff for responsiveness and responsibility; and

WHEREAS, Sposeto Engineering Inc. was determined by staff to be the lowest responsive and responsible bidder with a bid of $212,631; and

WHEREAS, staff recommends allocating an additional $21,369 in construction contingency, which would bring the total allocation for the Project to $234,000.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find that Sposeto Engineering Inc. is the lowest responsive and responsible bidder for the Safe Routes to Schools Improvements, Project 1280, in the City of Newark.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the City Manager of the City of Newark to sign an agreement with said company for the construction of the Safe Routes to Schools Improvements, Project 1280, according to the plans, specifications, and terms of said bid in an amount not to exceed $212,631.

BE IT FURTHER RESOLVED that the City Council does hereby approve a construction contingency in the amount of $21,369, resulting in a total allocation of $234,000 for the Project and authorizes the City Manager, or their designee, to execute any change orders necessary to account for unanticipated construction costs within the total allocation for the Project.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any actions necessary to effectuate the intent of this Resolution.

AGREEMENT (PUBLIC WORKS CONTRACT)

THIS AGREEMENT, made and entered into this ___ day, of _____, 2023, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and SPOSETO ENGINEERING INC., a California Corporation, hereinafter called the "CONTRACTOR":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Notice to Contractors; the Proposal to the City of Newark; the Accepted Bid (Unit Price Schedule); the Bidder's Statement of Subcontractors'; the Performance Bond; the Payment Bond; the Plans and Specifications; this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.

2. The Contractor will furnish all materials except as otherwise provided in the Specifications and on the Plans and will perform all the work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Engineer, public improvements in accordance with that certain document headed:

SAFE ROUTES TO SCHOOL IMPROVEMENTS, PROJECT NO. 1280

and the Standard Specifications and Plans of the Department of Transportation, State of California, dated May 2006.

All of the above work is on City property, and under the direction of the Engineer or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

1. The Contractor shall comply with all applicable local, state, and federal regulations.

2. The Contractor shall maintain a valid Class A or Class C-8 California Contractor License throughout the performance of work under this contract.

3. The Contractor shall submit a receipt copy or other evidence showing payment of the current City of Newark Business License fee.

4. The Contractor shall provide a Certificate of Insurance to show proof of Comprehensive General Liability Insurance of (minimum) $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and bodily damage; and Workers Compensation and Employers Liability Insurance as required by the Labor Code of the State of California.

5. As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. The Contractor will be required to submit certified payrolls during the course of this project. This project is subject to compliance enforcement and monitoring by the State of California DIR.

6. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.

7. All time limits stated in the Contract Documents are of the essence of this Agreement.

8. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

9. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

12. If any action shall be brought by the City for the enforcement of any of the conditions, covenants or agreements herein the prevailing party shall recover reasonable attorney's fees.

13. The Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

14. The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

It shall be required 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 the Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

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

CITY OF NEWARK
a Municipal Corporation

By_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FOR THE CONTRACTOR:
SPOSETO ENGINEERING INC.
a California Corporation

By_____

STAFF REPORT

Item D. 4.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Michael Carmen, Assistant Engineer
SUBJECT	Approval of the plans and specifications and adopt a resolution accepting the bid and awarding the contract for the Base Bid and Additive Alternate Bids No. 1, No. 2, No. 3, and No. 4 to G. Bortolotto & Co., Inc. for FY 2022-2023 Asphalt Concrete Street Overlay Program, Project No. 1300 and amending the 2022-2024 Biennial Budget; Exempt from CEQA review per CEQA Guidelines Section 15301

SUMMARY AND RECOMMENDATION

Bids for FY 2023 Asphalt Concrete Street Overlay Program, Project No. 1300 were opened on April 18, 2023. The low monetary bidder, G. Bortolotto & Company, Inc., provided a responsive bid, is experienced in this type of project and is a responsible contractor. Staff recommends that the City Council, by motion, approve the plans and specifications and, by resolution, accept the bid and award the contract for the Base Bid plus Additive Alternative Bid No. 1, No. 2, No. 3, and No. 4 to G. Bortolotto & Company, Inc., in the amount of $2,052,005 for FY 2023 Asphalt Concrete Street Overlay Program, Project No. 1300 and amending the biennial budget.

Staff also recommends including an additional $247,995 in construction contingency, bringing the recommended allocation for the project to $2,300,000.

BACKGROUND

The FY 2023 Asphalt Concrete Street Overlay Program, Project No. 1300, combines annual pavement maintenance overlay and patch paving projects to encourage better unit prices. The combined project scope of work includes localized patch paving, pavement grinding, placement of new asphalt concrete pavement, traffic signal loop installations, and general restriping on various City streets. The project also includes four Additive Alternate Bid Items. Additive Alternate Bid No. 1 includes work related to a full width grind and overlay on Tunbridge Drive and Swift Court. Additive Alternate Bid No. 2 includes work related to a full width grind and overlay on Oleander Drive. Additive Alternate Bids No. 3 and No. 4 are reimbursable work on behalf of Alameda County Water District (ACWD) and Union Sanitary District (USD), respectively. The scope of work for ACWD's and USD's respective Alternate Bid Items include alterations and adjustment of existing valves and manholes to finish paving grade after the overlay.

As part of the City of Newark's ongoing effort to protect and extend the life of its streets, the Public Works Department annually inspects asphalt concrete pavement surfaces to

identify areas of potential maintenance and determine the timing and type of appropriate repairs. This effort is supplemented by an independent third-party assessment, conducted every two years, to determine the Pavement Condition Index (PCI) on each City street. The PCI is an objective rating between 0 and 100 that describes the overall condition of each street, and provides the basis for street selection for the current pavement maintenance program. Asphalt concrete overlays involve the placement of an additional layer of asphalt concrete pavement on streets showing a relatively uniform distress pattern over most of the pavement surface. This condition indicates that the pavement needs structural upgrading to accommodate current and future traffic loads. A structural upgrade will prevent complete failure of the street pavement and avoid the very expensive process of complete roadway reconstruction. The increased structural strength due to an asphalt concrete overlay typically extends the useful life of a street by at least ten years.

Patch paving consists of the removal and replacement of localized pavement failures. The project includes patch paving work on streets that will be resurfaced with a slurry seal under a separate contract. The project will also perform patch paving on streets where a localized pavement failure is too severe to correct with a surface (skin) patch, but the entire street does not need structural upgrading with an asphalt concrete overlay.

Streets included with FY 2022-2023 Asphalt Concrete Street Overlay Program, Project No. 1300 include:

STREET	LIMITS
Bennington Drive	Radcliffe Avenue to Radcliff Avenue
Bishop Street & Bishop Way	Musick Avenue to Burdick Street
Burdick Street	Musick Avenue to Souza Avenue
Guava Drive	Robertson Avenue to Smith Avenue
Jonathan Drive	McLaughlin Avenue to McLaughlin Avenue
Jonathan Place	Jonathan Drive to End
Lobelia Court	Lobelia Drive to End
Madelaine Drive	Brittany Avenue to Brittany Avenue
Madelaine Place	Madelaine Drive to End
Mistflower Avenue	Hyancith Street to Birch Street
Mockorange Court	Guava Drive to End
Severn Drive	Edgewater Drive to Edgewater Drive

Severn Place	Edgewater Drive to End

In addition, during development of the Project scope, staff identified Turnbridge Drive, Swift Court, and Oleander Drive as Additive Alternate Bid streets to protect against the possibility of higher-than-expected bid prices. The designation of streets as Additive Alternate Bid items allows staff to either add or exclude the streets from the construction contract based on a comparison of the Alternate Bids received to the available project budget.

DISCUSSION/ANALYSIS

Bids for FY 2023 Asphalt Concrete Street Overlay Program, Project No. 1300 were opened on April 18, 2023. The City received a total of three bids as follows:

Bidder	Base Bid	Base Bid Plus Additive Alternate Bid No. 1 and 2	Base Bid Plus Additive Bid No. 1 through 4
G. Bortolotto & Company, Inc.	$1,657,134	$1,960,805.00	$2,052,005.00
DeSilva Gates Construction LLC	$1,767,853.00	$2,049,049.00	$2,226,349.00
Goodfellow Bros. California LLC	$1,778,259.00	$2,090,834.25	$2,209,834.25
Engineer's Estimate	$1,762,110.00	$2,155,082.50	$2,265,482.50

As stated in the Project Specifications, determination of the low monetary bidder was based on the Base Bid plus Additive Alternative Bid No. 1 and No. 2. The lowest monetary bidder, G. Bortolotto & Company, Inc., submitted a responsive bid, is experienced in this type of project, successfully completed a similar project for the City of Newark in 2018, and is a responsible bidder.

Based on the bid submitted by G. Bortolotto & Company, Inc., staff recommends the addition of Additive Alternate Bid No. 1 (Tunbridge Drive and Swift Court) and No. 2 (Oleander Drive) to the construction contract. As detailed below, there are sufficient funds for this project to include the recommended Additive Alternate Bid No. 1 and No. 2.

After review of the bids received from G. Bortolotto & Company, Inc. for Additive Alternate Bid No. 3 and No. 4, both ACWD and USD recommend adding their respective Additive Alternate Bid item to the construction contract. The City would be reimbursed for all work performed by the contractor on behalf of ACWD and USD. In accordance with past practice, a ten percent (10%) administrative fee would be added to all ACWD and USD costs to reimburse the City for administration and management of the work.

Staff recommends that the City Council accept the bid and award the contract to the lowest responsible bidder, G. Bortolotto Company, Inc. for the Base Bid plus Additive Alternative Bid No. 1, No. 2, No. 3, and No. 4 in the amount of $2,052,005.

FISCAL IMPACT

In addition to the $2,052,005 contract amount, staff recommends including an additional $247,995 in construction contingency, equivalent to approximately twelve percent (12%) of the contract amount, to account for material testing and other unanticipated construction costs. The added contingency would bring the recommended allocation for the project to $2,300,000. $91,200 of the total allocation would be reimbursed to the City by ACWD and USD for Alternate Bid Item No. 3 and No. 4, respectively.

The 2022-2024 Biennial Budget and Capital Improvement Plan includes sufficient funding for the FY 2023 Asphalt Concrete Street Overlay Program, Project 1300 using a combination of Alameda County Measure B Sales Tax Local Streets and Roads Program funds and Highway Users Tax Account funds. Staff recommends that the City Council approve an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to reallocate funds from previously approved projects as follows:

	Description	Expenditure	Amount
To	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001300	$945,750
	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001300	$215,050
	Measure B LSR	Fund 281.90.091.910.6221.CIP001300	$290,815
	Measure BB LSR	Fund 284.90.091.910.6221.CIP001300	$129,015
Fr	Gas Tax – HUTA	Fund 201.90.091.910.6221.CIP001281	$945,750
	Gas Tax – HUTA	Fund 201.90.091.910.6221.CIP001250	$215,050
	Measure B LSR	Fund 281.90.091.910.6221.CIP001250	$290,815

	Measure BB LSR	Fund 284.90.091.910.6221.CIP001250	$129,015

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The repair and maintenance of existing facilities is categorically exempt under the California Environmental Quality Act (CEQA) section 15301 (Existing Facilities).

REVIEW AND APPROVAL

Prepared by – Michael Carmen, Assistant Engineer
Reviewed by – Jayson Imai, Assistant City Engineer
Reviewed by – Soren Fajeau, Public Works Director
Reviewed by – Krysten Lee, Finance Director
Approved by – Kristopher J. Kokotaylo, City Attorney

Attachments

CIP Overlay Reso
Public Works Contract

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT FOR THE BASE BID AND ADDITIVE ALTERNATE BID NO. 1, NO. 2, NO. 3, AND NO. 4 TO G. BORTOLOTTO & COMPANY, INC. FOR THE FY 2023 ASPHALT CONCRETE STREET OVERLAY PROGRAM, PROJECT NO. 1300

WHEREAS, the Public Works Department invited sealed bids for the construction of public improvements for FY 2023 Asphalt Concrete Street Overlay Program, Project No. 1300 (the "Project"); and

WHEREAS, the City has, upon due notice, received a total of three bids for the Project that were reviewed by staff for responsiveness and responsibility; and

WHEREAS, as stated in the Project Specifications, determination of the low monetary bidder was based on the Base Bid plus Additive Alternate Bid No. 1 and No. 2; and

WHEREAS, G. Bortolotto & Company, Inc. was determined to be lowest responsible bidder with a Base Bid plus Additive Alternate Bid No. 1 and No. 2 of $1,960,805; and

WHEREAS, staff recommends, and the City Council seeks, to add Additive Alternate Bid No. 3 and No. 4 to the construction contract which would bring the total construction contract amount to $2,052,005; and

WHEREAS, staff also recommends allocating an additional $247,995 in construction contingency, which would bring the total allocation for Project 1300 to $2,300,000;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby finds that G. Bortolotto & Company, Inc. is the lowest responsive and responsible bidder for FY 2023 Asphalt Concrete Street Overlay Program, Project No. 1300, in the City of Newark.

BE IT FURTHER RESOLVED that the City Council hereby accepts said bid of said company and does hereby authorize the City Manager of the City of Newark to execute an agreement with said company, in a form approved by the City Attorney, for the construction of FY 2023 Asphalt Concrete Street Overlay Program, Project 1300, according to the plans, specifications, and terms of said bid for the Base Bid plus Additive Alternate Bid No. 1, No. 2, No. 3, and No. 4 in an amount not to exceed $2,052,005.

BE IT FURTHER RESOLVED that the City Council hereby approves a construction contingency in the amount of $247,995, resulting in a total allocation of $2,300,000 for Project 1300, with funding through Alameda County Measure B Sales Tax Local Streets and Roads Program funds, and Highway Users Tax Account funds.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to reallocate funds from previously approved projects as follows:

	Description	Expenditure	Amount
To:	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001300	$945,750
	Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001300	$215,050
	Measure B LSR	Fund 281.90.091.910.6221.CIP001300	$290,815
	Measure BB LSR	Fund 284.90.091.910.6221.CIP001300	$129,015
Fr:	Gas Tax – HUTA	Fund 201.90.091.910.6221.CIP001281	$945,750
	Gas Tax – HUTA	Fund 201.90.091.910.6221.CIP001250	$215,050
	Measure B LSR	Fund 281.90.091.910.6221.CIP001250	$290,815
	Measure BB LSR	Fund 284.90.091.910.6221.CIP001250	$129,015

BE IT FURTHER RESOLVED that the City Manager, or their designee, to execute any change orders necessary to account for material testing and other unanticipated construction costs within the total allocation for the Project.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any actions necessary to effectuate the intent of this Resolution.

AGREEMENT (PUBLIC WORKS CONTRACT)

THIS AGREEMENT, made and entered into this ___ day, of _____, 2023, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and G. BORTOLOTTO & COMPANY, INC., a California Corporation, hereinafter called the "CONTRACTOR":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Notice to Contractors; the Proposal to the City of Newark; the Accepted Bid (Unit Price Schedule); the Bidder's Statement of Subcontractors'; the Performance Bond; the Payment Bond; the Plans and Specifications; this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.

2. The Contractor will furnish all materials except as otherwise provided in the Specifications and on the Plans and will perform all the work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Engineer, public improvements in accordance with that certain document headed:

FY 2022-2023 ASPHALT CONCRETE STREET OVERLAY PROGRAM, PROJECT NO. 1300

and the Standard Specifications and Plans of the Department of Transportation, State of California, dated May 2006.

All of the above work is on City property, and under the direction of the Engineer or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

1. The Contractor shall comply with all applicable local, state, and federal regulations.

2. The Contractor shall maintain a valid Class A California Contractor License throughout the performance of work under this contract.

3. The Contractor shall submit a receipt copy or other evidence showing payment of the current City of Newark Business License fee.

4. The Contractor shall provide a Certificate of Insurance to show proof of Comprehensive General Liability Insurance of (minimum) $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and bodily damage; and Workers Compensation and Employers Liability Insurance as required by the Labor Code of the State of California.

5. As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. The Contractor will be required to submit certified payrolls during the course of this project. This project is subject to compliance enforcement and monitoring by the State of California DIR.

6. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.

7. All time limits stated in the Contract Documents are of the essence of this Agreement.

8. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

9. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

10. If any action shall be brought by the City for the enforcement of any of the conditions, covenants or agreements herein the prevailing party shall recover reasonable attorney's fees.

11. The Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

    The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to

indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

It shall be required 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 the Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

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

CITY OF NEWARK
a Municipal Corporation

By_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FOR THE CONTRACTOR:

_____

_____

By_____

STAFF REPORT

Item D. 5.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Matthew Farrell, Chief Building Official
SUBJECT	Adopt a resolution approving an amendment to the Contractural Services Agreement with Bureau Veritas North America Inc. for additional Building Inspection Division Plan Review and Miscellaneous Support Services

SUMMARY AND RECOMMENDATION

The City previously entered into a Contractual Services Agreement with Bureau Veritas North America, Inc. (Bureau Veritas) for ongoing Building Inspection Division plan review, field inspection and miscellaneous support services. The Bureau Veritas agreement provided for initial not-to-exceed amounts of $100,000 per fiscal year. The initial not-to-exceed amount for the agreement was based on anticipated contractual support services needs for the division that primarily involved ongoing plan review of higher-level projects under Bureau Veritas' agreement. The Building Inspection Division has since identified the need for additional support services under the agreement due to additional higher-level projects being submitted. The existing agreement with Bureau Veritas is intended to be flexible so that additional technical support services are available when needed. However, any adjustments to the not-to-exceed amounts for a given fiscal year require approval by the City Council.

Staff recommends that the City Council, by resolution, authorize the City Manager to execute an amendment to the agreement between the City of Newark and Bureau Veritas North America, Inc. for an additional $46,000 with an updated not-to-exceed amount of $146,000.

BACKGROUND

In November 2020, the City entered into multi-year Contractual Services Agreements with Bureau Veritas North America, Inc. (Bureau Veritas) for ongoing Building Inspection Division plan review, field inspection and miscellaneous support services. The Bureau Veritas agreements provided for initial not-to-exceed amounts of $100,000 per fiscal year, respectively. The initial not-to-exceed amount for the agreement was based on anticipated contractual support services needs for the division that primarily involved ongoing plan review of higher-level projects. The Building Inspection Division has since identified the need for additional support services under the agreement due to additional higher-level projects being submitted. The existing agreement with Bureau Veritas is intended to be flexible so that additional technical support services are available when needed. However, any adjustments to

the not-to-exceed amounts for a given fiscal year require approval by the City Council.

DISCUSSION/ANALYSIS

The Building Inspection Division recently received additional higher-level projects for development. Staff has evaluated the additional plan review, and miscellaneous support service needs of the Building Inspection Division for the remainder of the fiscal year and determined that an additional $46,000 should be authorized with a fourth amendment under the contract with Bureau Veritas to bring the total not-to-exceed amount to $146,000. The amendment to the contract requires approval by the City Council, but no budget amendment is necessary as there are sufficient unencumbered funds available.

FISCAL IMPACT

Staff is recommending that the Fiscal Year 2023 not-to-exceed contract agreement amount with Bureau Veritas be increased by an additional $46,000. However, there is no fiscal impact to the 2022-2024 Biennial Budget and Capital Improvement Plan for the current fiscal year for this proposed increase as there are sufficient unencumbered funds available.

REVIEW AND APPROVAL

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

Attachments

BVNA Resolution

Amendment

BV Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENTS WITH BUREAU VERITAS NORTH AMERICA FOR ADDITIONAL PLAN REVIEW SERVICES

WHEREAS, the City of Newark entered into a multi-year Contractual Services Agreement (Bureau Veritas Agreement) on November 12, 2020 with Bureau Veritas North America, Inc. (Bureau Veritas) to provide ongoing plan review services for the Building Inspection Division, with a not to exceed $100,000 per fiscal year unless otherwise approve in writing for any additional amount; and

WHEREAS, an expected intake of three large development projects are expected and would require the additional plan review performed by Bureau Veritas; and

WHEREAS, no amendment of the 2022-2024 Biennial Budget and Capital Improvement plan is necessary due to the costs for said services will be offset by a reduction in funding from the other contractual services provider as they lack the resources to provide assistance; and

WHEREAS, the Fourth Amendment to the Bureau Veritas Agreement, incorporated herein by reference, have been prepared to amend the not to exceed amounts for these additional services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Fourth Amendment to the Contractual Services Agreement with Bureau Veritas North America, Inc. to increase the not-to-exceed limit of additional services by $46,000 to a total compensation limit of $146,000 for fiscal year 2022-2023.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute the Fourth Amendment to the Contractual Service Agreement with Bureau Veritas North America, Inc, on file with the City Clerk, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND BUREAU VERITAS NORTH AMERICA, INC.

This Fourth Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and BUREAU VERITAS NORTH AMERICA, Inc., a Corporation ("Consultant") (together sometimes referred to as "Parties") dated November 12, 2020, is entered into as of May __, 2023.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide building inspection field inspection and related professional services; and

WHEREAS, Section 27 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 for the Consultant to provide additional services in the amount of $46,000 for fiscal year 2022-2023 in a total amount not to exceed $146,000 for services provided during that fiscal year; 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 provide for additional $46,000 for a not to exceed compensation of $146,000 for services provided by Consultant for fiscal year 2022-2023.

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 Benoun
City Manager

Dated: _____

Consultant
Bureau Veritas North America, Inc.

_____
Craig Baptista
Vice-President

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

C20058
R1120

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 12TH day of November, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and BUREAU VERITAS NORTH AMERICA, INC., a Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Building Inspection field inspection and miscellaneous support services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Thousand Dollars and No/100 Dollars ($100,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

12. **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 PUBLIC WORKS DIRECTOR of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

Bureau Veritas North America, Inc.	**CITY OF NEWARK**
CRAIG BAPTISTA **Consultant**	PUBLIC WORKS DIRECTOR **Administrator**
Address: Bureau Veritas Attn: Craig Baptista 180 Promenade Circle, Suite 150 Sacramento, CA 95834	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

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 11-12-20

Bureau Veritas North America, Inc.
a California Corporation

By _____ Vice President
Consultant (Signature & Title)

Date November 03, 2020

Craig Baptsita
Printed Name

Attest:

_____
City Clerk

Date 11/12/2020

Approved as to form:

_____
City Attorney

Date 11/12/20

EXHIBIT A

SCOPE OF SERVICES

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

Exhibit "B"
Payment

RATE SHEDULE

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

AUGUST 26, 2020

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

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

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

BUREAU VERITAS 180 Promenade Circle, Suite 150, Sacramento, CA 95834
P 916.725.4200 | www.bvna.com

EXPERIENCE PROVIDING SIMILAR SERVICES

EXECUTIVE SUMMARY

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

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

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

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

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



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

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

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

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

EXPERIENCE PROVIDING SIMILAR SERVICES

WHAT SETS BV APART

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

Unparalleled Building Safety and Code Consulting Expertise

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

Depth of Resources and Proximity to Meet Peak Workloads

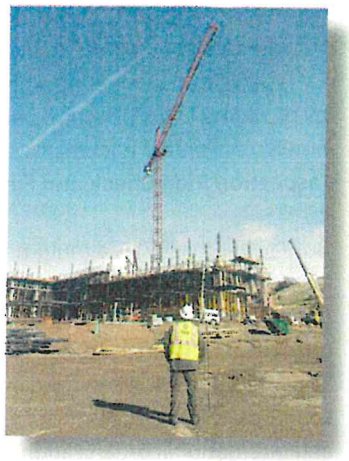
- Building and Safety Services will be provided out of the firm's office located in Sacramento
- 200+ offices throughout the United States with 10 in California dedicated to building and safety services
- Registered engineers and ICC certified staff with extensive code compliance expertise and experience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

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

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

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building safety depends on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and qualified plan review and inspection staff to the firm's clients.



PERSONNEL QUALIFICATIONS AND PROJECT MANAGEMENT

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

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

BUREAU VERITAS 180 Promenade Circle, Suite 150, Sacramento, CA 95834
P 916.725.4200 | www.bvna.com

EXPERIENCE PROVIDING SIMILAR SERVICES

SCOPE OF SERVICES

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

Building Plan Check

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

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

Architectural Review

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

Structural Review

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

Mechanical Review

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

Plumbing Review

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

Electrical Review

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

Disabled Access Review

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

EXPERIENCE PROVIDING SIMILAR SERVICES

Fire Plan Review

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

Green Building Review

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

Building Inspection

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

Building Official

BV staff can work directly with City staff to prepare accurate interpretations of the Code requirements, to adopt and process new codes and their requirements, and to act as a general point of contact for the jurisdiction. The building official will provide the support and direction necessary to facilitate timely and efficient work amongst the jurisdictional staff and other departments. Firm staff is able to analyze applicable ordinances and resolutions of jurisdictions and make recommendations for approval of appropriate code adoptions, amended as necessary in accordance with the applicable code, to implement an effective and compliant code enforcement program. BV staff will keep current on applicable code requirements adopted at the state or federal levels and inform and implement as necessary to keep the jurisdiction compliant. BV's building official will attend staff, board, and council meetings as required and mutually agreed upon. This individual will oversee other firm staff as well as provide guidance for City staff, applicants, designers, and contractors to navigate the code.

Permit Technician Services

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

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

Code Enforcement

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

Public Works Services

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

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

EXPERIENCE PROVIDING SIMILAR SERVICES/REFERENCES

REPRESENTATIVE PROJECTS

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

PLAN REVIEW, INSPECTION SERVICES & IN-HOUSE STAFF

City of Burlingame

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

ADDRESS: 501 PRIMROSE ROAD
BURLINGAME, CA 94010

EMAIL: RCARO@BURLINGAME.ORG

TELEPHONE: 650.558.7270



Dates of Service: 2003 - Present (Active Contract)

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

BUILDING AND FIRE PLAN REVIEW & INSPECTION AND PLANNING SERVICES

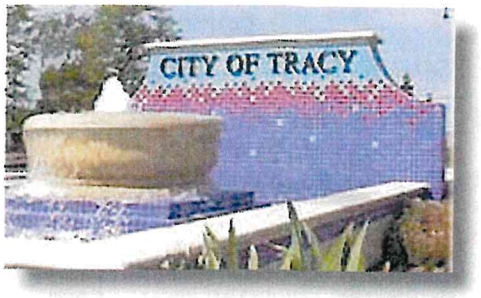
City of Tracy

CITY CONTACT: KEVIN JORGENSEN, CHIEF BUILDING OFFICIAL

ADDRESS: 333 CIVIC CENTER PLAZA
TRACY, CALIFORNIA, 95376

EMAIL: KEVIN.JORGENSEN@CITYOFTRACY.ORG

TELEPHONE: 209.831.6415



Dates of Service: 2011 - Present (Active Contract)

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

EXPERIENCE PROVIDING SIMILAR SERVICES/REFERENCES

BUILDING AND SAFETY ADMINISTRATION

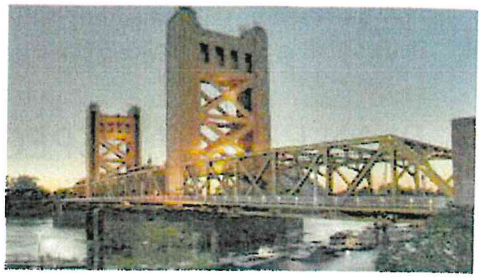
City of West Sacramento

CITY CONTACT: RANDY GOODWIN

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

EMAIL: RANDYG@CITYOFWESTSACRAMENTO.ORG

TELEPHONE: 916.617.4660



Dates of Service: 1998 - Present (Active Contract)

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

RESILIENT CITY PERMIT CENTER & PLANNING SERVICES

City of Santa Rosa

CITY CONTACT: GABE OSBURN, DEPUTY DIRECTOR OF DEVELOPMENT

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

EMAIL: GOSBURN@SRGITY.ORG

TELEPHONE: 707.543.3853



Dates of Service: 2017 - Present (Active Contract)

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

PROPOSED TEAM, RESUMES AND REFERENCES

PROPOSED TEAM AND RESUMES

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

Management

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

Gene Paolini, C.B.O.
Client Liaison

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

Andrea Coley
Inspections Manager

Project Team

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

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

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

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

Code Enforcement
Josh Pino, CASp
Carl Houston

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

Permit Technicians
Debbie Galli
Susan Mays
Jessica Hannemann
Leslie Lundholm

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

REFERENCES

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

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND BUREAU VERITAS NORTH AMERICA, INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Bureau Veritas North America, Inc., a Delaware Corporation ("Consultant") (together sometimes referred to as "Parties") dated November 12, 2020, is entered into as of September 8, 2021.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide building inspection field inspection and related professional services; and

WHEREAS, Section 27 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 extend the Agreement for the Consultant to provide additional services for fiscal year 2021-2022 in an amount not to exceed $100,000 for services provided during that fiscal year; 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 provide for additional not to exceed compensation of $100,000 for services provided by Consultant for fiscal year 2021-2022.

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

Soren Fajeau
Public Works Director
Dated: 9-8-21

Consultant
Bureau Veritas North America, Inc.

Craig Baptista
Vice-President
Dated: September 7, 2021

Attest:

Kathleen L. Slaffer for
Deputy City Clerk

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
Interim City Attorney

C 20058
R 11324

SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND BUREAU VERTIAS NORTH AMERICA, INC.

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Bureau Veritas North America, Inc., a California Corporation ("Consultant") (together sometimes referred to as "Parties") dated November 12, 2020, is entered into as of March 25, 2022.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide building inspection field inspection and related professional services; and

WHEREAS, Section 27 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 extend the Agreement for the Consultant to provide additional services for fiscal year 2021-2022 in the amount of $25,000 for a total not-to-exceed cost for services of $125,000 to be provided during that fiscal year; and

WHEREAS, the City Manager 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 provide for additional not to exceed compensation of $125,000 for services provided by Consultant for fiscal year 2021-2022.

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: 3.28.22

Consultant
Bureau Veritas North America, Inc.

Craig Baptista
Vice President

Dated: March 16, 2022

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney

THIRD AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND BUREAU VERITAS NORTH AMERICA, INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and BUREAU VERITAS NORTH AMERICA, Inc., a Corporation ("Consultant") (together sometimes referred to as "Parties") dated November 12, 2020, is entered into as of July 1, 2022.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide building inspection field inspection and related professional services; and

WHEREAS, Section 27 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 extend the Agreement for the Consultant to provide additional services for fiscal year 2022-2023 in an amount not to exceed $100,000 for services provided during that fiscal year; 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 provide for additional not to exceed compensation of $100,000 for services provided by Consultant for fiscal year 2022-2023.

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

Soren Fajeau
Public Works Director

Dated: 7-1-2022

Consultant
Bureau Veritas North America, Inc.

Craig Baptista
Vice-President

Dated: June 30, 2022

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
~~Interim~~ City Attorney

STAFF REPORT

Item D. 6.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Michelle Griese, Lieutenant
SUBJECT	Adopt a resolution approving a contractual service agreement with Mike Yorks Investigations and amending the 2022-2024 Biennial Budget.

SUMMARY AND RECOMMENDATION

The City of Newark Police Department is committed to maintaining staffing levels necessary to provide high levels of public safety services to the community. There are currently twelve open police officer positions within the department. The department is focused on recruitment efforts to attract qualified candidates. Prior to hiring police officers, a background investigation that complies with California Peace Officer Standards and Training (POST) guidelines is required. To fill current vacancies, staff anticipates the need to conduct more background investigations than in previous years. The department has previously utilized with Mike Yorks Investigations to complete the required police department staff background investigations.

Staff recommends that the City Council adopt a resolution to approve a contractual service agreement with Mike Yorks Investigations with a not-to-exceed amount of $90,000 per year and amend the 2022-2024 Biennial Budget by $40,000 for Fiscal Year (FY) 2023 and 2024. These funds will be used for additional police department background investigations, as necessary, to hire qualified candidates for all police positions, including police officer positions.

BACKGROUND

California state regulations require that every peace officer candidate undergo a thorough background investigation to verify good moral character and absence of past behavior indicative of unsuitability to perform the duties of a peace officer, including any acts requiring denial of employment pursuant to the California Law Enforcement Accountability Reform (CLEAR) Act. This following dimensions are required to be considered by California regulations:

- Integrity
- Impulse Control/Attention to Safety
- Substance Abuse and Other Risk-Taking Behavior
- Stress Tolerance
- Confronting and Overcoming Problems
- Obstacles
- Adversity

• Conscientiousness
• Interpersonal Skills
• Decision-Making and Judgment
• Learning Ability
• Communication Skills

A background investigator is required to investigate the following when conducting a peace officer background investigation:
1. Citizenship verification
2. Age verification
3. Criminal and other qualification records checks (local, state, and national)
4. Driving record check
5. Education verification
6. Employment history checks
7. Relatives/personal references checks
8. Dissolution of marriage check
9. Neighborhood checks
10. Military history check
11. Credit records check
12. Social media check

Upon completing the above investigative steps, the background investigator is required to summarize the background investigation results in a narrative report that includes sufficient information for the reviewing authority to extend, as appropriate, a conditional offer of employment. The report shall reference the Background Investigation Dimensions and include any findings of behaviors, traits and/or attributes that may be relevant to bias per the Bias Assessment Framework." (California Code of Regulations 1953(g)(1)).

In 2016, the Police Department contracted with Mike Yorks Investigations to conduct thorough, accurate and objective pre-employment background investigations of police department employee candidates in accordance with guidelines set forth by POST. This contract was set with a not to exceed amount of $50,000 annually. Since 2016, the cost of backgrounds has not increased. The current average cost to complete a peace officer background investigation is approximately $3100 per candidate. The cost of the background investigation varies depending on how much of the background investigation is completed. For example, if information is garnered during the investigation that disqualifies the candidate, the background investigation is terminated and the cost is less than the average.

DISCUSSION/ANALYSIS

Since the start of FY 2023, the Police Department contracted Mike Yorks Investigations to conduct twenty background investigations for police officer trainee candidates. From these backgrounds one police lieutenant and three police officer trainees were hired. Additional background investigations were contracted that led to the hiring of one support services manager, one crime analyst and one police service aide. Each of these hired positions required a comprehensive background investigation that was

conducted by Mike Yorks Investigations.

The Police Department currently has twelve open police officer positions, one open part-time community services officer position, one part-time vehicle abatement officer and a police service aide position. The FY 2023 budget allocated $50,000 for background investigations, and all funds were used to hire the above listed positions.

The Police Department currently has sixteen applicants in the background phase and forecasts additional candidates moved into the background phase before the end of FY 2023 to continue to fill vacant police officer trainee positions.

FISCAL IMPACT

In order to continue qualified candidates through an uninterrupted background process and increase the likelihood of providing candidates with a conditional job offer prior to competing agencies, staff recommends that the City Council by resolution approve the contractual service agreement with Mike Yorks Investigations with a not-to-exceed amount of $90,000 per fiscal year. With this increased not-to-exceed amount, a budget amendment is required. As part of the 2022-2024 Biennial Budget, $50,000 was previously appropriated for background investigation services. Staff further recommends the City Council amend the 2022-2024 Biennial Budget by $40,000 increasing the professional services appropriation in the Patrol division (110.30.031.310.6220) for FY 2023 and FY 2024 to $90,000 per fiscal year.

REVIEW AND APPROVAL

Prepared by - Michelle Griese, Acting Captain
Reviewed by - Gina Anderson, Police Chief
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution
Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY TO APPROVE THE CONTRACTUAL SERVICE AGREEMENT WITH MIKE YORKS INVESTIGATIONS AND AMEND THE 2022-2024 BIENNIAL BUDGET.

WHEREAS, The Newark Police Department has been working with Mike Yorks Investigations since 2016 to conduct thorough, accurate and objective pre-employment background investigation of Public Safety candidates in accordance with California Peace Officers Standards and Training (P.O.S.T). The consultant prepares and submits professional reports of the findings of each pre-employment background investigations; and

WHEREAS, funding in the amount of $50,000 has been allocated to the Newark Police Department to conduct background investigations on new hires, the Police Department currently has 12 applicants in background and estimates the total cost to be approximately $3000 per candidate. The Police Department forecasts additional candidate backgrounds for the remaining FY2022-2023. A budget amendment would be required for this contractual service agreement with Mike Yorks Investigations to increase it by $40,000 – not to exceed amount of $90,000 per fiscal year.

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

BE IT FURTHER RESOLVED the City Council approves and authorizes the City Manager to execute an agreement with Mike Yorks Investigations, in an amount not to exceed $90,000 per fiscal year and in a form approved by the City Attorney and amend the 2022-2024 Biennial Budget to increase by $40,000 for fiscal years 2023 and 2024 as follows:

TO:	110.30.031.310.6220	Professional Services for Patrol Division	$40,000
FR:	110.3000	GF Unallocated Fund Balance	$40,000

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this resolution.

Mlr1

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 24TH day of March 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **MIKE YORKS INVESTIGATIONS** ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: provide pre-employment background investigations and reports, consulting services regarding hiring processes, and assistance with projects as needed for the Newark Police Department; and

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum **$90,000 PER FISCAL YEAR** unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

8. INFORMATION AND DOCUMENTATION.

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

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

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

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

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

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

12. RESERVED.

13. RESERVED.

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

A. Verification of Coverage.

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

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

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

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

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

F. Wasting Policies.

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

G. Remedies.

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

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

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

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. TERM/TERMINATION.

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

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

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

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

	CITY OF NEWARK
MIKE YORKS INVESTIGATIONS	
_____	_____
Consultant	**Administrator**
Address: 1438 Lansing Avenue San Jose CA 95118	City of Newark Attn: 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

CITY OF NEWARK, a municipal corporation

By: _____

Title:

Date: _____

CONSULTANT

By: _____

Title:

Date: _____

ATTEST:

_____

By: Sheila Harrington

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

_____

By: Kristopher Kokotaylo
Title: City Attorney

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services, Exhibit "A," is hereby incorporated by reference into the Agreement, under *Agreement* Paragraph 1.

a. Conduct thorough, accurate and objective Pre-employment Background Investigations of Public Safety candidates, in accordance with California Peace Officers Standards and Training (P.0.S.T.).

b. Prepare and submit professional reports of the finding of each Pre-employment Background Investigation.

c. Collect documentation in the process of conducting the Background Investigations and organize the documentation in accordance with P.O.S.T. regulations.

d. Assist with hiring processes, including but not limited to interviews, testing processes, creating tests, and evaluation of applicants, on an as needed basis.

e. Assist with projects as assigned, on an as needed basis.

f. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.

g. Reasonably and regularly communicate with City regarding progress Consultant has made in performing Services.

EXHIBIT B

PAYMENT

As full compensation for the Services rendered pursuant to this Agreement, City shall pay Consultant the rate of $75 per hour for any work requested in writing by City. Consultant shall provide invoices requesting compensation on a monthly basis.

TRAVEL-RELATED EXPENSES

City will reimburse Consultant for all travel related expenses associated with the Services requested by City and provided under this Agreement, provided Consultant provides reasonable prior to incurring such expenses and City consents to reimbursing such expenses in writing.

Consultant will make every effort to ensure that travel expenses are at the minimum possible.

For Services that require overnight travel and/or airfare, expenses that qualify for reimbursement shall include air travel, ground transportation, one night accommodation, and one meal. City shall have the option of arranging all travel per its Newark Police Department travel policies.

For Services that do not require overnight travel and/or airfare but require travel by automobile in excess of 150 miles beyond 37101 Newark Blvd, Newark, California, then City shall pay a flat fee of $300.00 to consultant.

Consultant shall submit all receipts related to any reimbursement contemplated herein and such expenses shall be payable as described in Section 3 of this Agreement.

EXHIBITC

QUALIFICATIONS

Summary of Qualifications

California State Licensed Investigator
Police Academy Coordinator and Instructor
Honorably Retired Sergeant Los Gatos/Monte Sereno Police Department
Sergeant with SWAT, Crime Scene, Investigators, Traffic Investigators and Field Training Officers
Homicide, Burglary and Crimes Against Persons Investigator
Tactical Commander
Patrol Division Sergeant/Traffic Sergeant
Field Training Officer, Crime Scene Investigator and Crime Prevention Officer
Menlo Park Police Department Patrol Officer

EDUCATION

Oceana High School, Pacifica, CA 1968
Menlo Park Reserve Police Officer Academy 1974
San Jose City College, Basic Police Academy 1976
San Jose City College, AA Administration of Justice 1987

PROFESSIONAL SCHOOLS AND POST CERTIFICATES

1974 POST Certified Reserve Police Academy
1976 POST Certified Police Academy
1979 Field Training Office School POST
1980 Burglary Investigation School POST
1980 Sex Crime Investigation School POST
1980 Homicide Investigation School POST
1982 Vice Investigation School POST
1988 Crime Prevention School POST
1989 Chemical Munitions Instructor Certification
1990 Internal Affairs Investigation POST
1990 Drug Identification and Influence School POST
1991 Police Supervision Course POST
1991 Pre-Employment Background Investigation School POST
1993 Basic SWAT FBI School POST
1996 Bloodstain Dynamics School POST
1997 SWAT Team Leader School POST
1998 SWAT Tactical Commander School POST
2003 Police Academy Instructor

MANAGEMENT COURSES

1991 Police Supervision School POST
1992 Sergeant as a Team Leader School POST
1993 Sergeant and a Field Supervisor School POST
1996 Assertive Supervision and Appraisal School POST

1998 Tactical Commander School POST
2006 Police Academy Scenario Event Coordinator

TRAINING ACTIVITIES

Coordinator/Trainer/Instructor at Evergreen Community College, College of San Mateo, Monterey Peninsula College and Gavilan College/Basic Police Academies. Interviewing, Investigation, Patrol Techniques, Disputes, Domestic Violence, Child Abuse, Crimes in Progress, Weapons Violations, Vehicle Pullovers and Dispute Techniques, Report Writing, Scenario Testing/Training and Communications
Field Training Officer Los Gatos/Monte Sereno Police Department
Field Training Supervisor Los Gatos/Monte Sereno Police
Department, SWAT Team Training Los Gatos/Monte Sereno Police Department

TRAINING ACTIVITIES

Instructor in Police Community Relations/Crime Prevention for Town Of Los Gatos Residents and Business Owners
Crime Scene Investigator Training Los Gatos/Monte Sereno Police Depa1tment

AREAS OF EXPERTISE

Supervisor, Evaluator and Trainer Investigator in Civil Cases and for Private Clients Investigator in Homicide,
Burglary and Crimes Against Persons Crime Scene Processing; Including Evidence Preservation and Collection.
Photography and Videography.
Public Speaking and Classroom Instruction
Courtroom Testimony
Interviewing
Report Writing
Pre-employment Background Investigation
SWAT Tactics and Training
Building Entry and Use of Force Instructor
Chemical Agent Instructor
Chemical Munitions Instructor
Traffic Collision Investigations

STAFF REPORT

Item D. 7.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Matthew Farrell, Chief Building Official
SUBJECT	Introduction of an ordinance amending Chapter 15.04, General Provisions, and Chapter 15.44, Green Building and Construction and Waste Debris Recycling, of the Newark Municipal Code to align with State requirements

SUMMARY AND RECOMMENDATION

Newark Municipal Code Chapters 15.04, General Provisions, and 15.44 Green Building and Construction and Waste Debris Recycling currently do not align with State requirements due to numerous Assembly and Senate bills that have been passed over the last few years. The proposed ordinance would amend the Newark Municipal Code to align with the State requirements as well as allow for an additional enforcement method under SB 1383.

Staff recommends that the City Council waive full reading and, by title only, introduce an ordinance amending chapters 15.04 General Provisions and 15.44 Green Building and Construction and Waste Debris Recycling of the Newark Municipal Code.

BACKGROUND

Several recent State law updates have resulted in a need for the City to update the current Newark Municipal Code (NMC) Chapters 15.04 and 15.44. This recent legislation includes, but is not limited to, AB 1124 (2021), SB 1383 (2020), AB 2913 (2018), and others, which impacted and required cities to change certain processes related to building standards and the way to enforce local process on handling of permitted projects. The proposed ordinance would align the requirements that the State has imposed. The SB 1383 recycling initiative has brought more requirements on the City and the proposed plan will help to enforce these requirements. Most cities have brought forward similar processes of deposits based on weight or volume of materials for an enforcement method. The proposed ordinance would be expanded to provide options on ways to be compliant without causing an undue burden to property owners and contractors.

DISCUSSION/ANALYSIS

Currently, NMC Chapter 15.04, General Provisions, contains language that had been based on how building codes should be enforced and also outlined processes for staff to follow. Many of these chapters are now found in the code language itself, such as in the Administrative Code recently adopted by the City Council. Therefore, some duplicated language such as sections 15.04.210, 230, and 240 are proposed to be removed from the updated chapter. The other changes proposed are to clarify the process on how to enforce the standards and align with current State requirements.

NMC Chapter 15.44, Green Building and Construction and Waste Debris Recycling, requires amendments largely due to Senate Bill 1383 and to address certain development projects that were not meeting code-required diversion measures due to a lack of established enforcement standards on the projects. Staff reviewed many options including the use of fines, deposits, and the withholding of occupancies as tools to gain compliance. From staff's perspective, the best approach is a deposit program that can ensure compliance the minimum requirements without resulting in an adverse impact on the project because if the projects meet the established requirements the deposit would be refunded. The option of utilizing fines at the end of the project would be challenging to capture and may require a lien process, thus expending additional staff resources.

FISCAL IMPACT

There is no direct fiscal impact due to adoption of the proposed ordinance.

REVIEW AND APPROVAL

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

Attachments

Ordinance 1504 1544
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING CHAPTER 15.04, GENERAL PROVISIONS, AND AMENDING CHAPTER 15.44, GREEN BUILDING AND CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING OF THE NEWARK MUNICIPAL CODE TO MAKE ADMINISTRATIVE REVISIONS AND REVISIONS REGARDING CONSTRUCTION AND DEMOLITION WASTE DIVERSION REQUIREMENTS

WHEREAS, the California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances to protect the health, safety, welfare, and morals of their citizens; and

WHEREAS, the State Department of Resources, Recycling and Recovery estimates that construction and demolition debris account for between 21.7 to 25.5 percent of the disposed waste stream; and

WHEREAS, diverting construction and demolition debris from landfills has played a major role in the City's process to achieve and maintain the State-mandated waste diversion goals; and

WHEREAS, Title 15 of the Newark Municipal Code includes the adoption of the current California Building Code and the California Green Buildings Standards Code; and

WHEREAS, the City requires revisions to the General Provisions requires revisions to reflect appropriate practices; and

WHEREAS, the General Provisions and Green Building and Construction and Demolition Debris Recycling Construction and Demolition Waste Diversion standards in Chapters 15.04 and 15.44 of the Newark Municipal Code require updates; and

WHEREAS, the City is not able to effectively implement the California Green Buildings Standards Code regarding construction and demolition debris diversion requirements, and amendments to the City's Municipal Code are now necessary to ensure diversion requirements can be enforced.

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

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

SECTION 2. Amendments.

The City Council hereby approves the amendments to the Municipal Code, more specifically, amending Chapter 15.04 and Chapter 15.44, as shown with revisions in redline in attached Exhibit A, which is incorporated herein by reference and available for review in the City Clerk's office during normal business hour

SECTION 3. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Newark hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 4. CEQA.

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

SECTION 5. Publication and effective date.

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

Chapter 15.04 - GENERAL PROVISIONS*

15.04.010 - Short title.

Chapters 15.~~04~~02 through 15.28 of this title shall be known as the "city of Newark building regulations ordinance," may be cited as such, and will be referred to herein as this article.

15.04.020 - Definitions.

Whenever any of the names or terms defined in this section are used in this article or the codes adopted in this article by reference, each such term or name shall have the meaning ascribed to it in this section:

A. "Administrative authority" used in reference to all the construction codes except the California Fire Code means the city building official. The "Administrative Authority" used in reference to the California Fire Code means the Alameda County Fire Department fire marshal.

B. "City" means the city of Newark.

C. "Director of emergency services" means the city manager, or successor, during a declared local emergency, who manages and coordinates emergency operations.

D. "Construction codes" means the California Building Code, California Electrical Code, California Residential Code, and California Fire Code, published by the International Code Council and amended and adopted by the state of California; California Referenced Standards Code, California Historical Code, California Energy Code, California Green Building Standards Code, and California Building Standards Code, published by the State of California; California Plumbing Code and California Mechanical Code published by the International Association of Plumbing and Mechanical Officials and amended and adopted by the state of California.

E. All other names or terms shall apply to the appropriate officer, board or body of the city.

15.04.030 - Interpretation of the ~~uniform~~ Construction codes and board of appeals.

The building official shall have the power to render interpretations of all construction codes, except for the California Fire Code, and to adopt and enforce rules and supplemental regulations to clarify the applications of their provisions. The fire marshal shall have the power to render interpretations of the California Fire Code and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of the construction codes.

In order to hear and decide appeals of orders, decisions or determinations made by the building official or fire marshal relative to the application and interpretation of the construction codes, there shall be and is hereby created a board of appeals consisting of five members who are qualified by experience and training to pass on matters pertaining to building construction and/or fire safety and who are not employees of the jurisdiction. The building official and the fire marshal shall be ex-officio members of and shall act as secretaries to said board but shall have no vote on any matter before the board. The board of appeals shall be appointed by the city council and shall hold offices at its pleasure. The board shall adopt rules of procedure for conducting its

business, and shall render all decisions and findings in writing to the appellant with duplicate copies to the building official and fire marshal.

The board of appeals shall have no authority relative to interpretation of the administrative provisions of the construction codes nor shall the board be empowered to waive requirements of the construction codes.

15.04.040 - Enforcement authority—Right of entry.

A. The administrative authority is authorized and directed to enforce all the provisions of this article. For such purpose he or she shall have the powers of a police officer. The determinations of value or valuation under any of the provisions of this article shall be made by the administrative authority.

B. In accordance with Chapter 2.28 of the Newark Municipal Code, and with the approval of the chief appointing authority, the administrative authority may deputize such employees as may be authorized to carry out the provisions of this article.

C. Upon presentation of proper credentials, the administrative authority or his or her authorized representatives may enter at reasonable times any building, structure, or other premises in the city to perform any duty imposed upon him or her by this article.

15.04.050 - Liability.

A. The administrative authority, member of the board of appeals, or employee charged with the enforcement of the construction codes, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by the construction codes or other pertinent law or ordinance, shall be hereby rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provision of the construction codes shall be defended by legal representative of the city until the final termination of the proceedings. The administrative authority or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of the construction codes.

B. This article imposes no liability or responsibility upon the city for damages resulting from defective construction or work, nor shall the city or any official or employee thereof be held as assuming any liability or responsibility by reason of the duties carried out in enforcing the provisions of this article.

15.04.060 - Permits.

A. Permits Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing

system, the installation of which is regulated by the construction codes, or to cause any such work to be done, shall first make application to the administrative authority and obtain the required permit.

B. Work Exempt from Permit. Exemptions from permit requirements of the construction codes shall not be deemed to grant authorization for any work to be done in any manner in violation of the provision of the construction codes or any other laws or ordinances of [the] city. Permits shall not be required as delineated in the various adopted construction codes as work exempt from permits.

15.04.070 - Inspections.

A. General. Construction or work for which a permit is required shall be subject to inspection by the administrative authority and such construction or work shall remain accessible and exposed for inspection purposes until approved. If ladders, stairs, or other access features are needed for the administrative authority to gain access to construction in order to conduct inspections, they shall be provided by the permit applicant. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of construction codes or of other ordinances of the city. Inspections presuming to give authority to violate or cancel the provisions of the construction codes or of other ordinances of the city shall not be valid. It shall be the duty of the permit applicant to request inspections and to cause the work to remain accessible and exposed for inspection purposes. Neither the administrative authority nor the city shall be liable for expense entailed in the removal or replacement of any material required to allow inspections.

15.04.080 - Certificate of occupancy.

A. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the administrative authority has issued a certificate of occupancy. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of the construction codes or city ordinance.

B. The building official or their designee is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permits, provided that such portion or portions shall be occupied safely and all fees due at time of the issuance of a certificate of occupancy are paid.

C. The building official or their designee is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of the construction codes wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of the construction codes.

15.04.090 - Service utilities.

A. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by the construction codes for which a permit is required, until released by the building official or their designee.

B. The building official or their designee shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel, or power.

C. The building official or their designee shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by the construction codes in case of emergency where necessary to eliminate an immediate hazard to like or property. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure, or service system, of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

15.04.100 - Stop work order.

A. Whenever the building official finds any work regulated by the construction codes being performed in a manner either contrary to the provisions of the construction codes or dangerous or unsafe or deviates from the approved construction documents that is a life safety concern, the building official is authorized to issue a stop work order.

B. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

C. Any person who shall continue any work after having been serviced with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to Chapter 15.28 of this title.

15.04.110 - Determination of construction valuation.

The determination of construction value or valuation under any of the provisions of the construction codes shall be made by the administrative authority. The value to be used in computing permit and plan review fees shall be the total of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, ~~and~~ any other permanent equipment, and the cost of the design and documentation of the project.

15.04.120 Construction - documents.

~~Submitted Documents.~~ Construction documents, statement of special inspections, and other data shall be submitted ~~in two or more sets~~ with each permit application by the current process in effect. Construction documents shall be drawn upon suitable material and be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will

conform to the provisions of the construction codes and relevant laws, ordinances, rules, and regulations, as determined by the administrative authority. The administrative authority may waive the requirement of submitting construction documents for minor and/or simple projects.

15.04.130 - Permit fees.

The fees for permits authorizing work in accordance with the construction codes as adopted in this article shall be established by resolution of the city council and shall be paid prior to the issuance of such permits.

15.04.140 - Plan review fees.

When a plan or other data are required to be submitted in accordance with the provisions of the construction codes as adopted in this article, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fee is separate from and in addition to the permit fee. Said plan review fee shall be as established by resolution of the city council.

15.04.150 - Fee refunds.

Where an owner or applicant requests a fee refund in writing and the permit is not closed, finaled, or expired, the following criteria will be used to determine the refund amount.

A. The administrative authority may authorize the refunding of certain fees paid under this article which are erroneously paid or collected.

B. The administrative authority may authorize the refunding of not more than eighty percent of the permit fee paid when no work has been done under a permit issued in accordance with the ~~uniform~~ construction codes as adopted in this article.

C. The administrative authority may authorize the refunding of not more than eighty percent of the plan review fee when the application for a permit, for which a plan review has been paid, is withdrawn or canceled before any plan review has begun. If a plan review was performed and ~~then~~ a permit is subsequently withdrawn, the refund for ~~would be based on the amount~~any unused fee will be refunded~~based on the hourly rate of the reviewer not less than 1 hour~~.

D. The administrative authority shall not authorize the refunding of any fee paid, except upon written request filed by the original permittee not later than one hundred eighty days after the date of payment of the fee.

E. The application fee, document retention fee, records automation fee, building standards commission fee, and strong motion fee are nonrefundable.

15.04.160 - Reinspections.

A. A reinspection fee may be assessed for each inspection or reinspection when the portion of work for which the inspection is scheduled is not complete or when required corrections have not been completed. This is not to be construed as requiring payment of a reinspection fee for the ~~first time~~first-time work that is rejected for failure to comply with the requirements of this code,

but as controlling the practice of requesting an inspection before the work is ready for such inspection and continued canceling of inspections within 24 hours.

B. Reinspection fees may be assessed when the permit ~~card~~ is not properly posted or made conveniently available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which the inspection is requested, or for deviating from the approved plans.

C. To obtain a reinspection, the applicant shall pay the reinspection fee as established by resolution of the city council and shall request a reinspection in the same manner as for a regular inspection.

D. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

15.04.170 - Additional fees—Working without permit.

Whenever any work for which a permit is required by the construction codes as adopted in this article has ~~been~~ commenced without first obtaining said permit, the permit fee shall be double the amount set forth in the fee schedule resolution. This provision shall not apply to emergency work when the administrative authority determines that such work was urgently necessary and that it was not practical to obtain a permit ~~therefore~~ prior to the commencement of such work. In such cases, a permit shall be obtained as soon as it is practical to do so; and if there is an unreasonable delay in obtaining such permit, a double fee as provided in this section shall be charged.

15.04.180 - Expiration of plan review.

Applications for which no permit is issued within one hundred eighty days following the date of application or previous completed review cycle shall expire by limitation, and plans and other data submitted for review ~~may thereafter be returned to the applicant or destroyed~~will be recorded as expired by the administrative authority. The administrative authority may extend the time for action by the applicant for a period not exceeding an additional one hundred eighty days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken and there are no outstanding plan review fee's ~~to be collected~~due. The administrative authority may deny an extension if any of the construction codes have been revised subsequent to the original date of application. The fee ~~for~~ to extend~~ing~~ the plan review period shall ~~be fifteen percent of the initial plan review fee~~be ~~the administrative cost~~ established by resolution of the city council. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay ~~a full~~any new plan review fee based on the estimated cost of service.

15.04.190 - Expiration of permits.

A. Every permit issued by the administrative authority under the provisions of the construction codes as adopted in this article shall expire by limitation and become null and void if one or more of the following conditions occur:

1. The work authorized by such permit is not begun within one hundred eighty days or pursuant to state law from the date of issuance of such permit; or

2. The work authorized by such permit is suspended or abandoned for a period of one hundred eighty days or pursuant to state law at any time after the work has begun; or

3. A period of one hundred eighty days has elapsed since the most recent satisfactory inspection approval for the work authorized by such permit and is beyond the time allowed by either (1) or (2) above; or

4. The work authorized by such permit has not been completed and has not received final inspection approval within two years from the date of permit issuance.

B. Before such work can begin again, either the permit shall first be renewed, or a new permit shall first be obtained. The permit may be renewed; provided, no changes have been made or will be made to the original plans and specifications for such work; and provided further, that such suspension or abandonment or lapse of time since the most recent satisfactory inspection approval has not exceeded one year. A permittee may request renewal of a permit by submitting the request in writing (a) stating the reasons for the delay, (b) describing the circumstances beyond the control of the permittee which prevented the completion of the work, and (c) describing the relief being sought. The fee to renew a permit shall be ~~one-half the construction fee amount for the work based on the fee schedule in effect at the time of renewal of the permit~~based on the amount of time needed to finish the project based on the fee schedule in affect at that time or the minimum permit fee amount, whichever is greater. The permit may be renewed only one time and for a period not to exceed 180 days from the date of renewal of the permit and not to exceed two and one-half years from the date of original permit issuance.

C. If the suspension or abandonment or lapse of time since the most recent satisfactory inspection approval exceeds one year, then a new permit shall first be obtained before commencing work. The permittee shall resubmit plans and supporting documents as for an original project submittal and shall pay new, full permit fees based on the fee schedule in effect at the time of issuance of the new permit. If construction codes were adopted subsequent to the application for the original permit, the building official shall require all new construction to meet current construction codes and may require previously completed construction to be modified to meet current construction codes.

D. A permittee holding an unexpired permit may request an extension of time to complete the work authorized by that permit by submitting the request in writing (1)stating the reasons for the delay, (2) describing the circumstances beyond the control of the permittee which prevented the completion of the work, and (3) describing the relief being sought. The fee to extend the permit shall be ~~fifteen percent of the construction fee amount for the work~~the administrative costs to extend the permit, based on the fee schedule in effect at the time of extending the permit. ~~The permit may be extended only one time and for a period not exceeding one hundred eighty days and not to exceed two and one-half years from the date of original permit issuance.~~

15.04.200 - Findings.

The city council pursuant to Section 17958.7 of the state Health and Safety Code makes an express finding that the modifications and changes to the construction codes, as adopted in this article are necessary for the protection of the health, safety and general welfare of the residents of the city due to local climate or geological or topographical conditions.

15.04.210 - ~~Conflict in codes.~~

~~In case of conflict between the construction codes as amended and adopted in this article and those amended and adopted by the state, the more restrictive requirement shall apply.~~Reserved.

15.04.220 - ~~Article applicable to public corporations or bodies.~~

~~The provisions of this article are specifically declared to govern and control the use and maintenance of any building or structure owned or controlled by any public, quasi-public, or political corporation or body.~~Reserved.

15.04.230 - Authority to inspect, post and enforce postings during an emergency.

During a declared local emergency precipitated by a natural or man-made disaster which may have resulted in physical damage to structures the director of emergency services, or his deputies, is given the authority enter onto private property, conduct inspections and post such property as "Inspected," "~~Limited Entry~~Restricted Use," or "Unsafe" and to enforce any conditions so stated on such posting.

15.04.240 - ~~Retention of plans.~~

~~The administrative authority shall maintain an official copy of the plans of every building or structure, during the life of the building or structure, for which a permit was issued. Fees to cover the cost of reproduction shall be set by resolution by the city council.~~Reserved.

Chapter 15.44 - GREEN BUILDING AND CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

15.44.010 - Title and purpose.

The ordinance codified in this chapter shall be known as the City of Newark "green building and construction and demolition recycling" ordinance. Green building is a whole systems approach to the design, construction, and operation of buildings that helps mitigate the environmental, economic, and social impacts of buildings. Green building practices recognize the relationship between natural and built environments and seek to minimize the use of energy, water, and other natural resources and provide a healthy, productive indoor environment. The purpose of the green building and construction and demolition debris recycling ordinance is to minimize or avoid a variety of adverse impacts by regulating the design, construction, and operation of buildings and landscaping.

15.44.020 - Definitions.

As used in this chapter:

A. "City" means the City of Newark.

B. "Construction" means the building of any facility or structure or any portion thereof, including any improvements, alterations, or additions to an existing facility or structure.

C. "Construction and demolition debris" (C&D debris) means used or discarded materials generated and/or removed from residential, commercial, or industrial premises as a consequence of construction or demolition.

D. "Covered project" shall have the meaning set forth in Section 15.44.040 of this chapter.

E. "Demolition" means the deconstruction, destroying, razing, tearing down, or wrecking of any pavement, street, driveway, house, building, or other structure or improvement regardless of the nature of such structure or improvement whether in whole or in part, whether interior or exterior.

F. "Divert" means to use material for any purpose other than disposal in a landfill or transformation facility.

G. "LEED" means the Leadership in Energy and Environmental Design developed by the U.S. Green Building Council.

H. "Project" means any activity involving construction, demolition, or renovation, and which requires issuance of a permit from the city.

I. "Recycling" means the process of collecting, sorting, cleansing, treating, and/or reconstituting of materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

J. "~~Traditional public works~~City-Covered ~~p~~Projects" means heavy construction projects such as pump stations, flood control improvements, roads, bridges, as well as traffic lights, sidewalks, bike paths, bus stops, street median projects, and associated infrastructure on city-owned and maintained property.

K. "Transformation facility" means a facility that burns solid waste to produce heat or electricity.

L. "Waste Management Plan Compliance Official" shall be the Public Works Director or their designee.

~~L~~M. "Waste management plan" (WMP) means a completed form, approved by the city, for the purpose of compliance with this chapter, submitted by the applicant for any covered or noncovered project.

15.44.030 - Construction and demolition debris recycling.

All covered projects identified in Section 15.44.040 shall ~~divert one hundred percent of all portland cement concrete and asphalt concrete and an average of no less than fifty percent of all remaining construction and/or demolition debris. Quantities shall be based upon weight unless volume is a more appropriate measurement. Exceptions to the minimum percentages of diverted material may be granted by the community development director provided the applicant can demonstrate that achieving a minimum required diversion rate is not feasible.~~meet the mandatory construction waste management requirements in the most current version of the construction waste reduction, disposal and recycling sections of the California Green Building Standards Code.

15.44.040 - Covered projects subject to construction and demolition debris recycling.~~:~~

A. Covered Projects. Covered projects shall be any construction, addition, alteration, and demolition projects that are subject to the mandatory measures, in the most current version of the construction waste reduction, disposal and recycling sections of the California Green Building Standards Code.

B. City-Covered Projects. All C~~c~~ity construction, alteration, renovation, or demolition projects shall be subject to the nonresidential mandatory measures, found in the most current version of the construction was~~r~~te reduction, disposal and recycling sections of the California Green Building Standards Code. Specific diversion requirements for city projects may also be reflected in the bid specifications by the city.~~or privately owned construction projects whose total costs are greater than one hundred thousand dollars, or structure demolition projects whose total costs are greater than twenty thousand dollars, or pavement demolition projects involving over one thousand square feet of removed pavement, are covered projects subject to the requirements of Section 15.44.030.~~

15.44.050 - Waste management plan.

A. When required by this chapter, applicants shall complete a waste management plan (WMP) on a form provided by the city which the community development director shall review and approve prior to the issuance of any permit associated with such WMP. At the conclusion of a project which required the submission of a WMP, the city shall review the completed WMP. Each WMP shall contain all of the following ~~information~~:

1. ~~The address of the project and the applicant's name, business address, and phone number~~The estimated type by weight and yardage of C&D debris that the project will generate; and

2. The estimated type by ~~volume~~ yardage ~~or~~ and weight of C&D debris to be diverted or not diverted, listed by each type of material ~~project construction and demolition debris for each type of recyclable material~~; and

3. ~~The estimated maximum volume or weight of materials listed in "B" that can feasibly be diverted via reuse or recycling~~The name of all haulers and/or facilities that the applicant proposes to use to collect or receive that material; and

4. ~~The vendor or facility that the applicant proposes to use to collect or receive diverted material~~Contact information for the applicant, the project address and permit number~~;~~.

~~5. The estimated volume or weight of construction and demolition debris that will be landfilled;~~

~~6. The actual volume or weight of diverted material (provided prior to the completion of the project).~~

B. City-Covered Projects. The project manager or contractor of any city-covered project shall submit a properly completed waste management plan to the WMP compliance official within 10 business days of the notice to proceed, prior to or beginning any grading, encroachment, construction or demolition activities. ~~Projects subject to Section 15.44.040 but not required to complete and follow a WMP shall comply with prescriptive recycling standards developed by the city. The city's prescriptive recycling standards shall include the following:~~

~~1. Descriptions of materials that can be recycled;~~

~~2. Names and locations of vendors and facilities that will receive recyclable materials;~~

~~3. Instructions that will assist applicants in complying with this chapter;~~

~~4. The minimum percentages of various materials that must be recycled.~~

C. ~~All projects requiring development review and approval by the planning commission or city council and subject to Section 15.44.040 shall prepare a WMP and submit it to the city for review and approval. The city may require that applicants provide written documentation demonstrating compliance with the WMP approved for their respective project if not already required by a city council resolution~~Deconstruction. In preparing the WMP, applicants for covered projects that involve the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall where feasible make the materials generated available for salvage and reuse prior to demolition.

~~D. All projects subject to Section 15.44.040, but not requiring review and approval by the planning commission or city council, shall, at their option, either prepare a WMP and submit it to the city for review and approval, or follow prescriptive recycling standards developed by the city. The city may require that applicants provide written documentation demonstrating compliance with the WMP approved for their respective project or the city prescriptive recycling standards.~~

15.44.060 - ~~Green building practices for city buildings~~Review of waste handling plan.

A. Compliance as a Condition of Approval. Compliance with the provisions of this ~~article~~chapter shall be listed as a condition of approval on any building or demolition permit for a covered project or city-covered project. Failure to include such a condition shall not relieve the applicant from compliance with this ~~article~~chapter.~~All city building projects with over five thousand square feet of new or added gross floor area and submitted for a building permit after the effective date of the ordinance codified in this chapter, shall be certified as meeting the Leadership in Energy and Environmental Design (LEED) "Silver" rating or a city-approved equivalent. Certification shall be performed by a LEED accredited professional, the city architect, or the architect of record. The LEED "Silver" standards applicable under this chapter shall be those LEED "Silver" standards in effect on the effective date of the ordinance codified in this chapter, unless other LEED standards are selected by city council by resolution~~.

B. WMP Approval Required Prior to Permit Issuance. Notwithstanding any other provision of this code, no building, demolition or other similar permit shall be issued for any covered project unless, and until, the WHP compliance official has approved the WHP. Approval shall not be required, however, where an emergency demolition is required to protect public health or safety.~~All city building projects with five thousand square feet or less of new, altered, or added gross floor area and submitted for a building permit after June 24, 2007, shall be designed and constructed using as many green practices as appropriate and feasible.~~

C. Criteria for WMP Approval. The WMP compliance official shall only approve a WMP if he or she first determines that all of the following conditions have been met:

~~(~~1.~~)~~ The WMP provides all of the information set forth in Section 15.44.050; and

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~~(~~2.~~)~~ The WMP indicates the diversion requirement will be achieved; and

~~(~~3.~~)~~ The WMP indicates that the contractor will use either the franchised hauler debris box service or self-haul the construction and demolition debris to approved recycling facilities.

~~• Traditional public works projects are exempt from the standards and requirements of this chapter.~~

D. If the WMP compliance official determines that these conditions have been met, he or she shall mark the WMP "approved," return a copy of the WMP to the applicant which shall be incorporated into the construction drawings, and notify the building division that the WHP has been approved

E. WMP Disapproval. If the WMP compliance official determines that the WMP is incomplete or fails to indicate that the diversion requirements will be met, he or she shall:

~~(~~1.~~)~~ Return the WMP to the applicant with a statement of reason for disapproval and a request to correct, add to or explain the information, and resubmit for approval.

F. A deposit shall be set at the time of approval of the WMP, and will be based on the valuation of the projects or current process in effect at that time.

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15.44.070 Exception to diversion requirement.

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A. Application. If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exception at the time that he or she submits the WMP. The applicant shall indicate on the WMP the maximum rate of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.

B. Meeting With WMP Compliance Official. The WMP compliance official shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Based on the information supplied by the applicant, the WMP compliance official shall determine whether it is feasible for the applicant to meet the diversion requirement.

C. Granting of Exception. If the WMP compliance official determines that it is infeasible for the applicant to meet the diversion requirements, he or she shall determine the feasible diversion options, if any, for the project which shall then be incorporated into the WMP as the project diversion requirement. The WMP compliance official shall return a copy of the WMP to the applicant marked "approved for exception" and shall notify the building division that the WMP has been approved.

D. Denial of Exception. If the WMP compliance official determines that it is feasible for the applicant to meet the diversion requirement, he or she shall inform the applicant in writing. The applicant shall have 10 business days to resubmit a WMP form in full compliance with Section 15.44.050. If the applicant fails to timely resubmit the WMP, or if the resubmitted WMP does not comply with Section 15.44.050, the WMP compliance official shall disapprove the WMP in accordance with Section 15.44.060

15.44.080 Compliance with the diversion requirement.

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A. Documentation. After the completion of any covered project or city-covered project, and as a precondition to issuance of a temporary or final certificate of occupancy by the city, the applicant shall submit to the WMP compliance official documentation that it has met the project diversion requirement as set forth in the WMP. This documentation shall include all of the following:

1. Contact information for the applicant or contractor, the project name, address and permit number(s);

2. A debris disposal and diversion report summary listing the total volume or weight generated by the project, actual volume or weight of C&D debris that was diverted by type of material and diversion method, and the actual volume or weight of C&D debris that was landfilled and not diverted; and

3. Receipts from the approved haulers or facilities which collected or received project C&D debris showing the actual weight or volume of each material, and/or detail reports from the approved facility or vendor that generally match the same materials identified on the WHP; and within the date range that the permit was active; and

4. To count toward meeting the diversion requirement, the documentation (receipts or detail reports) must include:

a. Receipts/weight tags from approved haulers or approved recycling facilities;

b. The City of Newark officially listed as the city of origin;

c. All of the materials generated by the project, including materials generated and hauled by subcontractors; and

d. Receipts/weight tags that were generated within the date range that the permit was active with permit number indicated.

5. Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this ~~article~~chapter.

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B. Weighing of Wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or placed in a landfill are measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates approved by the city for this purpose.

C. Determination of Compliance. The WMP compliance official shall review the information submitted under subsection A.~~(a)~~ of this section and determine whether the applicant has complied with the project diversion requirement, as follows:

1. Full Compliance. If the WMP compliance official determines that the applicant has fully complied with the project diversion requirement, he or she shall consider the requirement fulfilled.

2. Good Faith Effort to Comply. If the WMP compliance official determines that the project diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply. In making this determination, the WMP compliance official shall consider any relevant information provided by the applicant regarding the availability of markets for the C&D debris that was not diverted, the size of the project, and the documented efforts of the applicant to divert C&D debris. If the WMP compliance official determines that the applicant has made a good faith effort to comply with this article, he or she shall consider the project diversion requirement fulfilled.

3. Noncompliance. If the WMP compliance official determines that the applicant has not made a good faith effort to comply with the project diversion requirements, the applicant shall be in violation of this article and shall be subject to a reduction in returned deposit, commensurate with the ratio of noncompliance.

15.44.090 Appeals.

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An applicant may appeal a determination made by the WMP compliance official under this ~~article~~chapter to the city manager or person designated by the city manager to hear such appeals. To appeal, the applicant shall file a written appeal with the city clerk within 10 business days after the determination of the WMP compliance official, stating the reasons for the appeal. An appeal is limited to the following issues: (a) the granting or denial of an exception to the diversion requirements; and (b) whether the applicant has made a good faith effort to comply with the project diversion requirements. The city manager or designee shall hear the appeal within 30 calendar days and shall give 10 calendar days' prior written notice to the applicant of the hearing date and time. Decisions of the city manager or designee shall be final, and the aggrieved party may seek relief from the decision only by complying with the requirements set forth in this section.

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15.44.~~070~~ 100 - Voluntary green building practices for private buildings.

Developers of private property are encouraged to incorporate as many green practices as appropriate and feasible in buildings and structures constructed within the City of Newark, should the project strive for Tier 1 or Tier 2 CalGreen Standards the deposit required may be reduced.~~.~~

15.44.~~080~~ 110 - Bay friendly landscaping practices.

A. The city shall follow the City of Newark's Bay Friendly Landscape Guide whenever additions, renovations, or replacements are made to city-owned or controlled landscape areas.

B. All projects requiring development review and approval by the planning commission or city council and that involve landscaping shall follow the City of Newark's Bay Friendly Landscape Guide in the design of landscaped areas.

C. Landscapers of private property not otherwise required to follow the City of Newark's Bay Friendly Landscape Guide are encouraged to incorporate as many B~~b~~ay ~~f~~Friendly landscape practices as appropriate and feasible in projects involving additions, renovations, or replacements in landscaped areas.

15.44.~~090~~120 - Incorporating green features in updates to the general plan and area specific plans.

Environmentally friendly community design concepts shall be encouraged when updating the general plan and area specific plans.

15.44.~~100~~ 130 - Environmentally preferable purchasing.

A. It is the policy of the City of Newark to institute practices that reduce waste by increasing product efficiency and effectiveness; purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable; and purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.

B. The city shall follow the City of Newark Environmentally Preferable Purchasing Policy ~~Handbook~~ when making purchases for products for use by the city.

15.44.~~110~~ 140 - Violations.

A violation of this chapter is deemed an infraction.

STAFF REPORT

Item E. 1.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Carmelisa Lopez, Senior Planner
SUBJECT	Canceled Public Hearing to consider approval of P2021-002, including an Ordinance establishing a Planned Development Overlay District, entitlements for Design Review, a Minor Use Permit, and a Vesting Tentative Map, and adoption of a Mitigated Negative Declaration supported by an Initial Study in accordance with the California Environmental Quality Act for a 118-unit residential development located at 38288-38594 Cedar Boulevard

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Staff is in the process of further reviewing the proposed 118-unit residential project at 38288-38594 Cedar Boulevard and has canceled the public hearing. Staff anticipates that the project will be finalized and presented to the City Council at a duly noticed public hearing on May 25, 2023.

No City Council action is required, this item is informational for the public.

STAFF REPORT

Item E. 2.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Jolie Macias, Captain
SUBJECT	Public Hearing and Introduce an Ordinance Approving and Re-Adopting a Military Equipment Use Policy as Stated in Chapter 2.50, "Military Equipment Use Policy" of the Newark Municipal Code in Compliance with Assembly Bill 481

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and waive full reading and introduce, by title only, an ordinance approving and re-adopting a military equipment use policy as stated in Chapter 2.50, "Military Equipment Use Policy" of the Newark Municipal Code in compliance with Assembly Bill 481.

Assembly Bill (AB) 481 requires the Newark Police Department (NPD) to seek City Council approval by ordinance prior to funding, acquiring, or using equipment defined by the law as "military equipment." This report outlines staff's work in complying with AB 481 and includes staff's recommendation to conduct a public hearing to receive input on the current military equipment policy and waive full reading and introduce an ordinance re-adopting Newark Municipal Code Ordinance Chapter 2.50, "Military Equipment Use Policy." The "2022 Annual Military Equipment Use Report and Qualifying Equipment Inventory" demonstrates compliance with all requirements set forth in AB 481 and no changes to the policy are recommended.

BACKGROUND

On September 30, 2021, Governor Gavin Newsom signed into law AB 481, relating to the use of military equipment by law enforcement agencies, codified in California Government Code sections 7070 through 7075. The law now requires law enforcement agencies to obtain approval of the City Council by an ordinance adopting a "military equipment" use policy. The item must be heard during a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

The term "military equipment", as used in Government Code section 7070, in fact does not necessarily indicate equipment that has been used by the military or purchased from the federal government and the definition includes, but is not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, and flashbangs. AB 481 allows the governing body of a city to approve the funding, acquisition, or use of

military equipment within its jurisdiction only if it makes specified determinations.

On May 26, 2022, the City Council held a public hearing to receive input on a Newark Police Department Military Equipment Use Policy and introduce an ordinance adding Chapter 2.50, “Military Equipment Use Policy” to the Newark Municipal Code. The City Council subsequently adopted this ordinance on June 9, 2022, meeting the requirements of AB 481.

Under AB 481, the City Council must review the ordinance that it has adopted, approving of the funding, acquisition, or use of military equipment, at least annually, and vote on whether to renew the ordinance at a regular meeting. During the review process, the City Council must determine, based on the military equipment report submitted, whether each type of military equipment in the report has complied with the standards for approval set forth under state law. If it determines a type of equipment identified in the report has not complied with the standards for approval, the City Council must either disapprove of the renewal of the ordinance or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

DISCUSSION/ANALYSIS

The City of Newark Police Department is in possession of equipment that qualifies as “military equipment” under AB 481 but does not currently receive or utilize surplus military equipment, does not possess any equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use.

“Military equipment” is defined in California Government Code section 7070 and includes items used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance citizen safety and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the Newark Police Department.

AB 481 requires any proposed or final Military Equipment Use Policy to be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use. On April 26, 2022, NPD posted the draft Military Equipment Policy prominently on the department’s public website, including the “Military Equipment Inventory,” which lists qualifying equipment owned/utilized by NPD. After the second reading of the ordinance, NPD updated the website with the final City Council-reviewed Military Equipment Policy.

To comply with the review and approval of the Military Equipment Policy governed by AB 481, Newark Municipal Code Chapter 2.50 requires that NPD submit an annual military equipment report to the City Council, containing information required in Government Code Section 7072, and City Council must then determine whether each type of military equipment identified in that report has complied with the standards for approval. The proposed ordinance relies on the state law definition of Military Equipment. State law and NMC Chapter 2.50 requires that the City Council review this ordinance and vote on whether to renew it and the Military Equipment Policy, on an

annual basis at a regular meeting to satisfy the requirements of AB 481.

The 2022 Annual Military Equipment Use Report and Qualifying Equipment Inventory was posted to the police department website and submitted to the City Council on March 7, 2023. As required under Government Code Section 7072, within 30 days of the report's publication, a community engagement meeting was held on April 4, 2023, at the Newark Police Department. As required by State law, the community engagement meeting was held to discuss and allow the public to ask questions about the 2022 Annual Military Equipment Use Report and Qualifying Equipment Inventory funding, acquisition, and use. Overall, community members were interested in learning about the various equipment and asked questions primarily about functionality.

Given the inherently unpredictable nature of providing for public safety, it is critically important that NPD maintain the ability to acquire and utilize equipment that could prove essential to emergency operations, even if that equipment has not previously been included in the approved Military Equipment Policy. In exigent circumstances, it is not feasible to convene City Council meetings to seek advance approval for the use of equipment that is needed to carry out critical operations. Therefore, the ordinance, as previously approved, also includes a section establishing the parameters for use of Military Equipment that is not included in the approved Military Equipment Use Policy in exigent circumstances.

The following is a list of qualifying equipment that NPD currently possesses for review and approval. The items are described in greater detail within the Military Equipment Inventory attachment to the policy:

- Unmanned Aircraft Systems (UAS/Drones)
- Robotex Avatar Robots
- Armored Rescue Vehicle - Lenco BearCat G1
- Mobile Command Vehicle
- Patrol Rifles – Colt AR-15
- SWAT Rifles – M4 Style platform automatic rifle
- Compact Heckler Koch Submachine Guns
- .308 Bolt Action Rifles
- CTS CS gas systems
  - Baffled Canister Grenades
  - 40mm CS Liquid Barricade Projectile
  - CS JetLite Rubber Ball Grenade
  - CS Flameless Expulsion Canister
  - CS Canister Grenade
  - 40mm Frangible Impact – CS Powder
- CTS 7290 – Flash Bang Noise Flash Diversionary Device
- PepperBall launcher
- Deftech LMT 40mm kinetic energy projectiles with 40 mm projectiles

NPD intends to replace previously approved patrol rifles and intends to add five additional rifles to the equipment inventory for 2023. Any other purchases for Newark PD in 2023 include items needed to maintain inventory for previously approved military

equipment which need to be repaired or replenished after being used in either the field or training environments. The department will be exploring the potential to acquire a miniature confined space capable UAS/Drone. Future attempts to obtain the UAS/Drone or any additional types of military equipment not expressly provided herein, will adhere to procedures set forth in the Government Code and our Military Equipment policy; this includes a public hearing for City Council approval prior to acquisition.

FISCAL IMPACT

No significant fiscal impacts are anticipated other than additional staff time to prepare and present future items in compliance with AB 481.

REVIEW AND APPROVAL

Prepared by - Jolie Macias, Police Captain
Reviewed by - Gina Anderson, Chief of Police
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Copy of Ordinance 536
Copy of NPD Policy 709
Annual Report
481Renewal Ordinance
AB 481 PowerPoint

ORDINANCE NO. 536

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

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

SECTION 2. Determinations.

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

The Newark Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

The Newark Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

The military equipment identified in the Newark Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.

Prior military equipment use by the Newark Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

The Newark Police Department's Military Equipment Use Policy, Policy 709, setting forth the City's military equipment use policy is approved and adopted.

SECTION 3. Addition of Chapter 2.50.

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

"Chapter 2.50 Military Equipment Use Policy.

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

The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

The proposed military equipment use policy ("Policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any); and

Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

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

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

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

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

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

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

SECTION 4. Severability.

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

SECTION 5. CEQA.

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

SECTION 6. Publication and effective date.

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

The foregoing ordinance was introduced and read before the City Council of the City of Newark by Council Member Collazo at the regular meeting of the City Council of the City of Newark held on May 26, 2022.

This ordinance was read at the regular meeting of the City Council held June 9, 2022. Council Member Bucci moved that it be adopted and passed, which motion was duly seconded, and said ordinance was passed and adopted.

AYES: Council Members Bucci, Collazo, Vice Mayor Hannon, and Mayor Nagy

NOES: None

ABSENT: Council Member Freitas

SECONDED: Council Member Collazo

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

Military Equipment

709.1 PURPOSE AND SCOPE

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

709.1.1 DEFINITIONS

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

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

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

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

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

709.2 POLICY

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

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

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

709.3 MILITARY EQUIPMENT COORDINATOR

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

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment as defined by Government Code § 7070 (c) in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Newark Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting on the department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website for as long as the equipment is made for use (Government Code § 7072).

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

709.4 MILITARY EQUIPMENT INVENTORY

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

See attachment: Military Equipment Inventory.pdf

709.5 APPROVAL

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

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

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

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

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709.7 USE IN EXIGENT CIRCUMSTANCES

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

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

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

709.8 ANNUAL REPORT

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

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

709.9 COMMUNITY ENGAGEMENT

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

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Military Equipment Inventory.pdf

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Qualifying Equipment Owned/Utilized by the Newark Police Department

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

It is the policy of the NPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
Training Required: Federal Aviation Administration “Part 107 – Remote Pilot License” and POST certified 24-hour Basic UAS Pilot course.

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

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

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

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

Fiscal Impacts:
CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile - **$23.37 / unit**
CTS Irritant Munitions 9430 – CS Tear Ball Grenade - **$ 44.49 / unit**
CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade - **$42.35 / unit**
CTS Irritant Munitions 6230 – CS Canister Grenade - **$27.19 / unit**
CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder - **$26.51 / unit**
CTS Irritant Munitions 6230 – CS Canister Grenade - **$41.93 / unit**

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

Tear gas is governed by Penal Code § 22810.

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

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

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

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

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

Qualifying Equipment Owned/Utilized by the Newark Police Department

<table>
<tr><td colspan="2">Equipment Name: LMT Defense 40mm Launcher with 40mm kinetic energy projectiles- CA Gov’t Code § 7070 (c)(14)</td></tr>
<tr><td>Quantity Owned/Sought:

Owned:

(28) Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock

(180) Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round</td><td>Lifespan: 10 Years (Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock)

5 years (Defense Technology 6325- Exact Impact 40mm Standard Range Sponge Round)</td></tr>
<tr><td colspan="2">Equipment Capabilities: Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Department approved kinetic projectiles are fired from 40 mm launchers.</td></tr>
<tr><td colspan="2">Manufacture Product Description:

Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock – Tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The launcher will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/ sighting systems.

Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round – a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher’s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.</td></tr>
<tr><td colspan="2">Purpose/Authorized Uses: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the Kinetic Energy Projectiles may include, but are not limited to: 1) Self-destructive, dangerous and/or combative individuals. 2) Riot/ Crowd control and civil unrest incidents. 3) Circumstances where a tactical advantage can be obtained. 4) Potentially vicious animals. 5) Training exercises or approved demonstrations.</td></tr>
<tr><td colspan="2">Fiscal Impacts: $725.00/ Defense Technology 1425- 40mm LMT Tactical Single Launcher, Expandable Stock
$19.30/ Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round</td></tr>
<tr><td colspan="2">Legal/Procedural Rules Governing Use: The use of 40mm Kinetic Energy Projectiles is governed by Newark Police Department Policy 300 – Use of Force, 308.9 - Control Devices and Techniques – Kinetic Energy Projectile Guidelines and Policy 497 - First Amendment Assemblies</td></tr>
</table>

Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.
Training Required: Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device. Proficiency training shall be monitored and documented by a certified less-lethal munitions instructor. All training and proficiency for control devices will be documented in the officer's training file.
Other: Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD SWAT Personnel for the deployment of CTS Irritant Munitions 4330 – 40mm CS Liquid Barricade Projectile. Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD Special Weapons and Tactics Team/Crowd Management Team Personnel for the deployment of CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder.

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

March 7th, 2023

2022 ANNUAL MILITARY EQUIPMENT USE REPORT
&
QUALIFYING EQUIPMENT INVENTORY

The acquisition and use of military equipment in our community may impact the public's safety and welfare. Our community has a right to know about funding, acquisition, or use of military equipment by the Newark Police Department (PD), as well as a right to participate in the local government's decision to fund, acquire, or use such equipment.

The Newark Police Department owns equipment defined as "military equipment" under California Government Code section 7070 subdivision (c). Newark PD does not possess any equipment received from the military, nor does it possess any equipment that was designed for military use. Newark PD does not participate in the Law Enforcement Support Officer (LESO) 10-33 program. The department does not currently receive or utilize surplus military equipment from the Federal government. It is the policy of the Newark Police Department to acquire and use equipment designed to enhance law enforcement's ability to ensure public safety and welfare.

Newark PD's Military Equipment Policy 709 requires the publication of an Annual Military Equipment Usage Report. Per Government Code section 7072, our annual report must include the following information:

- *A summary of how the military equipment was used and the purpose of its use.*
  - The Qualifying Equipment Inventory details usage of each item
- *A summary of any complaints or concerns received concerning the military equipment.*
  - Newark PD did not receive any complaints related to the use of military equipment in 2022.
- *The results of any internal audits or information about violations of military equipment use policy and any actions taken in response.*
  - All use of force incidents are reviewed by assigned Watch Commanders to ensure employees are performing their duties within guidelines set by department policy and applicable law. Reviews provide opportunities to reflect on officer actions, policies, procedures, legislation, training, and best practices. During the 2022 military equipment audit, no violations or concerns related to the use of military equipment were reported. Officers were found to be operating in a manner consistent with department policies and training.
- *The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.*
  - The Qualifying Equipment Inventory details the cost associated with all military equipment.

- *The quantity possessed for each type of military equipment.*
    - The Qualifying Equipment Inventory details the quantity of all military equipment.
- *If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.*
    - Newark PD intends to replace previously approved patrol rifles and intends to add five additional rifles to the equipment inventory for 2023. Any other purchases for Newark PD in 2023 include items needed to maintain inventory for previously approved military equipment which need to be repaired or replenished after being used in either the field or training environments. All items needed to be repaired or replenished are included in our policy and attached inventory, which was previously approved by City Council.
    - The department will be exploring the potential to acquire a miniature confined space capable UAS/Drone. Future attempts to obtain the UAS/Drone or any additional types of military equipment not expressly provided herein, will adhere to procedures set forth in the Government Code and our Military Equipment policy; this includes a public hearing for City Council approval prior to acquisition.
    - The Qualifying Equipment Inventory and all costs associated with the use of this equipment is believed to be consistent with the Military Equipment inventory list, policy, and department budget, previously approved by the City Council. It should be noted, these operating costs are good faith estimates which are subject to changes made by vendors and/or manufacturers based on variables related to availability, shipping, and general market increases.

Public Comment

Newark PD strongly considers the public's welfare, safety, civil rights, and civil liberties. In an effort for continued transparency, our department places high regard on public input related to the use of military equipment in our community. The department will hold a well-publicized and conveniently located community engagement meeting where members of the community may discuss and ask questions regarding the annual military equipment report. A meeting will be held within thirty days of posting this report on our department website.

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

Federal Aviation Administration “Part 107 – Remote Pilot License” and POST certified 24-hour Basic UAS Pilot course.
Annual Report 2022
Use Summary: During the 2022 calendar year, the Newark Police Department documented (6) UAS/Drone deployments. In these cases, UAS/Drones were deployed to assist the Field Operations Division with active investigations to enhance officer safety and/or document fatal collision scenes. The deployment incidents included burglary, a high risk warrant, and collision investigations.
Complaints Received: No complaints were received regarding UAS/Drone usage.
Internal Audit A review of UAS/Drones deployments found their use was within policy and determined no violations of the military equipment use policy were identified.
Quantity Possessed: 4
Annual Cost: There are no reoccurring costs with the possession of the UAS/Drones. Drone pilot operation is a collateral assignment in addition to regular duties. Training is completed on an annual basis depending on training needs. This training occurs during normal duty hours and when staffing allows.
Anticipated Purchase(s): In the coming year there is an interest with purchasing (1) mini UAS/Drone to assist with the purpose above where the location is too confined for conventional UAS/Drone use.

Equipment Name: Robotex Avatar III/ Robotex Avatar II Robot(s)- CA Gov't Code § 7070 (c)(1)	
Quantity Owned/Sought: Owned: (1) Robotex Avatar III **(1)** Robotex Avatar II	Lifespan: 10 Years
Equipment Capabilities: Robots designed for remote handling of objects, reconnaissance missions, two-way communication, and deliver/ retrieval tasks.	
Manufacture Product Description: The Robotex Avatar III/ Robotex Avatar II are rugged, easy-to-use tactical robots that enhance the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.	
Purpose/Authorized Uses: To remotely gain visual/ audio data, deliver CNT phone, open doors, disrupt packages, and clear buildings, or for any other approved law enforcement purpose. Only to be utilized by officers who have been trained in their proper use and deployment.	
Fiscal Impacts: $30,000 / unit	
Legal/Procedural Rules Governing Use: The use of a robot is in accordance with Newark Police Department Policy – 408– Special Weapons and Tactics. It is the policy of the NPD to utilize robots only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law. The use of an unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Post Hoc authorization is required per Penal Code § 632.	
Training Required: Specialized yearly department training via NPD SWAT Personnel.	
Other: Robotex Avatar III can be equipped with Avatar Extended Reach Manipulator Arm ($24,000 purchase price). The Avatar III with Avatar Extended Reach Manipulator Arm was obtained through State grant funds.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (1) Robotex Avatar deployment. In this case, the Avatar was deployed to assist Field Operations with searching a building for suspect(s) during a high-risk building search.	
Complaints Received: No complaints were received regarding Avatar usage.	
Internal Audit A review of Avatar deployments found their use was within policy and determined no violations of the military equipment use policy were identified.	
Quantity Possessed: 2	

Annual Cost: There are no reoccurring costs with the possession of the Robotex Avatar robots. An Avatar operator is a collateral assignment in addition to regular duties. Training with the Avatar occurs annually depending on training needs.
Anticipated Purchase(s): We do not anticipate any purchases for the Avatar in the coming year.

Equipment Name: Lenco Armored Rescue Vehicle (ARV) -CA Gov't Code § 7070 (c)(3)	
Quantity Owned/Sought: 1	Lifespan: ~20 years
Equipment Capabilities: The vehicle is equipped with emergency lights/sires, rotating roof hatch, electric winches, running boards, back-up camera, battering ram attachment, CS (tear gas) deployment attachment for battering ram, and spot/flood lights. The vehicle is armored with a 0.5 – 1.5" thick steel and ballistic windows rated to stop a 0.50 caliber bullet.	
Manufacture Product Description: 2004 Lenco BearCat G1 Armored Rescue Vehicle (ARV) is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G1 part of their standard operating procedure. The G1 has excellent on-road driving characteristics and maneuverability in tight urban settings.	
Purpose/Authorized Uses: The Armored Rescue Vehicle (ARV) is primarily used during critical incidents. The ARV may be used by patrol and SWAT personnel for the safe transport of personnel, to conduct high risk rescue and evacuation operations, high risk warrant service operations, dangerous high risk tactical operations, training, community engagement efforts, or any other applications deemed appropriate by the SWAT Commander, Division Commander, or Chief of Police.	
Fiscal Impacts: The cost of the ARV was approximately $160,000. The refurbished 2004 vehicle was purchased by Newark Police Department in May of 2013 from the vendor, Lenco, on a lease agreement, which was budgeted and paid over 8 years out of the police department's operating budget.	
Legal/Procedural Rules Governing Use: The use of the ARV may be considered a show of force and is governed by Newark Police Department Policy 300 – Use of Force and Policy 408.5.2 - Special Weapons and Tactics – Equipment. It is the policy of the Department to use the ARV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.	
Training Required: Officers are to be trained in the operation of the ARV prior to use. Training will include basic knowledge of electronic/mechanical functions on the vehicle and a driving exercise. SWAT personnel will receive advanced training and are expected to maintain a higher level of operational knowledge and expertise. Only NPD personnel who have completed training and possess a valid California Driver's License will be authorized to drive/operate the ARV, unless a delayed deployment of an ARV would result in serious bodily injury or death.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (15) Lenco Armored Rescue Vehicle (ARV) deployments. In these cases, the ARV was deployed to assist the Field Operations Division in (7) incident deployments where the ARV was used to protect officers during the following critical high stress incidents: 03/17/2022 Response to a possible armed barricaded suspect 04/13/2022 Mutual Aid for California Highway Patrol 04/20/2022 Mutual Aid Assist for Union City PD SWAT 06/30/2022 SWAT Arrest/Search Warrant for negligent use of a firearm	

07/17/2022 Mutual Aid SWAT Assist for Union City PD Search Warrant for Shooting Suspect 08/29/2022 Response to an Armed Subject 09/06/2022 Mutual Aid Assist Stanislaus County Sheriff's Office Suspect Apprehension of Rape Suspect In an additional (8) deployments the ARV was used as an educational tool for public relation events: Civic Center Open House, Boy Scouts Tour, Newark Days, Faith and Blue Event, and several school tours.
Complaints Received: No complaints were received regarding ARV usage.
Internal Audit A review of ARV deployments determined that its use was within policy and no violations of the military equipment use policy were identified.
Quantity Possessed: 1
Annual Cost: Although there is no specialized reoccurring annual cost with the possession of this vehicle, there are routine maintenance costs for its upkeep, which are in-line with the upkeep of other fleet vehicles.
Anticipated Purchase(s): There are no anticipated purchases for the coming year.

Equipment Name: City of Newark- Mobile Command Vehicle (MCV) CA Gov't Code § 7070 (c)(5)	
Quantity Owned/Sought: 1	Lifespan: 25 years

Equipment Capabilities:
The vehicle is capable of being used as a mobile command center, a temporary emergency operations center, for crisis negotiations, and as a dispatch center. The vehicle is capable of transporting personnel and equipment. The vehicle can be separated into two separate work areas by partitions to serve multiple functions simultaneously.

The Mobile Command vehicle serves as a resource management center, rallying point for outside resources, and location for centralized and unified command.

Manufacture Product Description:
LDV Model SS28RC-10CC SO243022. The Newark Police Department Mobile Command Vehicle is an 18' dry van with a cab-to-axle length of 120". It is built on a 2019 Ford F-550 Regular Cab 2WD single rear axle gasoline chassis. 19,500-lb with rear spring suspension and hydraulic brakes. It is painted white with police graphics affixed to the sides of the vehicle.

Purpose/Authorized Uses:
To be used for critical incident callouts, as a temporary emergency operations center, as a backup dispatch center, as a crisis negotiation workspace, or for other approved law enforcement purpose. The Mobile Command vehicle serves as a resource management center, rallying point for outside resources, and location for centralized and unified command.
The Mobile Command Vehicle can be used by staff who have been properly trained in the safe handling of the vehicle.

Fiscal Impacts:
Total cost of the Mobile Command Vehicle was $211,000. $135,000 was funded by State Grant and the remainder $76,000 was allocated through a General Fund Budget Amendment from the 2018-2020 Biennial Budget.

Legal/Procedural Rules Governing Use:
It is the policy of the Department to use the MCV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Training Required:
Members of the Crisis Negotiations Team and Tactical Dispatchers receive annual training on the internal electrical system.

Annual Report 2022

Use Summary:
During the 2022 calendar year, the Newark Police Department documented (7) Mobile Command Vehicle (MCV) deployments. In these cases, the MCV was deployed to assist the Field Operations Division as a resource management center for public relations events where the public could connect with city personnel. On one occasion the MCV was used as an operations center for tactical dispatch and crisis negotiations during a Field Operations incident.

Complaints Received: No complaints were received regarding MCV usage.
Internal Audit A review of MCV deployments determined its use was within policy and no violations of the military equipment use policy were identified.
Quantity Possessed: 1
Annual Cost: There is a general ongoing maintenance cost (oil changes, vehicle service etc.) including DMV registration in accordance with other department fleet vehicles. There are no other specialized costs with this equipment. No formalized training is required to drive this class “C” vehicle.
Anticipated Purchase(s): There is no anticipated purchase of this equipment in the coming future.

Equipment Name: Patrol Rifles - Colt AR-15 ; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 30	Lifespan: 10 years
Equipment Capabilities: Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects.	
Manufacture Product Description: The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon. AR-15 style barrel lengths varying from 10.3 to 16 inches. • COLT AR-15 Carbine Patrol Rifle: 25 • Rock River Arms AR-15 Carbine Patrol Rifle: 5	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: $1,050 ea	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Officers must successfully complete a CA POST certified 16-hour tactical rifle course as well as regular department firearms training and qualifications as required by law and policy. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (2) patrol rifle deployments during training only. In these cases, patrol rifles were deployed in accordance with training needs to qualify and maintain proficiency with the rifle at an authorized police range.	
Complaints Received: No complaints were received regarding patrol rifle usage.	
Internal Audit A review of the patrol rifle deployments found their use was within policy and no violations of the military equipment use policy were identified.	
Quantity Possessed: 30	
Annual Cost: There are no reoccurring costs with the possession of the patrol rifles except for replacement of broken parts which occur randomly.	

Anticipated Purchase(s):
In the coming year the department anticipates replacing the current (30) patrol rifles and purchasing (5) additional rifles.

Equipment Name: M4 Style Platform Automatic SWAT Rifle; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 15	Lifespan: 10 yrs
Equipment Capabilities: Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects.	
Manufacture Product Description: • Sig Sauer SIG516 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in 5.56 caliber with flip up rear adjustable sights: 6 • Colt 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in .223 caliber with flip up rear adjustable sights: 6 • Bushmaster 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in .223 caliber with flip up rear adjustable sights: 3	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: $2,100 ea.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Only current NPD SWAT Team Members who have: 1) completed a 16 hour POST approved tactical rifle course. 2) successfully passed the NPD SWAT Rifle Qualification course and 3) enrolled in or successfully completed a POST approved Basic SWAT School course shall be authorized to utilize an M4 style platform. Users must continually display proficiency by successfully passing quarterly (4) qualification courses each calendar year. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (5) SWAT rifle deployments. In these cases, SWAT rifles were deployed in accordance with training needs to qualify and maintain proficiency with the rifle at an authorized police range.	
Complaints Received: No complaints were received regarding patrol rifle usage.	

Internal Audit A review of the SWAT rifle deployments determined their use was within policy and no violations of the military equipment use policy were identified.
Quantity Possessed: 15
Annual Cost: There are no reoccurring costs with the possession of the SWAT rifles except for replacement of broken parts which occur randomly.
Anticipated Purchase(s): There are no anticipated purchases for the coming year.

Equipment Name: Compact Heckler Koch Submachine Gun; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 7	Lifespan: 10 Years
Equipment Capabilities: The submachine gun is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. It is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon. It is a short-barreled weapon which allows a trained officer better control inside of structures with greater accuracy than a handgun.	
Manufacture Product Description: Heckler Koch MP5 is a submachine gun using a blowback operating system for reliability, accuracy, and ease of handling in confined spaces. The barrels are cold hammer forged with the body consisting of stamped high strength steel and modern polymers. • Heckler and Koch MP5 40cal with safe/semi/3rd burst/auto selector switch .40cal: 2 • Heckler and Koch MP5 9mm with safe/semi/3rd burst/auto selector switch 9mm: 5	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: $3,025 per rifle	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short-barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Officers must successfully complete a CA POST certified 16-hour tactical rifle course as well as regular department firearms training and qualifications as required by law and policy. Only members that have successfully completed NPD sub gun range qualification are authorized to use these weapons.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (0) HK submachine gun deployments.	
Complaints Received: No complaints were received regarding patrol rifle usage.	
Internal Audit No internal audit was conducted as there were no deployments for 2022	
Quantity Possessed: 7	
Annual Cost: There are no reoccurring costs with the possession of the HK submachine guns.	
Anticipated Purchase(s): There are no anticipated purchases for the coming year.	

Equipment Name: .308 Bolt Action Rifle – Accuracy International AE and ammo; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 2	Lifespan: 10 years
Equipment Capabilities: The Accuracy International AE .308 rifle enables the stopping of an armed subject at a safe distance. The rifle is capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. Additionally, the rifle, paired with the scope, creates a system which will allow for a trained sniper to gather real time information through observation at safe distances.	
Manufacture Product Description: The Accuracy International AE is a bolt action rifle manufactured for precision shooting. The rifle delivers a single .308 caliber shot from a short action rifle system. The Accuracy International AE rifle delivers precision accuracy in a powerful and rugged design. Features include a 24 inch floating barrel, a 5 round capacity magazine, manual safety, synthetic stock, carbon steel barrel, a Nightforce scope and Harris bi-pod. The rifle can deliver a precise shot engaging dangerous targets out to 600 meters and can be used for information gathering and observation at safe distances.	
Purpose/Authorized Uses: Accuracy International precision rifles are to be used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.	
Fiscal Impacts: $5,500 each.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312 – Firearms, Policy 408 - Special Weapons and Tactics.	
Training Required: SWAT Snipers must successfully complete SWAT school. SWAT Snipers must attend a 40 hour POST approved Basic Sniper School, and regularly train and qualify with various weapons systems including the .308 bolt action Sniper rifle to maintain proficiency. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (0) .308 Bolt Action Rifle deployments.	
Complaints Received: No complaints were received regarding .308 Bolt Action Rifle usage.	

Internal Audit No internal audit was conducted as there were no deployments for 2022
Quantity Possessed: 2
Annual Cost: There are no reoccurring costs with the possession of the .308 Bolt Action Rifle.
Anticipated Purchase(s): There are no anticipated purchases for the coming year.

Equipment Name: CS Gas systems- CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: <u>Owned:</u> (20) CTS Irritant Munitions 5230B – CS Baffled Canister Grenade <u>Sought :</u> (30) CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile (12) CTS Irritant Munitions 9430 – CS Tear Ball Grenade (12) CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister (12) CTS Irritant Munitions 6230 – CS Canister Grenade (25) CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder	Lifespan: 5 years
Equipment Capabilities: The use of CS Gas causes mucous membranes and exposed skin to become inflamed resulting in a temporary respiratory effect and discomfort.	
Manufacture Product Description: CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile – Spin Stabilized, 4.1" long liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. CTS Irritant Munitions 9430 – CS Tear Ball Grenade – "Rubber – ball" style grenades that upon initiation eject a powder payload of CS into a radius surrounding the device. Tear balls are primarily used for crowd control in indoor and outdoor situations. CTS Irritant Munitions 5230B – CS Baffled Canister Grenade – Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade – Large diameter flameless grenade posing no risk of fire and discharging a large powder payload instantaneously through multiple emission ports.	

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

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

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

Fiscal Impacts:
CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile - $23.37 / unit
CTS Irritant Munitions 9430 – CS Tear Ball Grenade - $ 44.49 / unit
CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade - $42.35 / unit
CTS Irritant Munitions 6230 – CS Canister Grenade - $27.19 / unit
CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder - $26.51 / unit
CTS Irritant Munitions 6230 – CS Canister Grenade - $41.93 / unit

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

Tear gas is governed by Penal Code § 22810.

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

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

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

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

Annual Report 2022

Use Summary: During the 2022 calendar year, the Newark Police Department documented (1) CS Gas systems deployment. In this case, CS gas was deployed in accordance with training needs to qualify and maintain proficiency with the gas at an authorized police training facility.
Complaints Received: No complaints were received regarding CS gas usage.
Internal Audit A review of the CS gas deployment found their use was within policy and no violations of the military equipment use policy were identified. We discovered during the replacement of expired CS gas supplies that our vendor included an additional CTS 4530 40mm Munition.
Quantity Possessed: Varied based on device listed above
Annual Cost: There are no reoccurring costs with the possession of the CS gas.
Anticipated Purchase(s): There are no anticipated purchases for the coming year.

Equipment Name: CTS 7290 – Flash Bang CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: Owned (32)/ Sought (40)	Lifespan: 5 Years
Equipment Capabilities: The device is intended to create a diversion during critical incidents in which the device deflagrates, emitting a bright light and thunderous noise to distract potentially dangerous individuals.	
Manufacture Product Description: The CTS 7290 – Flash Bang is the standard for diversionary flash-bang devices. The 7290 produces 165-180db and 6-8 million candela of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output. The device is an ATF-controlled Class C explosive device.	
Purpose/Authorized Uses: Used during critical incidents as a diversionary device to disorient/ distract potentially dangerous individuals. Device shall only be used by officers who have been trained in their proper use and deployment. Situations for use of the device may include but are not limited to - 1) In hostage and barricaded subject situations. 2) In high-risk warrant (search/ arrest) services where there may be extreme hazards to officers. 3) During Riot/ Crowd control and civil unrest incidents 4) During other high-risk situations where their use would enhance officer safety and a tactical advantage can be obtained. 5) During training exercises or approved demonstrations.	
Fiscal Impacts: $39.58/ CTS 7290 – Flash Bang	
Legal/Procedural Rules Governing Use: The use of flashbangs is governed by Newark Police Department Policy 300 – Use of Force and Policy 408.5.2 - Special Weapons and Tactics – Equipment. It is the policy of the NPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.	
Training Required: Specialized yearly department training via a POST Certified Noise-Flash-Diversionary Device Instructor.	
Other: CTS 7290 – Flash Bang only to be utilized by properly trained NPD SWAT/ CMT Personnel.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (5) flash bang system deployments. In these (5) cases, flash bangs were deployed during training in accordance with training needed to qualify and maintain proficiency with the device at an authorized police training facility.	
Complaints Received: No complaints were received regarding flash bang usage.	
Internal Audit A review of flash bang deployments determined that their use was within policy and no violations of the military equipment use policy were identified.	

Quantity Possessed: 32
Annual Cost: There are no reoccurring costs with the possession of these devices.
Anticipated Purchase(s): There are no anticipated purchases for the coming year.

Equipment Name: Pepperball TAC-SF launcher- CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: 3	Lifespan: 10 yrs
Equipment Capabilities: The TAC-SF semi-automatic pepperball launcher can launch over 250 .68 calibre pepperball projectiles containing 2% PAVA (OC) at an approximate distance of 150 feet per air tank charge providing distance and increasing safety.	
Manufacture Product Description: Pepperball TAC-SF is a compact lightweight modular launcher constructed of glass nylon. It launches standard .68 calibre round projectiles using a high-capacity air pressure system.	
Purpose/Authorized Uses: Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel using a pepper projectile system should not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.	
Fiscal Impacts: $1,900 ea.	
Legal/Procedural Rules Governing Use: Use is established under Newark Police Department Policy 308.47.2. - Control Devices and Techniques – Pepper Projectile Systems. It is the policy of the NPD to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force. Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.	
Training Required: Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device. Proficiency training shall be monitored and documented by POST certified less-lethal munitions and chemical agent instructors. All training and proficiency for control devices will be documented in the officer's training file.	
Annual Report 2022	
Use Summary: During the 2022 calendar year, the Newark Police Department documented (3) Pepperball system deployments. In (2) cases, the Pepperball system was used to assist the Field Operations Division during critical high stress incidents in a less than lethal capacity. (1) incident was in accordance with training needed to qualify and maintain proficiency with the gas at an authorized police range. The Pepperball system was NOT used in any crowd control situations.	
Complaints Received: No complaints were received regarding the Pepperball system usage.	
Internal Audit A review of Pepperball system deployments determined their use was within policy and no violations of the military equipment use policy were identified.	
Quantity Possessed: 3	

Annual Cost: There is no reoccurring cost for the possession of the Pepperball launchers. Forecasted costs related to maintaining inventory for previously approved Pepperball ammunition which occasionally needs to be replenished after being used in either the field or training environments.
Anticipated Purchase(s): There are no anticipated purchases of Pepperball systems in the coming year.

<table>
<tr><td colspan="2">Equipment Name: LMT Defense 40mm Launcher with 40mm kinetic energy projectiles- CA Gov’t Code § 7070 (c)(14)</td></tr>
<tr><td>Quantity Owned/Sought:

Owned:

(28) Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock

(180) Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round</td><td>Lifespan: 10 Years (Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock)

5 years (Defense Technology 6325- Exact Impact 40mm Standard Range Sponge Round)</td></tr>
<tr><td colspan="2">Equipment Capabilities: Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Department approved kinetic projectiles are fired from 40 mm launchers.</td></tr>
<tr><td colspan="2">Manufacture Product Description:

Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock – Tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The launcher will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/ sighting systems.

Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round – a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher’s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.</td></tr>
<tr><td colspan="2">Purpose/Authorized Uses: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the Kinetic Energy Projectiles may include, but are not limited to: 1) Self-destructive, dangerous and/or combative individuals. 2) Riot/ Crowd control and civil unrest incidents. 3) Circumstances where a tactical advantage can be obtained. 4) Potentially vicious animals. 5) Training exercises or approved demonstrations.</td></tr>
<tr><td colspan="2">Fiscal Impacts: $725.00/ Defense Technology 1425- 40mm LMT Tactical Single Launcher, Expandable Stock
$19.30/ Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round</td></tr>
<tr><td colspan="2">Legal/Procedural Rules Governing Use: The use of 40mm Kinetic Energy Projectiles is governed by Newark Police Department Policy 300 – Use of Force, 308.9 - Control Devices and Techniques – Kinetic Energy Projectile Guidelines and Policy 497 - First Amendment Assemblies

Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.</td></tr>
</table>

Training Required: Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device. Proficiency training shall be monitored and documented by a certified less-lethal munitions instructor. All training and proficiency for control devices will be documented in the officer's training file.
Other: Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD SWAT Personnel for the deployment of CTS Irritant Munitions 4330 – 40mm CS Liquid Barricade Projectile. Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD SWAT/CMT Personnel for the deployment of CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder.
Annual Report 2022
Use Summary: During the 2022 calendar year, the Newark Police Department documented (8) LMT 40mm deployments. In (7) of these incidents, the 40mm was deployed to assist the Field Operations Division during critical incidents with the apprehension of suspect offenders. In (1) incident the 40mm was used in accordance with training needs to qualify and maintain proficiency with the gas at an authorized police range. There were no 40mm deployments for crowd control purposes.
Complaints Received: An internal audit revealed that no complaints were received regarding this equipment.
Internal Audit A review of the 40mm deployments determined their use was within policy and no violations of the military equipment use policy were identified.
Quantity Possessed: 28
Annual Cost: There are no reoccurring costs with the possession of the LMT 40mm launcher units. Forecasted costs related to maintaining inventory for previously approved 40mm ammunition which occasionally needs to be replenished after being used in either the field or training environments.
Anticipated Purchase(s): There are no anticipated LMT 40mm launcher unit purchases for this year.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND RE-ADOPTING A MILITARY EQUIPMENT USE POLICY AS STATED IN CHAPTER 2.50 "MILITARY EQUIPMENT USE POLICY" TO TITLE 2. "ADMINISTRATION AND PERSONNEL" OF THE NEWARK MUNICIPAL CODE IN COMPLIANCE WITH ASSEMBLY BILL 481

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

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

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

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

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

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

WHEREAS, on June 9, 2022, the City Council adopted Ordinance No. 536 approving and adopting a military equipment use policy identified as Newark Police Department Policy 709, having received the information required under Assembly Bill 481 regarding the Newark Police Department's use of military equipment as defined in said law and upon a finding of the specified determinations required under Government Code section 7071(d); and

WHEREAS, Government Code section 7072 provides that a law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use; and

WHEREAS, the law enforcement agency shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use; and

WHEREAS, the annual military report shall include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was used and the purpose of its use;

b. A summary of any complaints or concerns received concerning the military equipment;

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;

e. The quantity possessed for each type of military equipment;

f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment; and

WHEREAS, Government Code section 7071(d) provides the governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the following standards for approval:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth

above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the Newark Police Department's annual military equipment report was posted on the department's internet website on March 7, 2023 and no more than thirty (30) days prior to the well-publicized public meeting concerning the renewal of the military equipment at issue in compliance with Government Code Section 7072 (b); and

WHEREAS, the Newark Police Department seeks renewal of Policy 709; and

WHEREAS, the City Council of the City of Newark, having received the information required under Assembly Bill 481 regarding the Newark Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq*., deems it to be in the best interest of the City to approve and renew the Newark Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Newark Police Department Policy 709.

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

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

SECTION 2. Determinations.

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

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).

2. The Newark Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

3. The Newark Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

4. The military equipment identified in the Newark Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.

5. Prior military equipment use by the Newark Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

6. The Newark Police Department's Military Equipment Use Policy, Policy 709, setting forth the City's military equipment use policy is approved and renewed.

SECTION 3. Severability.

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

SECTION 4. CEQA.

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

SECTION 5. Publication and effective date.

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

Newark Police Department

May 11, 2023



2022 Military Equipment

Annual Report

2022 Military Equipment Annual Report

Newark Police Department

Why AB 481?

September 30, 2021 - Gov. Newsom signed 8 police reform bills, including Assembly Bill 481: Military Equipment, Funding, Acquisition and Use

- Increase transparency, accountability, oversight for acquisition and use of equipment
- Provide safeguards to protect public's welfare, safety, civil rights, and liberties

3

2022 Military Equipment Annual Report

Timeline



January 1, 2022

AB 481 requires city to adopt policy via ordinance



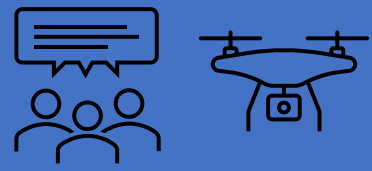
June 9, 2022

Our policy was adopted by City Council



March 7, 2023

Annual Report and Inventory was published on NPD website



April 4, 2023

Annual Use Report Community Engagement Meeting

Assembly Bill 481

Newark Police Department

What is considered “Military Equipment”?

(Defined per AB 481)

Assembly Bill 481

Newark Police Department

“Military Equipment”

- Armored Rescue and Mobile Command Vehicles
- Remote Powered Vehicles
  - Robots & Unmanned Aircraft Systems
- Specialized Firearms
  - Patrol & SWAT Rifles
- Flashbangs, Tear Gas, Pepper Ball & 40mm launchers

2022 Military Equipment Annual Report

City Council Responsibilities

- Ensure equipment is necessary & without alternative
- Ensure equipment is cost effective
- Review policy annually
- Ensure equipment safeguards welfare, safety, civil rights, & liberties
- Annually vote on renewal

Assembly Bill 481

Newark Police Department

Recommendation

Conduct a public hearing, waive full reading and introduce an Ordinance Approving and Re-Adopting a Military Equipment Use Policy as stated in Chapter 2.50, “Military Equipment Use Policy” of the Newark Municipal Code.

STAFF REPORT

Item F. 1.

DATE	05/11/2023
TO	Honorable Mayor and City Council Members
FROM	Gina Anderson, Chief of Police
SUBJECT	Presentation by Police Chief Gina Anderson on crime statistics in the City of Newark

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With a focus on enhancing community relationships and the facilitation of transparency and community trust, the 2022 Newark Police Department Annual Report is a summary of the policing activities in the City throughout calendar year 2022. Included in this presentation is a comparison of property crimes, persons crimes and traffic collisions as well as current Police Department initiatives.

Attachments

Presentation

Newark Police Department

May 11, 2023

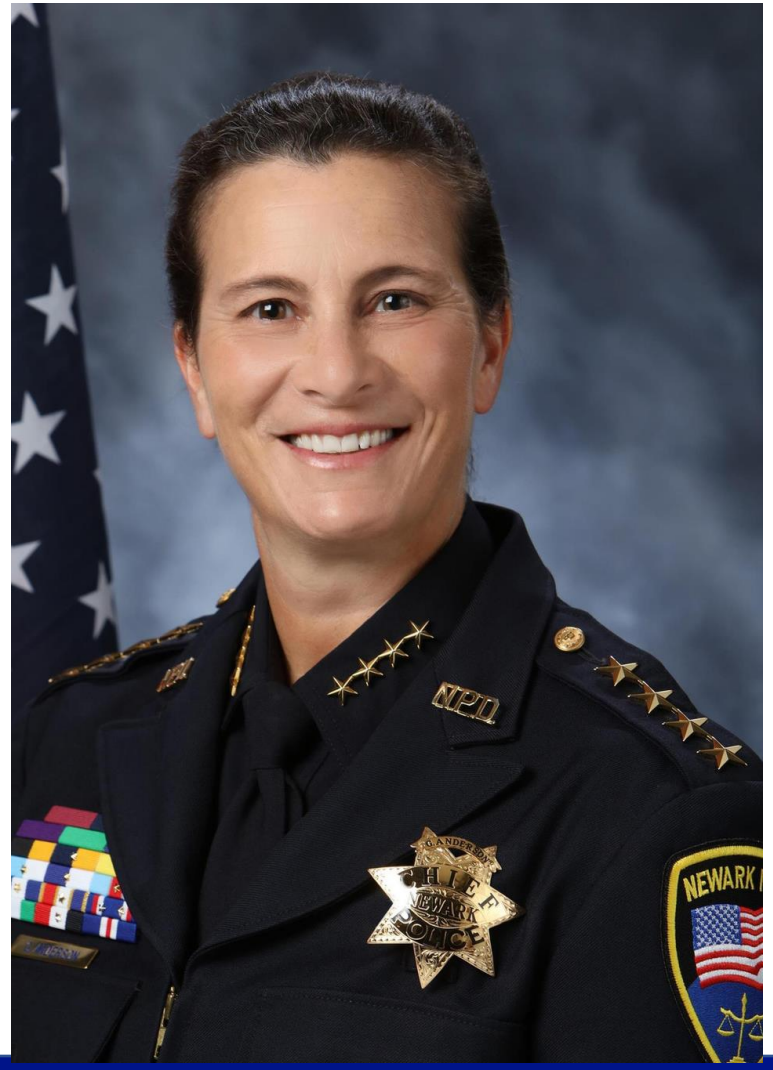


2022 Annual Report

Gina L. Anderson | Chief of Police

MESSAGE FROM THE CHIEF

May 11, 2023



On behalf of the brave men and women of the Newark Police Department, I am pleased to present our 2022 Annual Crime Report.

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

We look forward to continuing this for our trend in 2023 as we strive to improve the quality of life in Newark and enhance our partnerships with the community.

NEWARK POLICE DEPARTMENT

May 11, 2023

MISSION

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

VISION

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







STRATEGIC PLAN

May 11, 2023

THEMES:

- Employee Retention
- Recruitment
- Employee Wellness
- Technology
- Leadership Development

PILLARS:

- Communication
- Accountability
- Discipline
- Leadership Development
- Professionalism
- Trust

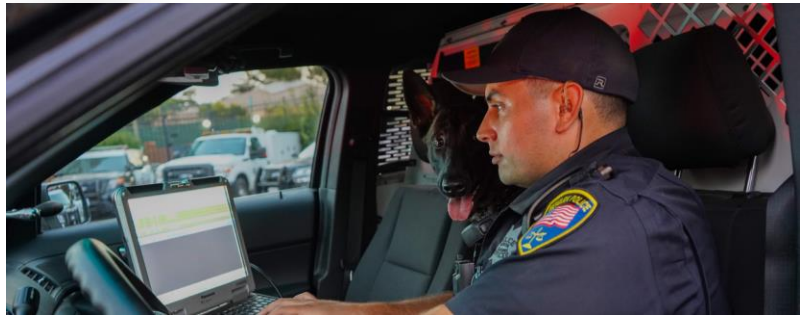
STRATEGIC PLAN ACCOMPLISHMENTS IN 2022

May 11, 2023

- Acting Sergeant
- Procedure Manual
- Employee Expectations
- Standardized Promotional and Specialized Assignment Processes
- Firework Social Host Ordinance
- Crime Analyst
- Support Services Manager
- Recruitment Plan
- RIPA
- Military Equipment Policy
- Peregrine
- Flock
- Employee Wellness (i.e. sleep room, up-down desks, etc)
- Enhanced FTO Program In Preparation for Influx of Recruits

NEWARK POLICE DEPARTMENT

May 11, 2023







AUTHORIZED PERSONNEL

Sworn Staff	58
Vacancies	11
Professional Staff	33

NEW HIRES FILLING VACANCIES

Lieutenant	1
Police Officer	3
Public Service Aid	1
Support Services Manager	1
Crime Analyst	1

LEADERSHIP DEVELOPMENT

Sergeant	1
Acting Sergeant	2
Lead Detective	1

LEADERSHIP ACADEMY GRADUATES

Emerging Leaders	3
Mid-Mangement	1
In Progress	3

RECRUITMENT & HIRING EFFORTS

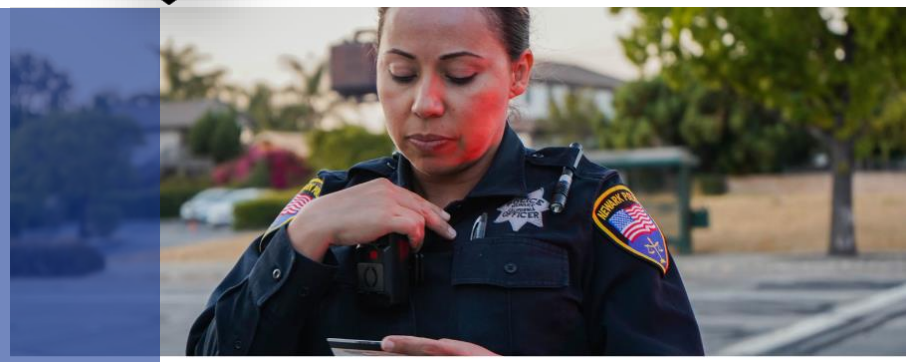
May 11, 2023

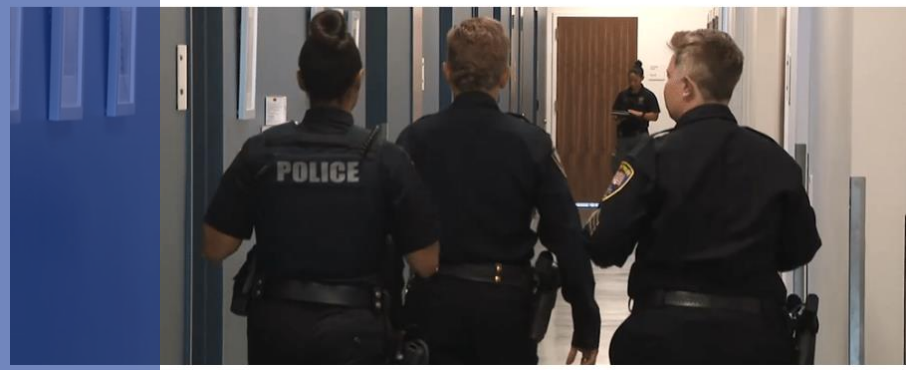


- Addition of a dedicated recruitment sergeant
- Recruit police officer hourly rate increased
- Lateral police officer hiring incentive program
- Employee referral incentive program
- Step for step hiring
- Lateral leave incentive
- Moving expense reimbursement
- Academy cost reimbursement
- Newly curated dedicated recruitment website

CALLS FOR SERVICE

May 11, 2023







TOTAL FIELD INCIDENTS

35,083

- Calls for Service 23,180
- Proactive Calls 11,903

DISPATCH

64,414

- Emergency Calls 14,634
- Incoming Calls 34,261
- Outgoing Calls 15,519

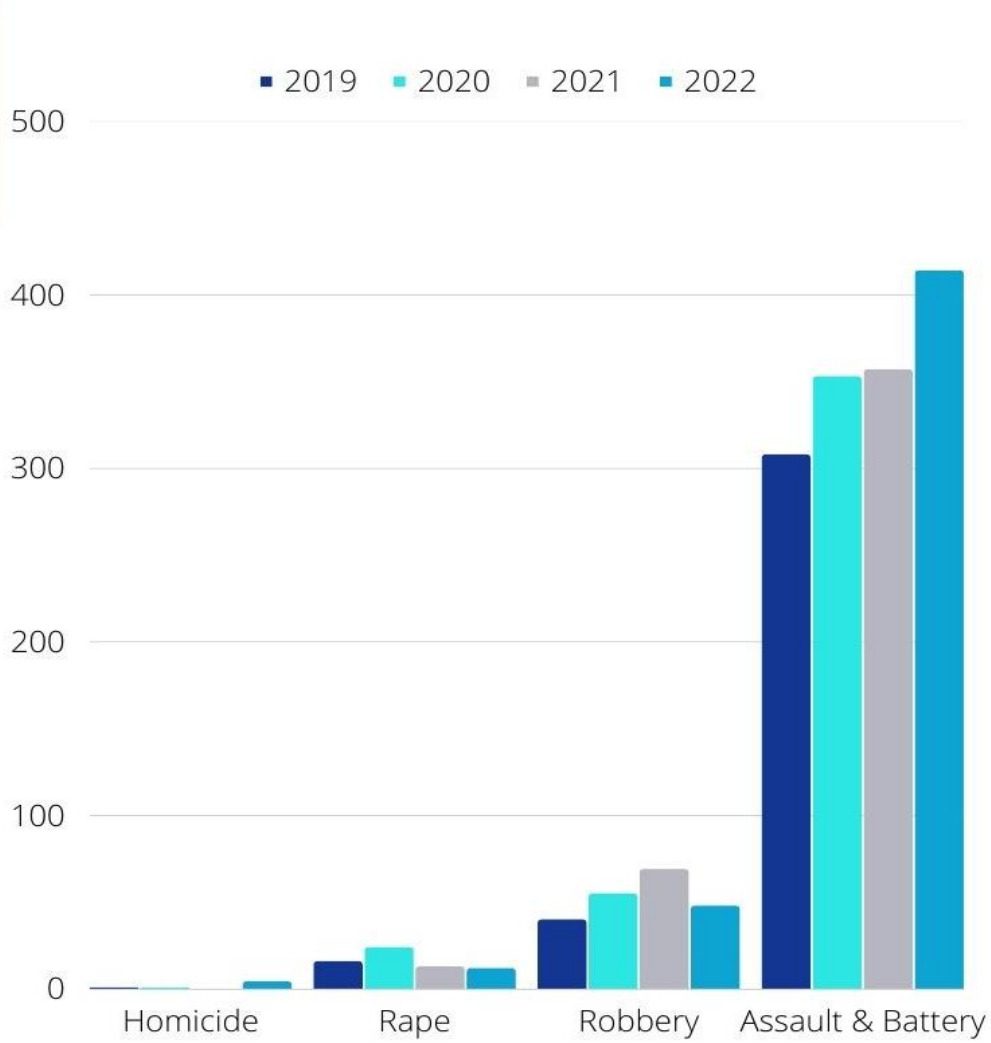
Answered Within 15 Seconds

- 911 98.97%
- Business 97.88%

PERSON CRIMES

May 11, 2023

	2019	2020	2021	2022*	2021 vs 2022
Homicide	1	1	0	4	-%
Rape	16	24	13	12	-7.7%
Robbery	40	55	69	48	-30.4%
Assault & Battery	308	353	357	414	16%

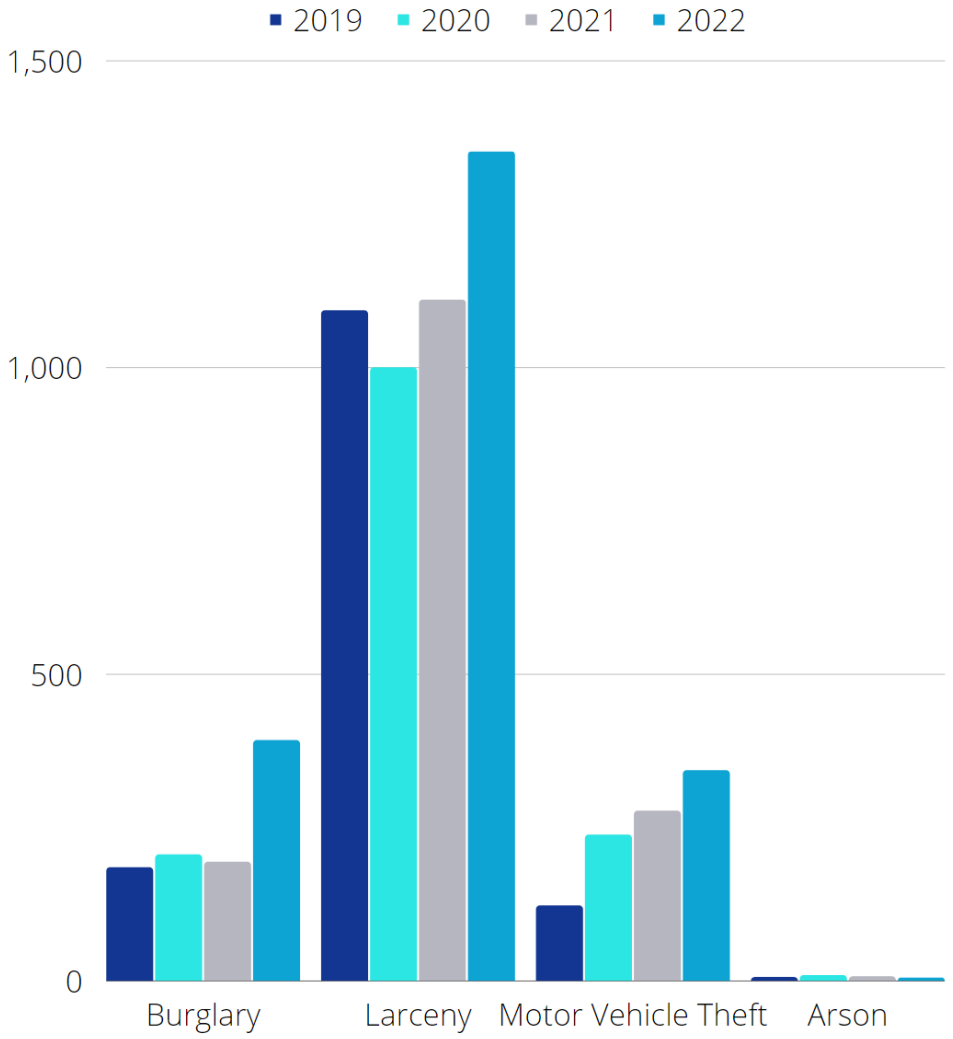


*2022 CIBRS/NIBRS data

PROPERTY CRIMES

May 11, 2023

	2019	2020	2021	2022	2022 vs 2021
Burglary*	185	206	194	392	102%
Larceny	1093	1000	1110	1352	21.8%
Motor Vehicle Theft	123	238	277	343	23.8%
Arson	6	9	7	5	-28.6%



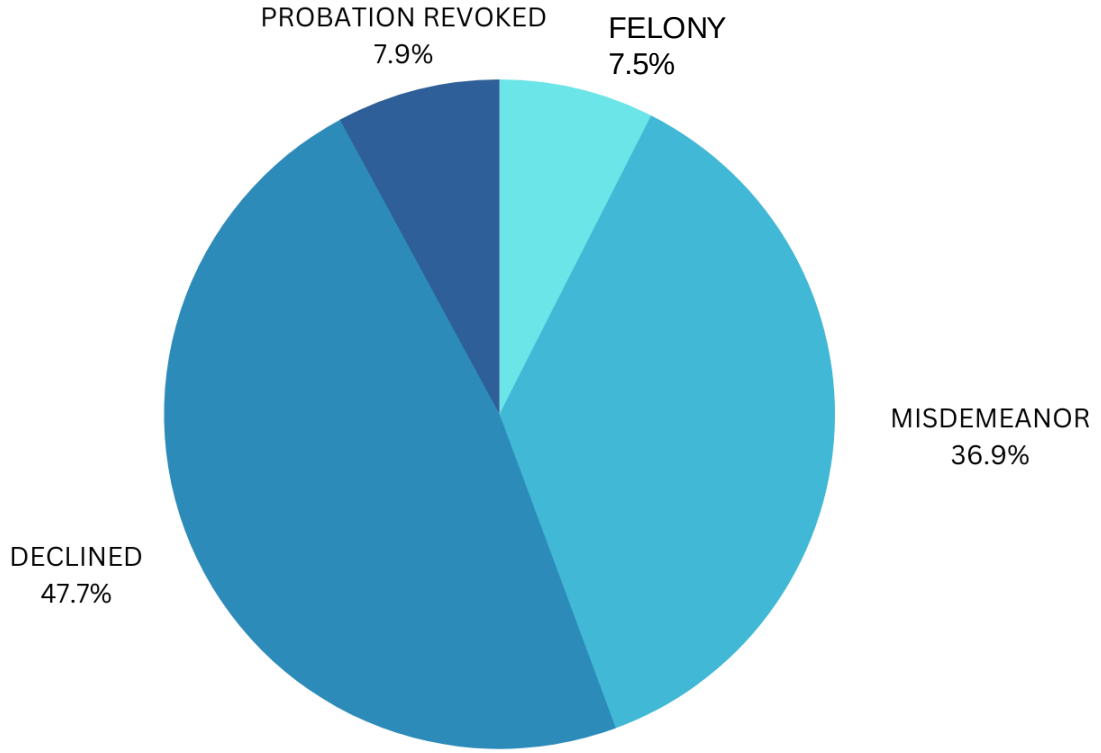
PROSECUTED CASES

May 11, 2022

PROESCUTED CASES

Criminal Cases Processed	5164
Cases Sent to DA	799
Charged Felony	53
Charged Misdemeanor	262
Prosecution Declined	339
Probation Revoked	56

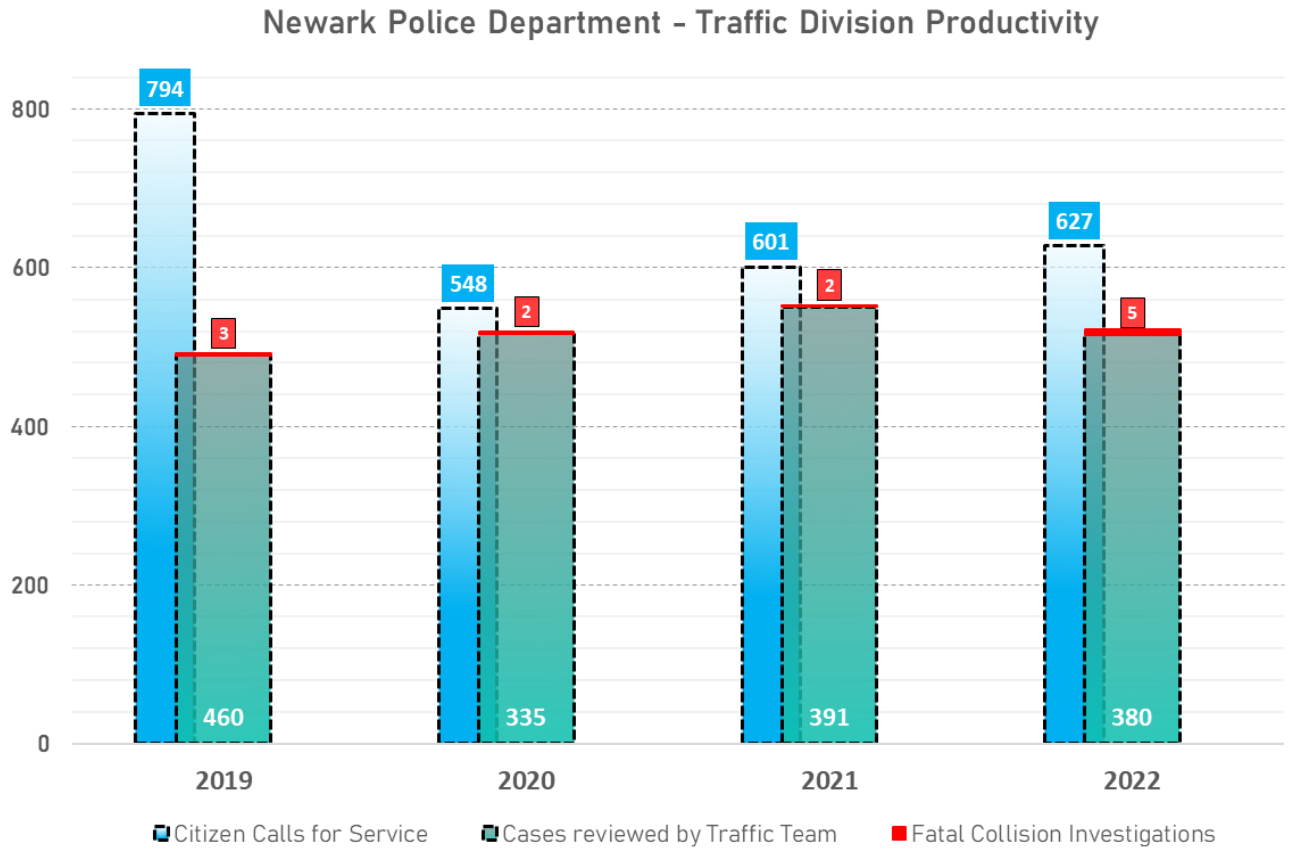
CASE DISPOSITION FROM DA: 710



COLLISION CALLS FOR SERVICE (CFS)

May 11, 2023

- In 2022:
  - 385 total collision cases taken
    - 282 non-injury collisions
    - 103 injury collisions
      - 5 fatal collisions
      - 16 major injury collisions
      - 82 minor injury collisions
  - 34 DUI involved collisions

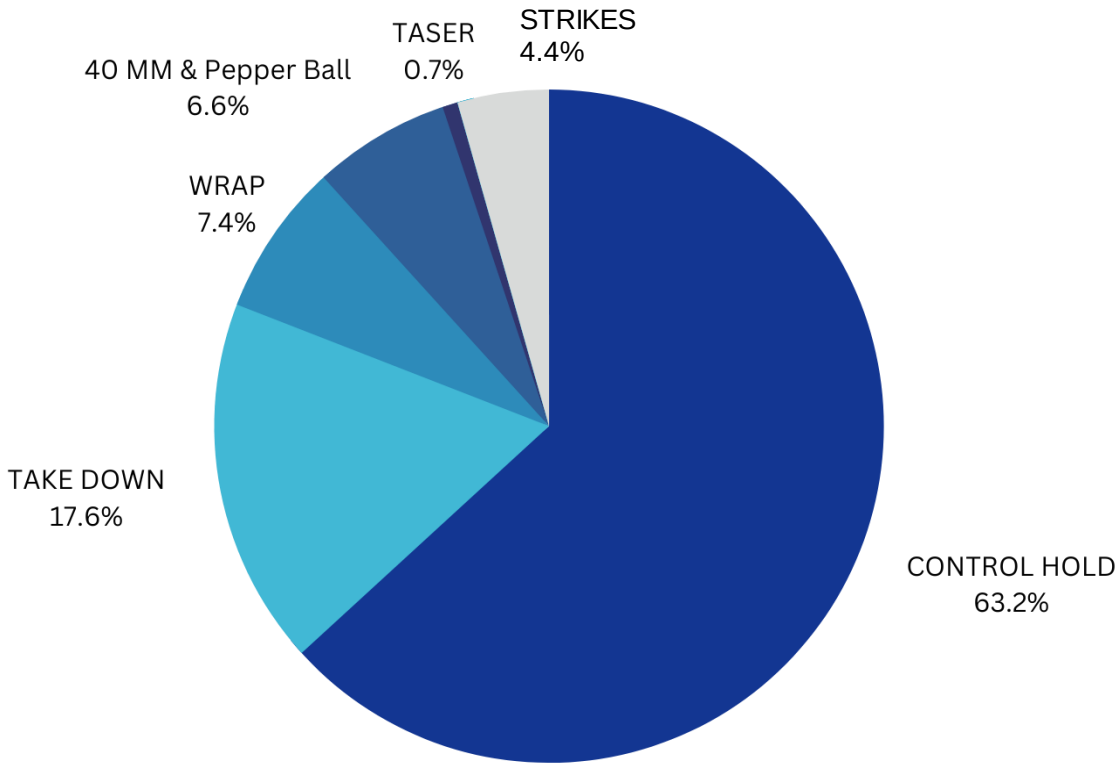


USE OF FORCE

May 11, 2023

Total Incidents Where Force Was Used	48
Use of Force Resulting in Serious Injury or Death to a Civilian	0
Officer Involved Shootings	0
In-Custody Deaths	0
Use of Force per Field Incident	<1%

TYPES OF FORCE USED:



ALPR ANNUAL REPORT SUMMARY

May 11, 2023

- 20 City Cameras | 16 HOA Cameras
  - 485 City Incidents | 145 HOA Incidents
- Internal Aduit Summary
- Significant Cases



ALPR DATA

Police Crime Reports:
73
Persons Arrested:
24
Recovered Stolen Vehicles:
51
Recovered Firearms:
15

COMMUNITY ENGAGEMENT: VOLUNTEERS

May 11, 2023







- NEIGHBORHOOD WATCH
- ADA PARKING COMPLIANCE
- VACATION HOME CHECKS
- MERCHANT WATCH
- GRAFFITI ABATEMENT
- EXPLORERS

COMMUNITY ENGAGEMENT EVENTS

June 9, 2022



- Merchant meetings with property owners and businesses during 459 series
- Document Shredding Event
- Faith & Blue Event
- National Night Out
- Citizen's Police Academy

COMMUNITY ENGAGEMENT EVENTS

May 11, 2023

- Family Day in the Park
- WSTB Physical Fitness Practice Tests (2)
- Halloween Event at Newpark Mall
- Newark Tree Lighting Event
- Partner with NUSD elementary schools and local Boy Scout Troops to tour new facility













OFFICER LED INITIATIVE

May 11, 2023

- Donated 250 turkeys to Viola Blythe w/ staff donations led by Traffic Sergeant Karl Fredstrom
- Detectives Joyce Wang, Andrew Musantry & Steven Losier continued collaborative efforts with SAVE and CALICO to collect gifts for those in need with a Holiday Toy Drive
- Special Olympics including the Torch Run and Awarding the Summer Games Athletes led by Lead Dispatcher Dawn Paige









QUESTIONS

NEWARK POLICE DEPARTMENT