



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, October 12, 2023
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Assemblymember Alex Lee ceremonial presentation of check for the Newark Resource Center and the Old Town PDA Road Diet
2. Manufacturing Week Proclamation
3. Senator Aisha Wahab California legislative update

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 September 28, 2023 minutes
3. Adopt a resolution authorizing the acceptance of the Organized Retail Theft (ORT) Prevention Grant Program through the Board of State and Community Corrections (BSCC) and amending the 2022-2024 Biennial Budget
4. Adopt a resolution approving a Letter of Understanding to the Memorandum of Understanding with the Newark Police Association

E. PUBLIC HEARINGS

F. OTHER BUSINESS

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. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

Members of the public may attend the meeting in person, watch via YouTube, or Cable Channel 26. The ability to observe via YouTube or Cable Channel 26 is predicated on those technologies being available and functioning without technical difficulties. Should those platforms not be available, or become non-functioning, or should the City Council otherwise encounter technical difficulties that make those platforms unavailable, the City Council will proceed with business in person unless otherwise prohibited by law.

How to view the meeting remotely:

YouTube live stream: <https://www.youtube.com/@cityofnewark3077/streams>

Copy/paste the YouTube URL into your browser if the link does not automatically open.

Cable Channel 26

Zoom will no longer be available for public participation unless required by Assembly Bill 2449.

How to submit written Public Comment:

Send an email to city.clerk@newark.org by 3:00 p.m. the day of the meeting. Please identify the agenda item number in the subject line of your email. Emails will be compiled into one file and will be distributed to the City Council before the meeting.

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

Council Meeting Access/Materials:

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

Pursuant to Government Code 54957.5, supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and will be posted at <https://www.newark.org/departments/city-manager-s-office/agendas-minutes> and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark

Boulevard, Newark CA. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection. For those persons who require special accommodations, please contact the City Clerk at least two days prior to the meeting at [City Clerk](#) or 510-578-4266.



STAFF REPORT

Item B. 1.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Assemblymember Alex Lee ceremonial presentation of check for the Newark Resource Center and the Old Town PDA Road Diet

Under the leadership of Assemblymember Alex Lee, California's 2023-24 State Budget included funding for the Newark Resource Center and the Old Town PDA Road Diet.

The allocation of \$1 million towards the Newark Resource Center will support capital costs to convert an existing building owned by the City to our first ever Resource Center. The Center will serve as an entry point for social services for the Newark community. Planned use includes contract services with various health and social service providers and Promotores programming.

The allocation of \$1 million towards the Old Town PDA Road Diet will improve access, safety, and connections for pedestrians, bicyclists, and transit users by widening sidewalks, installing new bicycle lanes and crosswalks, extending the curb, and constructing bus stop amenities. This project will serve as a catalyst for private reinvestment and revitalization in the heart of Newark.

Assemblymember Alex Lee will present a ceremonial check to Mayor Hannon to celebrate and commemorate this funding.



STAFF REPORT

Item B. 2.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Manufacturing Week Proclamation

Manufacturing Week is a national public awareness campaign on the value of modern manufacturing and the jobs it brings to communities. A proclamation has been prepared in honor of Manufacturing Week which will be held from October 4 through October 12. Morgan Pedersen from the Economic Development Division and members of the manufacturing community will accept the proclamation at the City Council meeting.

Attachments

Proclamation

PROCLAMATION NO. 1903

MANUFACTURING WEEK

WHEREAS, manufacturing is the backbone of America, powering our economy and building our middle class, and we celebrate the strength and resilience of the American worker and recommit to the investments and innovation that will ensure the future is Made in America; and

WHEREAS, we celebrate all that is made in America and recognize the importance of our Nation's manufacturers to every aspect of our lives, from the electronics we rely on, to the safely packaged foods we eat, the clothing we wear, the appliances and furniture in our homes, the cars we drive, and biotechnology that makes our world safer — American manufacturing is essential to our economy; and

WHEREAS, the manufacturing industry employs over 12 million Americans nation-wide and over 300 thousand citizens across the nine Bay Area counties directly and many more indirectly — providing high quality jobs to communities across the country and region and producing the highest quality goods in the world; and

WHEREAS, we recognize manufacturing as an evolving business which is becoming cleaner, greener, and more advanced; and

WHEREAS, the City of Newark was born from manufacturing innovation, such as salt production and the creation of the Wedgewood stove, and continues to be home to countless manufacturers that strengthen our economy and make our world a better place; and

WHEREAS, by participating in Manufacturing Week, the City of Newark has the opportunity to gain a deeper understanding of our local manufacturers;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim Wednesday, October 4, 2023, through Thursday, October 12, 2023, as

MANUFACTURING WEEK

in the City of Newark and encourage residents to appreciate how items they use every day came to exist.

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

Michael K. Hannon
Mayor



STAFF REPORT

Item B. 3.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Senator Aisha Wahab California legislative update

California State Senator Aisha Wahab represents the 10th District which includes the City of Newark. Senator Wahab will give a California legislative presentation at the City Council meeting.



STAFF REPORT

Item D. 1.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Bengil Ranillo, Accounting Assistant II
SUBJECT Approval of Audited Demands

Attachments

Audited Demands 09.13.23
Audited Demands 09.14.23
Audited Demands 09.20.23
Audited Demands 09.21.23

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 09/13/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/13/2023	9331 Accounts Payable	UNITED STATES POSTMASTER		15,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	BULK 2024-1	07/27/2023	BULK MAILING POSTAGE DEPOSIT FOR FY23/24		15,000.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1		\$15,000.00
	Checks:	1	\$15,000.00		

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 09/14/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/14/2023	9332 Accounts Payable	PRINTS CHARLES REPROGRAPHICS		1,180.65
	Invoice	Date	Description	Check Sort Code	Amount
	113495	08/24/2023	LARGE PRINTS 8/24/23		951.40
	112978	07/11/2023	DIGITAL PRESS COPIES		229.25
Check	09/14/2023	9333 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,093,290.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-24-046	08/23/2023	CONTRACT FIRE SERVICES - 08/23		1,093,290.00
Check	09/14/2023	9334 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		335.00
	Invoice	Date	Description	Check Sort Code	Amount
	1002-100423	09/11/2023	INTERNAL AFFAIRS INVESTIGATION-GUSTAVO ARROYO		335.00
Check	09/14/2023	9335 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		735.65
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 9.2.23	09/06/2023	GARNISH - CASE 21CV000937		735.65
Check	09/14/2023	9336 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		140,161.77
	Invoice	Date	Description	Check Sort Code	Amount
	0623-090523	08/24/2023	ACWD CITYWIDE WATER 06/23-09/05/23		140,161.77
Check	09/14/2023	9337 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		6,493.09
	Invoice	Date	Description	Check Sort Code	Amount
	87029	08/23/2023	SCHOOL CROSSING GUARD SVCS 08/06-08/19/23		6,493.09
Check	09/14/2023	9338 Accounts Payable	ALLIED AUTO STORES INC		1,281.32
	Invoice	Date	Description	Check Sort Code	Amount
	AUG' 23	08/31/2023	FLEET SUPPLIES 08/02/23-08/29/23		1,281.32
Check	09/14/2023	9339 Accounts Payable	ALPINE AWARDS INC		320.65
	Invoice	Date	Description	Check Sort Code	Amount
	6104271	08/21/2023	STAFF MEDALS		320.65
Check	09/14/2023	9340 Accounts Payable	AT&T		202.86
	Invoice	Date	Description	Check Sort Code	Amount
	2300-07012023	07/01/2023	CAPTION LISTING - 07/01-07/31/2023		101.43
	2300-08012023	08/01/2023	CAPTION LISTING - 08/01-08/31/2023		101.43
Check	09/14/2023	9341 Accounts Payable	BATTERY SYSTEMS INC		477.69

	Invoice	Date	Description	Check Sort Code	Amount
	35322308171352	08/21/2023	BATTERIES		477.69
Check	09/14/2023	9342 Accounts Payable	BAY CENTRAL PRINTING		85.88
	Invoice	Date	Description	Check Sort Code	Amount
	196435	08/22/2023	BUSINESS CARD IMPRINTING - PACHECO		85.88
Check	09/14/2023	9343 Accounts Payable	CLEARGOV INC.		14,150.82
	Invoice	Date	Description	Check Sort Code	Amount
	2023-12973	04/30/2023	CG OPERATIONAL BUDGET BUILDER 04/30/23-04/29/2024		14,150.82
Check	09/14/2023	9344 Accounts Payable	DAILY JOURNAL CORPORATION		178.75
	Invoice	Date	Description	Check Sort Code	Amount
	B3730313	08/29/2023	PH NOTICE - 38600 CEDAR - WAYMARK PROJECT - 8/29/23		126.25
	B3709835	06/13/2023	SUMMARY OF AN ORDINANCE PUBLISHED 6/13/2023		52.50
Check	09/14/2023	9345 Accounts Payable	DEAF PLUS ADULT COMMUNITY INC.		14,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	ARPANONPROFIT-01	09/13/2023	DEAF PLUS COMMUNITY GRANT PAYMENT		14,000.00
Check	09/14/2023	9346 Accounts Payable	EAST BAY LAWN MOWER		234.79
	Invoice	Date	Description	Check Sort Code	Amount
	38148	09/05/2023	SMALL EQUIPMENT PARTS 9/5/23		234.79
Check	09/14/2023	9347 Accounts Payable	FEDEX		17.80
	Invoice	Date	Description	Check Sort Code	Amount
	8-248-81297	09/08/2023	PACKAGE DELIVERY 8/31/23		17.80
Check	09/14/2023	9348 Accounts Payable	FREMONT FORD		29.44
	Invoice	Date	Description	Check Sort Code	Amount
	217760	09/08/2023	FLEET PARTS - OIL DRAIN		29.44
Check	09/14/2023	9349 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		3,689.00
	Invoice	Date	Description	Check Sort Code	Amount
	E 210002B	07/01/2023	MAINTENANCE CONTRACT JULY 2023-CH, LIB, PD		3,689.00
Check	09/14/2023	9350 Accounts Payable	GAIL M. GOLDMAN ASSOCIATES, LLC		19,700.00
	Invoice	Date	Description	Check Sort Code	Amount
	3	07/27/2023	PUBLIC ART CONSULTING SERVICES - PHASE II JUL 2023		19,700.00
Check	09/14/2023	9351 Accounts Payable	GRAINGER		7.17
	Invoice	Date	Description	Check Sort Code	Amount
	9797747780	08/09/2023	FS #28 PARTS-INSERT		7.17
Check	09/14/2023	9352 Accounts Payable	GREENSFELDER COMMERCIAL REAL ESTATE LLC		3,852.50
	Invoice	Date	Description	Check Sort Code	Amount
	NEWARK 23-07	07/31/2023	URBAN PLANN, REAL ESTATE ADVISORY & IMPLEMENTATION 7/3-7/31/23		3,852.50
Check	09/14/2023	9353 Accounts Payable	HARRINGTON INDUSTRIAL PLASTICS LLC		482.55
	Invoice	Date	Description	Check Sort Code	Amount

	003S3195	12/30/2022	SILLIMAN ADAPTER, VALVE, PRIMER AND SOLVENT	389.47
	003S3196	12/30/2022	SILLIMAN SUPPLIES-BUSHING AND COUPLINGS	93.08
Check	09/14/2023	9354 Accounts Payable	HDL SOFTWARE, LLC	14,163.14
	Invoice	Date	Description	Check Sort Code
	SIN029763	07/18/2023	BL SOFTWARE RENEWAL & PAYMENT SERVICES ANNUAL FEE 08/23 - 07/24	10,163.14
	SIN029764	07/18/2023	UUT SUPPORT & INDUSTRY MONITORING - JUL 2023	2,000.00
	SIN030708	08/22/2023	UUT SUPPORT & INDUSTRY MONITORING - AUG 2023	2,000.00
Check	09/14/2023	9355 Accounts Payable	DAVID HIGBEE	229.24
	Invoice	Date	Description	Check Sort Code
	0828-083023EXP	09/07/2023	FIELD TRAINING PROGRAM SUPERVISOR-DAVID HIGBEE	229.24
Check	09/14/2023	9356 Accounts Payable	HILLYARD	795.63
	Invoice	Date	Description	Check Sort Code
	605216223	08/21/2023	SILLIMAN LINERS	795.63
Check	09/14/2023	9357 Accounts Payable	NICHOLAS ICASIANO	53.00
	Invoice	Date	Description	Check Sort Code
	090623EXP	09/07/2023	NICHOLAS ICASIANO CLASS A LICENSE RENEWAL 9/6/23	53.00
Check	09/14/2023	9358 Accounts Payable	CATHREENE INGHAM-WATTERS	1,699.00
	Invoice	Date	Description	Check Sort Code
	092523EXP	09/08/2023	2023 CALGOVHR INSTITUTE AND CERTIFICATION	1,699.00
Check	09/14/2023	9359 Accounts Payable	ISH AMITJO Kaur	8,316.00
	Invoice	Date	Description	Check Sort Code
	0626-080423	09/05/2023	THEATER FACTORY CLASSES FOR 6/26-8/4/23	8,316.00
Check	09/14/2023	9360 Accounts Payable	BULBULNAZ JALALIDIN (NAZ)	378.49
	Invoice	Date	Description	Check Sort Code
	070823-072523EXP	09/12/2023	ITEMS FOR SMALL BUSINESS WORKSHOPS - 7/2023	87.04
	082423-082523EXP	09/12/2023	EDIBLE ITEMS - NEWARK CHAMBER OF COMMERCE INTERVIEW 08/2023	291.45
Check	09/14/2023	9361 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	696.46
	Invoice	Date	Description	Check Sort Code
	55Y1394194	08/25/2023	COPIER LEASE YEAR 2 OF 5 - TONER FINANCE 08/23	696.46
Check	09/14/2023	9362 Accounts Payable	KBA DOCUMENT SOLUTIONS	5,162.80
	Invoice	Date	Description	Check Sort Code
	102801	07/13/2023	LEASE PAYMENT 1900869003 - 7/5/23 - 8/4/23	204.80
	104391	07/25/2023	LEASE PAYMENT 1900869002 - 7/15/23 - 8/14/23	4,734.71
	109562	08/15/2023	LEASE PAYMENT 1900869003 - 8/5/23 - 9/4/23	223.29
Check	09/14/2023	9363 Accounts Payable	NAPA AUTO PARTS	2,150.45
	Invoice	Date	Description	Check Sort Code
	AUG' 23	08/31/2023	NAPA-FLEET SUPPLIES	2,150.45
Check	09/14/2023	9364 Accounts Payable	LEXIPOL LLC	8,648.22
	Invoice	Date	Description	Check Sort Code
	INVLEX18159	07/12/2023	POLICY MANUAL UPDATES 08/01/23-07/31/24	8,648.22

Check	09/14/2023	9365 Accounts Payable	LOOMIS	754.44
	Invoice	Date	Description	Check Sort Code
	13301129	07/31/2023	ARMORED CAR SERVICE - 07/23	378.55
	13321907	08/31/2023	ARMORED CAR SERVICE - 08/23	375.89
Check	09/14/2023	9366 Accounts Payable	MANERI SIGN CO INC.	2,060.62
	Invoice	Date	Description	Check Sort Code
	40014678	08/08/2023	MAST ARM EXTENDERS	2,060.62
Check	09/14/2023	9367 Accounts Payable	MARK GOTHARD	6,522.40
	Invoice	Date	Description	Check Sort Code
	62923083123	09/05/2023	KARATE CLASSES FOR 6/29-8/31/23	6,522.40
Check	09/14/2023	9368 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION	12,849.50
	Invoice	Date	Description	Check Sort Code
	206356	06/21/2023	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 5/31/23	12,597.00
	207448	07/21/2023	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 6/30/23	252.50
Check	09/14/2023	9369 Accounts Payable	MIKE YORKS INVESTIGATIONS	3,075.00
	Invoice	Date	Description	Check Sort Code
	2023-33	08/21/2023	BACKGROUND INVESTIGATIONS 06/05-08/21/2023	3,075.00
Check	09/14/2023	9370 Accounts Payable	MISSION LINEN SUPPLY - UNIFORM	2,091.63
	Invoice	Date	Description	Check Sort Code
	AUG' 23	08/31/2023	UNIFORM/MATS AUGUST 2023	2,091.63
Check	09/14/2023	9371 Accounts Payable	STEPH MUFSON CREATIONS LLC DBA THE PARADE GUYS	14,700.00
	Invoice	Date	Description	Check Sort Code
	21799	08/09/2023	RENT, DESIGN, CONSTRUCTION FOR NEWARK DAYS FLOAT 2023	7,350.00
	21800	09/12/2023	RENT, DESIGN, CONSTRUCTION FOR NEWARK DAYS FLOAT 2023	7,350.00
Check	09/14/2023	9372 Accounts Payable	ANDREW MUSANTRY	891.22
	Invoice	Date	Description	Check Sort Code
	0815-081823EXP	09/07/2023	CHIA CONFERENCE 2023	891.22
Check	09/14/2023	9373 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	17,777.81
	Invoice	Date	Description	Check Sort Code
	4236	09/06/2023	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 08/01-08/31/23	17,777.81
Check	09/14/2023	9374 Accounts Payable	PERFORMANCE PEST MANAGEMENT	1,997.00
	Invoice	Date	Description	Check Sort Code
	70184	08/22/2023	PEST SERVICES - SILLIMAN #12710 8/22/23	1,020.00
	70189	08/22/2023	PEST SERVICES - PD #104419 8/22/23	175.00
	70187	08/28/2023	PEST SERVICES - SERVICE CENTER #102702 8/22/23	185.00
	70183	08/22/2023	PEST SERVICES - CITY HALL #102699 8/22/23	175.00
	70199	08/22/2023	PEST SERVICES - LIBRARY #116524 8/22/23	175.00
	70015	08/22/2023	PEST SERVICES - CITY HALL #102699 8/22/23	267.00
Check	09/14/2023	9375 Accounts Payable	PUBLIC SAFETY FAMILY COUNSELING GROUP, INC.	25,000.00

	Invoice	Date	Description	Check Sort Code	Amount
	2324-105	08/08/2023	PSYCHOLOGICAL SERVICES ANNUAL CONTRACT FY 23/24		25,000.00
Check	09/14/2023	9376 Accounts Payable	RELIABLE TRANSLATIONS INC.		2,659.93
	Invoice	Date	Description	Check Sort Code	Amount
	25326	07/05/2023	INTERP/TRNSL SVCS - CANTONESE INTERPRETER - 7/5/23		231.00
	25373	07/11/2023	INTERP/TRNSL SVCS-SM BUS EMRGNCY PREP WRKSHP - FIRE EXT 7/11/23		645.08
	25425	07/18/2023	INTERP/TRNSL SVCS-SM BUS EMRGNCY PREP WRKSHP - CPR/ATM 7/18/23		337.08
	25477	07/25/2023	INTERP/TRNSL SVCS-SM BUS EMRGNCY PREP WRKSHP - PEP 7/25/23		1,446.77
Check	09/14/2023	9377 Accounts Payable	SIERRA DISPLAY INC		2,923.80
	Invoice	Date	Description	Check Sort Code	Amount
	27228	08/25/2023	NEW DATE PATCHES FOR NEWARK DAYS BANNERS		2,923.80
Check	09/14/2023	9378 Accounts Payable	SIMON & COMPANY INC		1,720.00
	Invoice	Date	Description	Check Sort Code	Amount
	08-2023	08/25/2023	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE AUGUST 2023		1,720.00
Check	09/14/2023	9379 Accounts Payable	ISABEL ZAMORA		900.00
	Invoice	Date	Description	Check Sort Code	Amount
	0006007	08/16/2023	K9 TRAINING JULY 2023		900.00
Check	09/14/2023	9380 Accounts Payable	STANTEC CONSULTING SERVICES INC		22,761.00
	Invoice	Date	Description	Check Sort Code	Amount
	2107252	07/19/2023	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 6/23/23		6,792.00
	2113548	08/03/2023	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 7/28/23		15,969.00
Check	09/14/2023	9381 Accounts Payable	STAPLES		915.46
	Invoice	Date	Description	Check Sort Code	Amount
	8071268910	08/15/2023	OFFICE SUPPLIES 8/3-8/14/23		915.46
Check	09/14/2023	9382 Accounts Payable	TARGET SPECIALTY PRODUCTS		927.11
	Invoice	Date	Description	Check Sort Code	Amount
	INVP501255765	08/23/2023	PARK SUPPLIES - TARGET PRO SPREADER ACTIVATOR		927.11
Check	09/14/2023	9383 Accounts Payable	TEXT MY GOV		8,073.00
	Invoice	Date	Description	Check Sort Code	Amount
	501455	07/03/2023	TEXT MY GOV AUG 2023 - JUL 2024		8,073.00
Check	09/14/2023	9384 Accounts Payable	THE ED JONES CO INC		1,810.61
	Invoice	Date	Description	Check Sort Code	Amount
	53919	06/30/2023	BADGES & INSIGNIA - THE GREAT POLICE		1,810.61
Check	09/14/2023	9385 Accounts Payable	THE KPA GROUP		31,533.00
	Invoice	Date	Description	Check Sort Code	Amount
	001	08/31/2023	ON-CALL ARCHITECTURAL SERVICES 08/01-08/31/23		31,533.00
Check	09/14/2023	9386 Accounts Payable	TYLER TECHNOLOGIES, INC.		87,575.53
	Invoice	Date	Description	Check Sort Code	Amount
	045-428738	08/01/2023	ANNUAL SUPPORT & UPDATE LICENSING 09/01/23-08/31/24		78,075.70

	045-430247	08/01/2023	TIMEKEEPING AND ADVANCE SCHEDULING IMPLEMENTATION 9/1/23-8/31/24	9,624.75
	045-430303	07/18/2023	CONVERSION SERVICES - FIN MGMT, MISC BILLING, HR MGMT	61,000.00
	045-435404	08/25/2023	CLEANUP AGAINST TAX PORTION OF INV045-430305	967.50
	045-430305	07/18/2023	CR MEMO AGAINST INV045-430303	(61,967.50)
	045-436427	08/31/2023	RETURNS & ALLOWANCES - NW ERP SUPPORT & UPDATE LIC	(124.92)
Check	09/14/2023	9387 Accounts Payable	ULINE	2,916.92
	Invoice	Date	Description	Check Sort Code Amount
	166644644	08/01/2023	ROOM DIVIDERS	1,596.07
	166644645	08/01/2023	OFFICE STORAGE AND FILE CABINETS	1,320.85
Check	09/14/2023	9388 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	35,027.00
	Invoice	Date	Description	Check Sort Code Amount
	2023-0801	08/30/2023	JANITORIAL SERVICES - CITYWIDE AUGUST 2023	35,027.00
Check	09/14/2023	9389 Accounts Payable	ORION SECURITY	8,898.65
	Invoice	Date	Description	Check Sort Code Amount
	122863	08/26/2023	UNARMED, UNIFORMED SECURITY OFFICER 8/21/23 - 8/25/23	1,444.00
	122810	08/19/2023	UNARMED, UNIFORMED SECURITY OFFICER 8/14/23 - 8/17/23	1,155.20
	122745	08/12/2023	UNARMED, UNIFORMED SECURITY OFFICER 8/7/23 - 8/11/23	1,389.85
	122730	08/05/2023	UNARMED, UNIFORMED SECURITY OFFICER 7/30/23 - 8/5/23	1,155.20
	122469	07/29/2023	UNARMED, UNIFORMED SECURITY OFFICER 7/24/23 - 7/28/23	1,444.00
	123070	09/02/2023	UNARMED, UNIFORMED SECURITY OFFICER 8/28/23 - 8/31/23	1,155.20
	123142	09/09/2023	UNARMED, UNIFORMED SECURITY OFFICER 9/5/23 - 9/8/23	1,155.20
Check	09/14/2023	9390 Accounts Payable	ORELLANA , HECTOR	1,000.00
	Invoice	Date	Description	Check Sort Code Amount
	2024-00000466	09/12/2023	RETURNING SPECIAL EVENT PERMIT SECURITY DEPOSIT	1,000.00
Check	09/14/2023	9391 Accounts Payable	RAJIDI , POORNA	1,000.00
	Invoice	Date	Description	Check Sort Code Amount
	2022-5214	09/07/2023	ENCP2022-0100 RFND	1,000.00
EFT	09/14/2023	704 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING 122037760 / 001064667052	8,054.68
	Invoice	Date	Description	Check Sort Code Amount
	15393	07/31/2023	IT SUPPORT - 7/1-7/31/23	8,054.68
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 61	\$1,649,616.12
	Checks:	60	\$1,641,561.44	
	EFTs:	1	\$8,054.68	

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/20/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/20/2023	9392 Accounts Payable	RAY RABELO		5,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	1000	07/20/2023	MARIACHI FESTIVAL CONTRACT FOR 7/16/23		5,000.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1		\$5,000.00
	Checks:	1	\$5,000.00		

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 09/21/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	09/21/2023	9393 Accounts Payable	4IMPRINT, INC.		1,966.25
	Invoice	Date	Description	Check Sort Code	Amount
	11498880	08/02/2023	PICNIC BLANKETS FOR STAFF APPRECIATION EVENT		1,966.25
Check	09/21/2023	9394 Accounts Payable	AIRGAS USA, LLC		98.69
	Invoice	Date	Description	Check Sort Code	Amount
	5502089884	08/31/2023	CYL ACETYLENE RENTAL 08/31/23		98.69
Check	09/21/2023	9395 Accounts Payable	STALKER RADAR		24,254.25
	Invoice	Date	Description	Check Sort Code	Amount
	424320	08/17/2023	MESSAGE BOARD/TRAILER 4x8		24,254.25
Check	09/21/2023	9396 Accounts Payable	NORCAL WHOLESALE BARK		7,602.94
	Invoice	Date	Description	Check Sort Code	Amount
	14171	09/14/2023	PLAYGROUND FIBER BYINGTON PARK 9/14/2023		2,652.19
	14179	09/18/2023	PLAYGROUND FIBER CIVIC CENTER PARK 9/18/2023		4,950.75
Check	09/21/2023	9397 Accounts Payable	MATTHEW AVILA		145.00
	Invoice	Date	Description	Check Sort Code	Amount
	0123-051923EXP	09/08/2023	EDUCATIONAL REIMBURSEMENT - 01/23-05/19/23		145.00
Check	09/21/2023	9398 Accounts Payable	BAY CENTRAL PRINTING		85.88
	Invoice	Date	Description	Check Sort Code	Amount
	196514	08/31/2023	BUSINESS CARD IMPRINTING - CARRILLO		85.88
Check	09/21/2023	9399 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		494.33
	Invoice	Date	Description	Check Sort Code	Amount
	AUG'23	09/01/2023	OFFICE SUPPLIES 8/8-8/30/23		494.33
Check	09/21/2023	9400 Accounts Payable	CHARGEPOINT, INC		3,103.00
	Invoice	Date	Description	Check Sort Code	Amount
	IN171332	12/28/2022	COMMERCIAL CLOUD PLAN 01/10/2023 - 01/10/2024		3,103.00
Check	09/21/2023	9401 Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING		950.00
	Invoice	Date	Description	Check Sort Code	Amount
	143	07/23/2023	LATENT PRINT ANALYSIS JULY 2023		950.00
Check	09/21/2023	9402 Accounts Payable	CITY OF FREMONT		13,238.00

	Invoice	Date	Description	Check Sort Code	Amount
	330067	09/01/2023	SHELTER OPERATING EXP SEPTEMBER 2023		13,238.00
Check	09/21/2023	9403 Accounts Payable	PETTY CASH CUSTODIAN - DANIELLE CRANON-JONES		265.50
	Invoice	Date	Description	Check Sort Code	Amount
	22-00347	01/24/2022	PETTY CASH REPLINISHMENT FOR SILLIMAN		265.50
Check	09/21/2023	9404 Accounts Payable	DALE HARDWARE		815.63
	Invoice	Date	Description	Check Sort Code	Amount
	464667	08/21/2023	LED CHRISTMAS LIGHTS		815.63
Check	09/21/2023	9405 Accounts Payable	DEPARTMENT OF JUSTICE		2,297.00
	Invoice	Date	Description	Check Sort Code	Amount
	659541	06/05/2023	FINGERPRINTING FEES- 05/23		1,579.00
	678808	09/06/2023	FINGERPRINTING FEES- 08/23		718.00
Check	09/21/2023	9406 Accounts Payable	DEPARTMENT OF SOCIAL SERVICES		484.00
	Invoice	Date	Description	Check Sort Code	Amount
	476865	07/07/2023	CHILDCARE LICENSING FEES		484.00
Check	09/21/2023	9407 Accounts Payable	DLT SOLUTIONS, LLC		5,521.15
	Invoice	Date	Description	Check Sort Code	Amount
	SI623273	09/15/2023	BIM COLLABORATE PRO 09/12/23 - 01/30/24		5,521.15
Check	09/21/2023	9408 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,288.39
	Invoice	Date	Description	Check Sort Code	Amount
	165922758	09/12/2023	EYEMED - SEPTEMBER 2023 PREMIUMS		2,288.39
Check	09/21/2023	9409 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		42,050.62
	Invoice	Date	Description	Check Sort Code	Amount
	E 210002A	07/01/2023	MAINTENANCE CONTRACT JULY 2023		18,452.81
	E 210798A	08/01/2023	MAINTENANCE CONTRACT AUGUST 2023		19,908.81
	E 210798B	08/01/2023	MAINTENANCE CONTRACT AUGUST 2023-CH, LIB, PD		3,689.00
Check	09/21/2023	9410 Accounts Payable	HILLYARD		2,425.14
	Invoice	Date	Description	Check Sort Code	Amount
	605227510	08/30/2023	SILLIMAN TURKISH TOWELS		82.19
	605227511	08/30/2023	SILLIMAN TOWELS		2,342.95
Check	09/21/2023	9411 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		3,743.57
	Invoice	Date	Description	Check Sort Code	Amount
	SIN031013	08/31/2023	SALES TAX AUDIT SERVICES Q1/2023		3,743.57
Check	09/21/2023	9412 Accounts Payable	HOME DEPOT CREDIT SERVICES		1,984.72
	Invoice	Date	Description	Check Sort Code	Amount
	SEPT' 23	09/13/2023	HOME DEPOT CC PURCHASE 08/14-09/11/23		1,984.72
Check	09/21/2023	9413 Accounts Payable	JOSH HORST		6,468.03
	Invoice	Date	Description	Check Sort Code	Amount

	090123ADPP	09/01/2023	ADPP - 09/01-09/30/23		6,468.03
Check	09/21/2023	9414 Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS		225.00
	Invoice	Date	Description	Check Sort Code	Amount
	7254-2023	07/06/2023	MEMBERSHIP DUES FOR 2023-2024		225.00
Check	09/21/2023	9415 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		1,106.34
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1395510	08/30/2023	COPIER LEASE YEAR 2 OF 5 - TONER CASHIER 08/23		1,106.34
Check	09/21/2023	9416 Accounts Payable	KNORR SYSTEMS INTERNATIONAL		5,316.00
	Invoice	Date	Description	Check Sort Code	Amount
	210889	08/29/2023	SILLIMAN POOL CHEMICALS		5,316.00
Check	09/21/2023	9417 Accounts Payable	MACLEOD WATTS, INC.		2,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	083123NEWAR	08/31/2023	ACTUARIAL VALUATION & REPORT - GASB 75 - YE 6/23		2,000.00
Check	09/21/2023	9418 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION		303.00
	Invoice	Date	Description	Check Sort Code	Amount
	208406	08/18/2023	LEGAL SVCS FOR CEDAR/ROBSON HOMES - SVCS THRU 7/31/23		151.50
	208398	08/18/2023	LEGAL SVCS FOR NEWPARK MALL REDEVELOPMENT - THRU 7/31/23		151.50
Check	09/21/2023	9419 Accounts Payable	MIKE YORKS INVESTIGATIONS		2,025.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-39	09/04/2023	BACKGROUND INVESTIGATIONS 06/29-09/04/23		1,575.00
	2023-42	09/04/2023	BACKGROUND INVESTIGATIONS 07/19-09/04/23		450.00
Check	09/21/2023	9420 Accounts Payable	MOTOROLA SOLUTIONS CREDIT COMPANY LLC		133,693.03
	Invoice	Date	Description	Check Sort Code	Amount
	32051	08/07/2023	RADIO LEASE ANNUAL PAYMENT 5 OF 5		133,693.03
Check	09/21/2023	9421 Accounts Payable	PACIFIC GAS & ELECTRIC		95,410.17
	Invoice	Date	Description	Check Sort Code	Amount
	7578-090823	09/08/2023	CITYWIDE ELECTRICAL 9/8/23		95,410.17
Check	09/21/2023	9422 Accounts Payable	PERFORMANCE PEST MANAGEMENT		1,775.00
	Invoice	Date	Description	Check Sort Code	Amount
	70181	08/31/2023	PEST SERVICES - VIOLA BLYTHE #102704 8/31/23		185.00
	70186	08/31/2023	PEST SERVICES - SILLIMAN #12710 8/31/23		425.00
	70200	08/31/2023	PEST SERVICES - LIBRARY #116524 8/31/23		195.00
	70190	08/31/2023	PEST SERVICES - PD #104419 8/31/23		195.00
	70191	08/31/2023	PEST SERVICES - SENIOR CENTER #102706 8/31/23		325.00
	70182	08/31/2023	PEST SERVICES - CITY HALL #102699 8/31/23		225.00
	70188	08/31/2023	PEST SERVICES - SERVICE CENTER #102702 8/31/23		225.00
Check	09/21/2023	9423 Accounts Payable	THE PERMANENTE MEDICAL GROUP, INC.		1,649.00
	Invoice	Date	Description	Check Sort Code	Amount
	3209033478510823	08/09/2023	PRE-EMPLOYMENT/ DOT PHYSICALS-07/23		1,649.00

Check	09/21/2023	9424	Accounts Payable	PETERSON POWER SYSTEM INC	217.50
	Invoice		Date	Description	Check Sort Code
	PC001832643		08/30/2023	FLEET STRAINER	62.56
	PC001832817		08/31/2023	FLEET FILTER AND LEVER	154.94
Check	09/21/2023	9425	Accounts Payable	PLAN JPA	378.00
	Invoice		Date	Description	Check Sort Code
	PLAN-2023-0279		07/11/2023	GENERAL LIABILITY PREMIUM FY23/24-JUNE 2023	378.00
Check	09/21/2023	9426	Accounts Payable	QUADIENT LEASING USA, INC.	2,700.53
	Invoice		Date	Description	Check Sort Code
	N10080218		08/22/2023	POSTAL/FOLDING MACHINE LEASE 05/09-08/28/23	2,700.53
Check	09/21/2023	9427	Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.	17,400.00
	Invoice		Date	Description	Check Sort Code
	INV0060510		08/31/2023	REDLIGHT CAMERA MONITORING AUGUST 2023	17,400.00
Check	09/21/2023	9428	Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	768.21
	Invoice		Date	Description	Check Sort Code
	183404		08/30/2023	REFLECTIVE CONES	768.21
Check	09/21/2023	9429	Accounts Payable	SLOAN SAKAI YEUNG & WONG LLP	450.00
	Invoice		Date	Description	Check Sort Code
	52709		07/31/2023	LEGAL ADVICE/NEGOTIATIONS-JULY 2023	450.00
Check	09/21/2023	9430	Accounts Payable	SMITH & SONS ELECTRIC, INC.	13,249.85
	Invoice		Date	Description	Check Sort Code
	23010-1		03/28/2023	COUNCIL CHAMBERS ELECTRICAL SERVICE 3/28/23	12,030.41
	23019		03/24/2023	SOCCER FIELD RESTROOM SERVICE	1,219.44
Check	09/21/2023	9431	Accounts Payable	STAPLES	1,023.76
	Invoice		Date	Description	Check Sort Code
	8071454510		08/31/2023	OFFICE SUPPLIES 8/14-8/29/23	1,023.76
Check	09/21/2023	9432	Accounts Payable	ALEX TAT	2,125.15
	Invoice		Date	Description	Check Sort Code
	0826-083023EXP		09/07/2023	EXPENSE REIMBURSEMENT 08/26-08/30/23	2,125.15
Check	09/21/2023	9433	Accounts Payable	TMT ENTERPRISES INC	1,531.14
	Invoice		Date	Description	Check Sort Code
	17432		08/28/2023	PARKS MATERIALS	1,531.14
Check	09/21/2023	9434	Accounts Payable	JENNIFER TRAN	61.18
	Invoice		Date	Description	Check Sort Code
	0801-083123EXP		08/31/2023	MILEAGE REIMBURSEMENT 08/01/23-08/31/23	61.18
Check	09/21/2023	9435	Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO	195.77
	Invoice		Date	Description	Check Sort Code
	IV47624		08/29/2023	JD MOWER BLADE	195.77
Check	09/21/2023	9436	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	15,962.76

	Invoice	Date	Description	Check Sort Code	Amount
	517113	08/30/2023	JANITORIAL SERVICES - LIBRARY AUGUST 2023		5,846.00
	517089	08/29/2023	JANITORIAL SERVICES - LIBRARY 7/23/23 SERVICE		406.76
	517931	08/31/2023	JANITORIAL SERVICES - LIBRARY 8/23-8/25/23		2,262.00
	517930	08/31/2023	JANITORIAL SERVICES - COMMUNITY CENTER ANNEX 8/29/23		650.00
	517932	08/31/2023	JANITORIAL SERVICES - PD 8/30-8/31/23		1,512.00
	517933	08/31/2023	JANITORIAL SERVICES - CITY HALL 8/16-8/17/23		2,262.00
	517934	08/31/2023	JANITORIAL SERVICES - SILLIMAN 8/10-8/11/23		3,024.00
Check	09/21/2023	9437 Accounts Payable	UTILITY TELECOM GROUP, LLC		21,064.39
	Invoice	Date	Description	Check Sort Code	Amount
	SEPT '23	09/16/2023	TELEPHONE & NETWORK PROVIDER - SEPT '23		21,064.39
Check	09/21/2023	9438 Accounts Payable	WEX BANK		750.76
	Invoice	Date	Description	Check Sort Code	Amount
	91656283	09/06/2023	CHEVRON CC 09/06/23		750.76
Check	09/21/2023	9439 Accounts Payable	BAUMANN , DENNIS & DIANE		19.79
	Invoice	Date	Description	Check Sort Code	Amount
	091823UUT	09/19/2023	UTILITY USERS TAX REFUND 01/22 - 09/21/23		19.79
Check	09/21/2023	9440 Accounts Payable	GOV CONNECTION (ACH)		37,280.63
	Invoice	Date	Description	Check Sort Code	Amount
	74285815	09/20/2023	FINANCE REPLACEMENT COMPUTERS - APPROVAL #2023-13		37,280.63
Check	09/21/2023	9441 Accounts Payable	TDS MANAGEMENT LLC DBA SA COMPANY		1,625.78
	Invoice	Date	Description	Check Sort Code	Amount
	1250	09/11/2023	STRAW HATS		1,625.78
EFT	09/21/2023	707 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING 122037760 / 001064667052		2,540.00
	Invoice	Date	Description	Check Sort Code	Amount
	15419	08/31/2023	VIDEO SURVEILLANCE ASSESSMENT 7/1-8/31/23		2,540.00
EFT	09/21/2023	708 Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, 325084426 / 5348560846 LLC		5,193.75
	Invoice	Date	Description	Check Sort Code	Amount
	08092023-GENERAL	08/09/2023	CONSULTING & REFERRAL TO BUSINESS SUPPORT AGENCIES-5TH AM 7/23		737.50
	09072023-GENERAL	09/07/2023	CONSULTING & REFERRAL TO BUSINESS SUPPORT AGENCIES-5TH AM 8/23		2,600.00
	08092023-ARPA	08/09/2023	SMALL BUSINESS SUPP - OLD TOWN - ARPA - 7/23		1,691.25
	09072023-ARPA	09/07/2023	SMALL BUSINESS SUPP - OLD TOWN - ARPA - 8/23		165.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 51		\$488,323.58
Checks:	49		\$480,589.83		
EFTs:	2		\$7,733.75		



STAFF REPORT

Item D. 2.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Approval of September 28, 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



Draft Minutes

Thursday, September 28, 2023
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:00 p.m. Vice Mayor Collazo, Council Members Bucci, Freitas, and Jorgens were present.

B. PRESENTATIONS

1. Introduction of employee

Mayor Hannon introduced Community Preservation Manager Oscar Carrillo.

2. Proclaim October as Cybersecurity Awareness Month

Mayor Hannon presented the proclamation to Chief Information Officer/ Information Technology Director Ed Miranda, Information Technology Analyst Peter Fong, and Information Technology Analyst Sheena Raj.

C. PUBLIC COMMENT

Milind Shyani stated that he asked for trees to be planted on Newark Boulevard at a previous City Council meeting. He requested that City Council allocate funding towards this request.

Noel Doot suggested that the stained-glass panels in the Civic Center Buildings be lit up at night, an art project for high school students to beautify the utility boxes, and highlighted areas around the Lake for landscape maintenance.

City Manager Benoun stated that staff would follow up with Mr. Shyani and Mrs. Doot's comments. He stated that the Public Art Master Plan is anticipated to be presented to the City Council in the next couple of months.

Mayor Hannon closed public comment.

D. CONSENT CALENDAR

Mayor Hannon allowed Mr. Shyani to speak again as he did not use the full amount allotted during his initial comments.

Mr. Shyani stated that the medians near Ruschin Avenue on Newark Boulevard do not have a water source and that may be why trees have not been planted there.

Mayor Hannon stated that he would continue Public Comment to the end of the City Council meeting and would allow the speakers one minute.

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

1. Approval of Audited Demands
2. Approval of September 14, 2023, minutes
3. Adopt a resolution authorizing an amendment and future amendments to the Contractual Services Agreement with Sedgwick Claims Management Services
Resolution No. 11563
Contract No. 22071
4. Adopt a resolution authorizing the acceptance of the Selective Traffic Enforcement Program (STEP) grant and the Traffic Records Improvement Project (TRIP) grant through the State of California Office of Traffic Safety and amending the 2022-2024 Biennial Budget
Resolution No.11564
5. Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with CSW Stuber-Stroeh Engineering Group for Professional Design Services for Old Town Streetscape Improvements, Project 1258 and to amend the 2022-2024 Biennial Budget for Fiscal Year 2024

Resolution No.11565
Contract No. 23071

6. Adopt a resolution authorizing the City Manager to execute Task Order No. 28 to the Joint Powers Agreement with the City of Fremont for case management services
Resolution No.11566
Contract No. 09044
7. Adopt a resolution authorizing the City Manager to execute Task Order No. 29 to the Joint Powers Agreement with the City of Fremont for Paratransit services
Resolution No.11567
Contract No. 09044

E. PUBLIC HEARINGS

F. OTHER BUSINESS

G. CITY COUNCIL MATTERS

In response to Council Member Bucci, City Manager Benoun stated that staff would recommend the creation of entity to oversee the implementation of the Public Art Master Plan projects.

Council Member Bucci thanked the Newark Days Committee and Laurie Gratz, the new president of the Committee, for another successful Newark Days.

Council Member Jorgens stated that he was excited about the new protected bike lanes on Cherry Avenue and Newark Boulevard and encouraged the public to participate in the preparation of the new Active Transportation Plan.

Council Member Freitas thanked the Newark Days Committee and Laurie Gratz. He attended the Promotores graduation and stated that it was a wonderful ceremony.

Vice Mayor Collazo shared her experience with the City's cybersecurity test. She congratulated the Promotores graduates and spoke on how they benefit the community and make it a better place.

Mayor Hannon stated that he attended the Promotores graduation and complimented the

graduates who will help the community. He thanked Laurie Gratz and the Newark Days Committee. He shared his experience leading bingo at the Newark Senior Center. He complimented Recreation staff for their service.

Vice Mayor Collazo stated to shop Newark.

H. CITY MANAGER UPDATES

City Manager Benoun announced the following: Document Shredding event on October 7, Community Clean up event on October 21, How To Start a Business Workshop on October 20, Manufacturing Week begins October 4, Satellite Affordable Housing Associates Thornton Avenue Apartments affordable housing project on October 11, and the Police Department Faith in Blue event on October 11. He announced that the Information Technology Department received a Quality IT Practices Award at the Municipal Information Systems Association of California and that the Facilities Master Plan and Parks Master Plan Surveys are available on the city website.

Mayor Hannon requested that the City Council be notified of the Manufacturing Week activities.

Vice Mayor Collazo announced that the Mexico Tortilla Factory will be featured on the *Check Please* television show on October 5th. Shop Newark.

Mayor Hannon stated that he would allow the two speakers from Public Comment to address the City Council at this time and they would each have one minute.

Two public comments were received from speakers that were anti-Semitic, racist, and used profanity.

Mayor Hannon stated that First Amendment protection allowed the previous speakers to express their thoughts. He stated that Newark is a Welcoming City, and the comments were reprehensible.

Council Member Bucci stated that a number of City Council meetings throughout the state have been targeted with these comments, and that the speakers hide behind a computer screen.

Council Member Collazo stated that Newark is a welcoming City. She said that she forgave the speakers because they do not know how to receive or give love.

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 7:45 p.m.



STAFF REPORT

Item D. 3.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Jolie Macias, Captain
SUBJECT Adopt a resolution authorizing the acceptance of the Organized Retail Theft (ORT) Prevention Grant Program through the Board of State and Community Corrections (BSCC) and amending the 2022-2024 Biennial Budget

SUMMARY AND RECOMMENDATION

On July 7, 2023, the Newark Police Department submitted a grant proposal to the Board of State and Community Corrections (BSCC) for grant funding that will assist the city in addressing the increase in motor vehicle and motor vehicle accessory theft. Resolution No. 11527, which was adopted by the Newark City Council on June 22, 2023, authorized the City Manager to submit the proposal to the BSCC on behalf of the City.

On September 11, 2023, the BSCC Board approved the Organized Retail Theft (ORT) Scoring Panel's recommendation to fund the City of Newark Police Department's proposal of the Newark Vehicle and Accessory Theft Prevention Program (NVATPP) in the amount of \$986,444, which is the total amount of funds requested. The following recommendation is for the approval of grant award funds. Vendor selections for all grant activities and equipment purchases will be made following a competitive purchasing process following City purchasing rules, which may require review and approval of contracts by the City Council.

Staff recommends that the City Council, by resolution, authorize the city to accept the Organized Retail Theft (ORT) Prevention Grant Award through the Board of State and Community Corrections (BSCC) and amend the 2022-2024 Biennial Budget.

BACKGROUND

There has been a significant increase in stolen vehicles and catalytic converter thefts in the City of Newark. Vehicle accessory theft, such as license plates, wheels, and fuel, have been ongoing problems, but the increases in catalytic converter theft have been extraordinary.

According to the National Insurance Crime Bureau, there was a 326% increase in reported catalytic converter thefts across the United States from 2019 to 2020. Newark

experienced a 1225% increase in catalytic converter thefts during the same period, from 8 thefts in 2019 to 106 thefts in 2020. There was an additional 144% increase from 2020 to 2021 and a 22% increase from 2021 to 2022. Catalytic converter thefts for 2023 are on trend to continue to rise.

As for motor vehicle thefts, the California Department of Justice 2021 Crime in California reported an 8.2% increase. The Newark Police Department ("NPD") reported a 28% increase in 2021 and a 90% increase the year prior. There was an additional 13% increase in motor vehicle theft in 2022 and is trending upward for the first half of 2023.

Both crime types occur in residential and commercial areas. From 2019 to 2022, 45% of catalytic converter thefts occurred in commercial/industrial areas and 55% in residential areas, with an increase to 78% in residential areas for the first half of 2023. From 2019 to 2021, stolen vehicle thefts occurred primarily in commercial/industrial areas but shifted to 55% in residential areas in 2022.

DISCUSSION/ANALYSIS

The Newark Vehicle and Accessory Theft Prevention Program (NVATPP) will leverage technology and community partnerships to provide comprehensive, evidence-based public safety services to prevent motor vehicle and vehicle accessory theft. The scope of the program factors in current limitations of staffing resources, with realistic and tangible goals. Program goals include:

- Increasing the number of cases sent to the District Attorney's Office for prosecution
- Reducing vehicle and accessory theft in the City of Newark
- Improving community satisfaction through a Catalytic Converter Label Identification (CCLI) program

In 2022, NPD processed 5,164 criminal cases. Many of these cases were property crimes without significant evidence that would lead to suspect identification, despite officer efforts to speak with witnesses and locate forensic evidence. There were 799 cases where officers had enough probable cause to send to the District Attorney's Office for review.

When crimes occur without prosecution, it leaves victims without justice, empowering criminals to continue victimization. Putting forward the best investigative effort requires officers to have access to quality technology resources. Newark has seen great success with the addition of automated license plate reader (ALPR) cameras at ingress and egress points of the city but has since discovered vulnerabilities on the southern city border. Police Sergeants provided multiple examples of vehicles stolen where cameras did not capture images. The vehicles exited the southern border and were later recovered in other jurisdictions. The installation of six additional fixed ALPR cameras will cover the identified gaps in the current camera deployment model and serve as a much-needed evidentiary resource.

With the upward trend of vehicle and catalytic converter thefts occurring more frequently in residential areas, four different homeowners' associations in the city have

installed ALPR cameras. During a recent Neighborhood Watch meeting, several participants asked Police Department staff how to get this resource into their neighborhoods. From 2018 to 2022, there were 91 vehicle thefts involving owners experiencing their vehicles being stolen more than once. Repeated victimization diminishes trust in public safety and significantly impacts the victim's health and well-being.

In addition to regular collaboration with Neighborhood Watch Programs, Police Department staff, in collaboration with Economic Development staff, formed a robust Merchant Watch program in early 2022 in response to the increase in commercial burglaries. Merchant Watch consists of business owners and commercial property owners throughout the city. Strong collaboration with the group has encouraged a variety of discussions and improvements based in Crime Prevention through Environmental Design (CPTED) principles. Through the grant, NPD will send one employee to California Peace Officer Standards and Training approved CPTED training annually to increase available staff equipped to provide evaluations and recommendations throughout the community.

NPD will continue collaborating with charging attorneys at the Alameda County District Attorney's Office to ensure reports cover all aspects of vehicle and catalytic converter crime components and evidence to charge associated cases. Quarterly, the Detective Sergeant who serves as the District Attorney liaison, will determine if there are any charging or evidentiary changes for vehicle and component theft. NPD will ensure the required reporting components are provided to all sworn personnel via briefing training.

Both motor vehicle and accessory thefts are property crimes, limiting officers' ability to potentially pursue a suspect fleeing a crime scene. NPD's Vehicle Pursuit Policy does not authorize the pursuit of these crimes alone for public safety reasons. In many cases, firearms are located on suspects or recovered inside vehicles. In-car cameras equipped with ALPR technology are intelligent solutions that add another layer of visibility of in-progress high risk police contact allowing for an immediate ability to apprehend suspects and recover property. The mobile ALPR provides a tool to saturate residential and commercial areas with technology currently limited to fixed ALPRs at city entrances. In-car dash cameras with ALPR technology will be installed on all patrol vehicles.

To address vehicle and component thefts with merchant and resident concerns, NVATPP will deploy four mobile technology trailers with ALPR and traffic speed reading capabilities into residential neighborhoods. The units will be rotated weekly by a newly hired part-time Police Service Aid (PSA) dedicated to the NVATPP with a grant funded crime prevention vehicle. The rotation of the trailers will be determined by auto theft and catalytic converter crime data gathered by the City's Crime Analyst. This activity will begin when the mobile units are available throughout the grant period.

In addition, three mobile solar-powered surveillance pole camera trailers will be rotated in coordination with our community partners throughout commercial spaces to provide intelligence and potential quality evidence and act as a deterrent to both crime and

unauthorized car gatherings.

To continue building partnerships with our community and to address increased thefts of catalytic converters, Police Department staff recently purchased 200 Catalytic Converter Label Identification (CCLI) emblems to launch a program to mark catalytic converters. Fremont Ford partnered with NPD to conduct the installation of the emblems one day per week beginning in August 2023 and has successfully labeled vehicles. The dealership is willing to expand its commitment for the duration of the grant and increase the number of vehicles labeled per event. NPD has identified 839 catalytic converter thefts since 2019 and has determined 43 reports of repeat victims. NPD staff has compiled a list of all victims and a police volunteer has conducted personal outreach, prioritizing repeat victims as the first to receive a CCLI. NPD forged an additional partnership with the Mission Valley Regional Occupation (MVROP) to expand the reach of the CCLI program. MVROP is a local career technical training center for high school students with a comprehensive automotive technician course. MVROP is willing to commit student and staff time to the CCLI program, allowing students to gain skills while contributing to valuable research to reduce victimization.

Each CCLI is applied directly onto the dry and cool catalytic converter and idling the vehicle to heat the catalytic converter will permanently etch a serial number into the unit. Serializing the catalytic converter will assist with determining if it is stolen and tracking where it is from while assisting with prosecution. The serial number and any other associated markings on the catalytic converter may also deter the removal of catalytic converter. The number is recorded in an International Security Registry and a locally housed database using the vehicle's vehicle identification number (VIN) and owner information. Warning decals are supplied to vehicle owners to adhere to the vehicle windows as an additional deterrent. The newly launched CCLI program has begun to collect data on learning points on how many vehicles can realistically be served within specific timeframes. The partnership with MVROP will allow for a significant increase in CCLI applications throughout each school year during the grant period. The goal is to place 200 CCLIs annually. NVATPP will support each community partner with grant funding annually to cover staff and equipment costs.

California State University East Bay's (CSUEB) Dr. Michelle Rippy, Director of the Forensic Science Research Center, and her team of researchers will support the grant requirements for data collection, reporting, and evaluation to ensure objective and impartial evaluations. The grant requires completion of a Local Evaluation Report, which will be developed by the CSUEB team. The Local Evaluation Report must be in a format prescribed by the BSCC. The purpose of the Local Evaluation Report is to determine whether the overall project (including each individual component) is effective in meeting the goals identified in the Local Evaluation Plan.

Overall, the most important goal throughout the grant is to reduce the number of vehicle and accessory thefts in the City of Newark. A complete marketing plan will reinforce all NVATPP efforts throughout the community. A dedicated webpage on the City's website will describe the crime prevention plan and all NVATPP initiatives, including how to sign up for the CCLI program and CPTED best practices. NPD will

disseminate branded merchandise and printed materials containing NVATPP information with a quick response (QR) code leading to the webpage via Neighborhood Watch, Merchant Watch, and community partnership events to raise awareness of NPD's efforts to reduce vehicle and catalytic converter theft. Lastly, the web page will contain information regarding all NPD policies associated with the NVATPP. Digital outreach will include advertisements on social media platforms. Social Media advertisement will span across all 36 months of the grant. NPD will participate in community partnership events as offered during the duration of the grant and after the grant period ends. NPD will engage with residents, businesses, visitors, and others at the events and share information about the NVATPP efforts. By publicizing the program's success and community commitment to reduce crime, the ideal solution is not just to solve crimes that have occurred in the city but to deter them from occurring at all.

FISCAL IMPACT

The City was awarded \$986,444 in Organized Retail Theft Prevention Grant funding that was established by the State Budget Act of 2022 (Senate Bill 154, Chapter 43, Statutes of 2022) and no match is required for this funding. The grant cycle is October 1, 2023, through June 1, 2027.

Grant funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

As part of the application process, the following expenses were proposed:

- (1) Personnel - \$79,131 (PSA salary and benefits)
- (2) Materials and Supplies - \$11,800 (Catalytic converter label supplies, print media and postage, and branded merchandise)
- (3) Services - \$447,200 (Services include the contracts for leased technology equipment, social media advertisements, partnerships with Fremont Ford and MVROP, the financial audit contract, California State University data collection, and employee training expenses)
- (4) Capital Assets - \$360,000 (Crime Prevention Vehicle, Mobile Community Pole Cameras, and Mobile Technology Speed Trailer with ALPR)
- (5) Indirect Costs - \$88,313 (Internal services such as human resources, accounting, and legal fees)

Vendor selections for all grant activities and equipment purchases will be made following a competitive purchasing process according to the City's purchasing rules and grantor requirements. City Council approval is required for contracts that exceed \$75,000.

Acceptance of this grant will require a budget amendment to the 2022-2024 Biennial Budget and Capital improvement Plan for FY 2024 as follows:

Account Number	Description	Amount
FR: 234.30.031.310.4792.BSCC.ORT	BSCC Grant Award	\$986,444
TO: 234.30.031.310.5120.BSCC.ORT	Police Service and Personnel Costs	\$79,131
TO: 234.30.031.310.6120.BSCC.ORT	Special Department Supplies	\$11,800
TO: 234.30.031.310.6220.BSCC.ORT	Consultant/Professional Services	\$438,200
TO: 234.30.031.310.6440.BSCC.ORT	Travel/Lodging/Meals	\$8,000
TO: 234.30.031.310.6450.BSCC.ORT	Training & Education	\$1,000
TO: 234.30.031.310.8052.BSCC.ORT	Vehicles	\$210,000
TO: 234.30.031.310.8053.BSCC.ORT	Special Police Equipment	\$150,000
TO: 234.30.031.310.8053.BSCC.ORT	Internal Services	\$88,313

The unused appropriations of the grant award will be carried forward. The ongoing costs associated with the above expenditures will be included in the department's proposed operating budget as deemed appropriate and will be presented to the City Council for consideration.

Quarterly progress reports to the BSCC are required and disbursement of grant funds occurs on a reimbursement basis for costs incurred during the reporting period. Invoices must be submitted to the BSCC on either a monthly or quarterly basis through an online process no later than 45 days following the end of the invoicing period.

In addition, BSCC staff may conduct on-site monitoring visits that include a review of documentation maintained as substantiation for project expenditures with grant funds.

REVIEW AND APPROVAL

Prepared by - Jolie Macias, Police 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

Grant Agreement PD
Resolution
Resolution No. 11527

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:5227-BSCC- 1161-23

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1161- 23

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

Newark Police Department**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027**3. The maximum amount of this Agreement is:****\$986,444.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	38
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Newark Police Department

CONTRACTOR BUSINESS ADDRESS

37101 Newark Boulevard

CITY

Newark

STATE

CA

ZIP

94560

PRINTED NAME OF PERSON SIGNING

David Benoun

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/27/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Newark Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:
 - Authorized Officer** with legal authority to sign:
 - Name: David Benoun
 - Title: City Manager
 - Address: 37101 Newark Boulevard, Newark CA 94560
 - Phone: 510-578-4427
 - Email: david.benoun@newark.org
 - Designated Financial Officer** authorized to receive warrants:
 - Name: Gloria del Rosario
 - Title: Accounting Manager
 - Address: 37101 Newark Boulevard, Newark CA 94560
 - Phone: 510-578-5310
 - Email: gloria.delrosario@newark.org
 - Project Director** authorized to administer the project:
 - Name: Jolie Macias
 - Title: Police Captain
 - Address: 37077 Newark Boulevard, Newark CA 94560
 - Phone: 510-578-4921
 - Email: jolie.macias@newark.org
- C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

April 1, 2024
June 1, 2027

C. Other

Financial Audit Report

Due no later than:

June 1, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**1. INVOICING AND PAYMENT**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

- February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

Final Invoicing Periods*:

14. January 1, 2027 to March 31, 2027
15. April 1, 2027 to June 1, 2027

Due no later than:

- May 15, 2027
August 15, 2027

**Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$79,131
2. Services and Supplies	\$276,000
3. Professional Services or Public Agency Subcontracts	\$59,000
4. Non-Governmental Organization (NGO) Subcontracts	\$15,000
5. Data Collection and Evaluation	\$75,000
6. Equipment/Fixed Assets	\$360,000
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$9,000
9. Indirect Costs	\$88,313
TOTALS	\$986,444

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17.UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18.PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19.SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20.LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

BSCC

Powered by Submittable 

Title

Kamini Kumar

07/06/2023

by **Kamini Kumar** in **Organized Retail Theft Prevention Grant Program**

id. 41327806

kamini.kumar@newark.org

Original Submission

07/06/2023

The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I -
BACKGROUND
INFORMATION

This section requests information about the applicant's name, location, mailing address, and tax identification number.

Name of Applicant (i.e., **Kamini Kumar**
Police Department,
Sheriff's Department,
or Probation
Department)

Multi-Agency
Partnerships
Information (if
applicable)

Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.

Multi-Agency
Partnerships

No: This is not a Multi-Agency Partnership Application

Lead Public Agency
Information

All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.

Lead Public Agency

City of Newark-Police Department

Applicant's Physical Address **37077 Newark Blvd
Newark
California
94560
US**

Applicant's Mailing Address (if different than the physical address)

Mailing Address for Payment **37077 Newark Blvd
Newark
California
94560
US**

Tax Identification Number **94-6027360**

SECTION II - CONTACT INFORMATION **This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.**

Project Director **Jolie
Macias**

Project Director's Title with Agency/Department/Organization **Police Captain**

Project Director's Physical Address **37077 Newark Blvd
Newark
California
94560
US**

Project Director's Email Address **jolie.macias@newark.org**

Project Director's Phone Number **+15105784921**

Financial Officer **Krysten
Lee**

Financial Officer's Title with Agency/Department/Organization **Director of Finance**

Financial Officer's Physical Address **37101 Newark Blvd
Newark
California
94560
US**

Financial Officer's Email Address **krystenl@newark.org**

Financial Officer's Phone Number **+15105784288**

Day-To-Day Program Contact	Jolie Macias
Day-To-Day Program Contact's Title	Police Captain
Day-To-Day Program Contact's Physical Address	37077 Newark Blvd Newark California 94560 US
Day-To-Day Program Contact's Email Address	jolie.macias@newark.org
Day-To-Day Program Contact's Phone Number	+15105784921
Day-To-Day Fiscal Contact	Kamini Kumar
Day-To-Day Fiscal Contact's Title	Administrative Analyst
Day-To-Day Fiscal Contact's Physical Address	37077 Newark Blvd Newark California 94560 US
Day-To-Day Fiscal Contact's Email Address	kamini.kumar@newark.org
Day-To-Day Fiscal Contact's Phone Number	+15105784351
Name of Authorized Officer	David Benoun
Authorized Officer's Title	City Manager
Authorized Officer's Physical Address	37101 Newark Blvd Newark California 94560 US
Authorized Officer's Email Address	david.benoun@newark.org
Authorized Officer's Phone Number	+15105784200
Authorized Officer Assurances	checked

SECTION III -
PROGRAM
INFORMATION

This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.

Project Title

Newark Vehicle and Accessory Theft Prevention Program

Proposal Summary

The Newark Vehicle and Accessory Theft Prevention Program will leverage technology and community partnerships to provide comprehensive, evidence-based public safety services to prevent vehicle and accessory theft. Efforts will include an increased use of community cameras and automated license plate readers, District Attorney's Office collaboration, a catalytic converter identification system with outreach prioritized to victims, and a social media campaign to raise program awareness. The program aims to increase the number of cases sent for prosecution, reduce vehicle and accessory theft, and improve community satisfaction of public safety services

PROGRAM PURPOSE
AREAS

Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.

Program Purpose
Areas (PPAs):

PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft

Funding Category
Information

Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.

Funding Category

Medium Scope (Up to \$6,125,000)

SECTION IV -
PROPOSAL
NARRATIVE AND
BUDGET

This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.

Proposal Narrative Instructions

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).

Project Need

Located in the San Francisco Bay Area, the City of Newark is situated at the east end of the Dumbarton Bridge, between Oakland and San Jose, on the edge of Silicon Valley. With a population of just under 50,000, Newark keeps a hometown charm despite expanding residential and retail developments (About Newark, n.d.). The Newark Police Department (NPD) is authorized to employ 58 sworn officers. Like many law enforcement agencies in the nation, it is currently experiencing staffing struggles as crime rates have exponentially increased. Police agencies are losing officers faster than they can hire with declining sworn staffing numbers (PERF , 2023). NPD has experienced this challenge through officers moving out of the area, lateraling to higher-paying agencies, retiring, and leaving public safety altogether. The department has had to make difficult decisions to maintain minimum patrol safety numbers. Officers that work specialty assignments have been incorporated into patrol staffing to ensure that the streets have a safe number of officers available to handle calls for service. Bay Area agencies are competing for the few interested and qualified candidates, so the option of hiring more officers to combat crime is not a possibility. It is essential for departments to actively seek solutions to provide outstanding public safety services considering the limitations of available personnel, which NPD has already initiated. Last year the department leveraged technology solutions to support the staff's ability to conduct public safety services. NPD launched a multi-pronged crime prevention plan that included the installation of 20 Automated License Plate Readers (ALPR) cameras at city entrances, added investigative time-saving software, and hired the department's first Crime Analyst. These added tools have contributed to officer efficiencies in both response to in-progress calls and investigative follow-up. The ALPR system has been instrumental in providing investigative leads on various cases, including identifying multiple suspects in a high-end auto theft crime ring. The investigation took several months and involved numerous jurisdictions resulting in the recovery of 17 stolen vehicles, 12 firearms, ballistic vests, thousands of rounds of ammunition, and auto theft

technology equipment.

Despite the program's successes, contributing challenges leave plenty of room for improvement. One major hurdle that has occurred since the activation of the Flock Safety ALPR system in October of 2022 is the ability to store data beyond 30 days, as Flock ALPRs can only store data for one month. When NPD received City Council approval for ALPRs in 2022, Northern California Regional Intelligence Center (NCRIC) was building new data storage servers to gather, store, and share information for public safety agencies. NCRIC is a multi-jurisdiction public safety program created to assist agencies in collecting, analyzing, and disseminating criminal threat information (NCRIC, 2023). New NCRIC data repositories were meant to allow agencies to upload and store data for up to one year, per California Government Code §34090.6 retention recommendation (CLI, 2010). Unfortunately, due to the increased popularity of the Flock ALPR systems, NCRIC cannot handle the massive data storage increase. A short retention period of only 30 days can severely limit the identification of suspects, corroboration of victim accounts, and the identification of exculpatory evidence, especially when crimes are reported late. The residents of Newark are frustrated with the massive uptick in stolen vehicle and catalytic converter (CC) thefts and have repeatedly asked the City Council to address these issues. Vehicle accessory theft, such as license plates, wheels, and fuel, have been ongoing problems, but nothing has come close to the extraordinary increases in CC theft. There was a 326% increase in reported CC thefts across the United States from 2019 to 2020 (NICB, 2021). Newark experienced a 1225% increase in CC thefts during the same period, with eight in 2019 and 106 in 2020. There was an additional 144% increase from 2020 to 2021 and 22% increase from 2021 to 2022. CC thefts for 2023 are on trend to continue to rise.

The California Department of Justice 2021 Crime in California reported an 8.2% increase in motor vehicle theft. NPD reported a 28% increase in 2021, but even more shockingly reported a 90% increase the year prior. There was an additional 13% increase in motor vehicle theft in 2022 and is trending upward for the first half of 2023. Both crime types occur in residential and commercial areas. From 2019 to 2022, 45% of CC thefts occurred in commercial/industrial areas and 55% in residential areas, with an increase to 78% in residential areas for the first half of 2023. From 2019 to 2021, stolen vehicle thefts occurred primarily in commercial/ industrial areas but shifted to 55% in residential areas in 2022. The city borders two major freeways, a bridge, and the San Francisco Bay. All commercial shopping centers are adjacent to major arterial roadways, allowing prospective offenders to enter an area, engage in criminal activities, and leave the area quickly (Wuschke et al., 2021). NPD has seen these issues, plus the use of vehicles without license plates, paper plates, or cold-plated vehicles. The cold plated vehicles use a stolen plate to camouflage a stolen vehicle, are often used in the commission of a crime, and bypass automated license plate reader technology (Scoville, 2007).

The Federal Motor Vehicle Standard requires manufacturers to stamp a car's unique Vehicle Identification Number on the engine, transmission, and a dozen other major vehicle parts to identify vehicles from which parts may have been stolen (CRS, 2021). This requirement does not apply to CCs, and serialization does not extend to the precious metals inside. There is limited research exploring how effective serialization techniques are in preventing CC theft (Fennelly, 2020), though promising practices include marking CCs as a deterrent (Kromash, 2021; WTHR, 2022).

Victims of CC and vehicle theft lose their mobility to get to work and care for others (Wheeler, 2023). These crimes cause safety dangers to both suspects and victims (KCRA, 2023; Kiszla et al., 2023). The increasing number of thefts also creates a further separation between the community and law enforcement, which is a critical area the Biden Administration is working to address (White House, 2022). The limited research on crime prevention around vehicle and CC thefts can allow NPD to also contribute to research and practices at a local, state, and national level.

Project Description

The Newark Vehicle and Accessory Theft Prevention Program (NVATPP) will leverage technology and community partnerships to provide comprehensive, evidence-based public safety services to prevent motor vehicle and vehicle accessory theft. The scope of the program factors in current limitations of staffing resources, with realistic and tangible goals. Program goals include:

- Increasing the number of cases sent to the District Attorney's Office for prosecution.
- Reducing vehicle and accessory theft in the City of Newark.
- Improving community satisfaction through a Catalytic Converter Label Identification (CCLI) program.

In 2022, NPD processed 5,164 criminal cases (Anderson, 2023). Many of these cases were property crimes without significant evidence that would lead to suspect identification, despite officer efforts to speak with witnesses and locate forensic evidence. There were 799 cases where officers had enough probable cause to send to the District Attorney's Office for review. When crimes occur without prosecution, it leaves victims without justice, empowering criminals to continue victimization. Putting forward the best investigative effort requires officers to have access to quality technology resources. Newark has seen great success with the addition of ALPR cameras at ingress and egress points of the city but has since discovered significant vulnerabilities on the southern city border. Sergeants provided multiple examples of vehicles stolen where cameras did not capture images. The vehicles exited the southern border and were later recovered in other jurisdictions. The installation of six additional fixed ALPR cameras will cover the identified gaps in the current camera deployment model and serve as a much-needed evidentiary resource.

With the upward trend of vehicle and CC thefts occurring more frequently in residential areas, four different Homeowners' Associations (HOA) in the city have installed ALPR cameras. During a recent Neighborhood Watch meeting, several participants asked NPD how to get this resource into their neighborhoods. Most areas do not have HOAs. The older communities and low-income apartment complexes are comprised primarily of families of color, recognizing that Latinos and African Americans are likelier to have been victims of three or more crimes over five years (NCSC, 2014). From 2018 to 2022, there were 91 vehicle thefts involving owners experiencing their vehicles being stolen more than once over five years. Repeated victimization diminishes trust in public safety and significantly impacts the victim's health and well-being.

In addition to regular collaboration with Neighborhood Watch Programs, NPD formed a robust Merchant Watch program in early 2022 in response to a rash of commercial burglaries. Merchant Watch consists of business owners and commercial property owners throughout the city. Strong collaboration with the group encouraging Crime Prevention through Environmental Design (CPTED) principles ultimately led to the arrest, conviction, and imprisonment of the responsible party. Throughout the grant, NPD will send one employee to California Peace Officer Standards and Training (POST) approved CPTED training annually to increase available staff equipped to provide evaluations and recommendations throughout the community.

NPD will continue collaborating with charging attorneys at the Alameda County District Attorney's Office to ensure reports cover all aspects of vehicle and CC crime components and evidence to charge associated cases. Quarterly, the Detective Sergeant who serves as the District Attorney liaison, will determine if there are any charging or evidentiary changes for vehicle and component theft. NPD will ensure the required reporting components are provided to all sworn personnel via briefing training.

Both motor vehicle and accessory thefts are property crimes, limiting officers' ability to potentially pursue a suspect fleeing a crime scene. Appropriately, NPD's Vehicle Pursuit Policy does not authorize the pursuit of these crimes alone. In many cases, firearms are located on suspects or recovered inside vehicles. ALPR activations have directed officers to more frequent high risk stops where capturing unfolding evidence is incredibly valuable. In-car cameras equipped with ALPR technology are intelligent solutions that add another layer of visibility

of in-progress high risk police contact allowing for an immediate ability to apprehend suspects and recover property. The mobile ALPR provides a tool to saturate residential and commercial areas with a technology currently limited to fixed ALPRs at city entrances. In-car cameras with ALPR technology will be installed on 100% of patrol vehicles. Several vendor options include unlimited data storage that would address a portion of the previously outlined storage challenge.

To address vehicle and component thefts with merchant and resident concerns, NVATPP will deploy four mobile technology trailers with ALPR and traffic speed reading capabilities into residential neighborhoods. The units will be rotated weekly by a newly hired part-time Police Service Aid (PSA) dedicated to the NVATPP with a grant funded crime prevention vehicle. The rotation of the trailers will be determined by auto theft and CC crime data gathered by a Crime Analyst. This activity will begin when the mobile units are available throughout the grant period. Three mobile solar-powered surveillance pole camera trailers will be rotated in coordination with our community partners throughout commercial spaces to provide intelligence and potential quality evidence and act as a deterrent.

NPD prides itself on being a full-service police department where no issue is considered too small. With increased staffing challenges, there have been discussions to consider reducing services. To continue to provide outstanding public safety service, NPD knows that community partnerships are critical to serving victims. NPD recently purchased 200 Catalytic Converter Label Identification (CCLI) emblems to launch a program to mark CCs. A local car dealership and NPD collaborator agreed to install five CCLIs per week, starting in July 2023. The dealership is willing to expand their commitment for the duration of the grant and increase the number of vehicles labeled per event. NPD has identified 839 CC thefts since 2019 and has determined 43 reports of repeat victims. NPD has compiled a list of all victims and will utilize the dedicated PSA to conduct personal outreach, prioritizing repeat victims as the first to receive a CCLI. NPD forged a partnership with the Missional Valley Regional Occupation (MVROP) to expand the reach of the CCLI program. MVROP is a local career technical training center for high school students with a comprehensive automotive technician course. MVROP is willing to commit student and staff time to the CCLI program, allowing students to gain skills while contributing to valuable research to reduce victimization.

Each CCLI is applied directly onto a dry, cool CC. Idling the vehicle to heat the CC will permanently etch a serial number into the unit. Serializing the CC will assist with determining if it is stolen and tracking where it is from while assisting with prosecution (The Economist, 2022). The serial number and any other associated markings on the CC may also deter the removal of CCs (Yip, 2022). The number is recorded in an International Security Registry and a locally housed database using the vehicle's VIN and owner information. Warning decals are supplied to vehicle owners to adhere to the vehicle windows as an additional deterrent. The CCLI program will begin immediately, with anticipated learning points on how many vehicles can realistically be served within specific timeframes. The partnership with MVROP will allow for a significant increase in CCLI applications throughout each school year during the grant period. The goal is to place 200 CCLIs annually. NVATPP will support each community partner with grant funding annually to cover staff and equipment costs.

Overall, the most important goal throughout the grant is to reduce the number of vehicle and accessory thefts in the City of Newark. A complete marketing plan will reinforce all NVATPP efforts throughout the community. Digital outreach will include advertisements on social media platforms. Social Media advertisement will span across all 36 months of the grant. NPD will participate in community partnership events as offered during the duration of the grant and after the grant period ends. NPD will engage with residents, businesses, visitors, and others at the events and share information about the NVATPP efforts. By publicizing the program's success and community commitment to reduce crime, the ideal solution is not just to solve crimes that have occurred in the city but to deter

them from occurring at all.

NPD's Community Engagement Manager (CEM) will create a dedicated webpage on the NPD website consisting of the NPD crime prevention plan and all NVATPP initiatives, including how to sign up for the CCLI program and CPTED best practices. NPD will disseminate branded merchandise and printed materials containing NVATPP information with a quick response (QR) code leading to the webpage via Neighborhood Watch, Merchant Watch, and community partnership events to raise awareness of NPD's efforts to reduce vehicle and CC theft. Lastly, the web page will contain information regarding all NPD policies associated with the NVATPP.

NPD has policies regarding ALPRs, Public Safety Camera Systems, and Portable Video Recording Devices. These policies address all relevant laws governing surveillance technology, authorized use, privacy protections, and data collection and retention. These technologies contain unalterable data collection functions and require various audit reviews of this data to ensure compliance. Since NPD does not currently have an in-car mobile camera system, a proposed policy includes directives such as personnel, supervisor, administrative responsibilities, activation requirements, review authorization, records retention, and auditing responsibilities.

NPD is committed to policing that is fair and objective. An Anti-Bias-Based Policing policy is in place to dictate the prohibition of any bias-based policing, including racial bias. An annual report is required to be submitted to the Chief of Police, which assesses the efforts of NPD to provide fair and objective policing, including public concerns and complaints. The annual report is reviewed to identify any changes in training or operations to improve service. Any complaints regarding racial bias are investigated internally and submitted to the California Department of Justice and POST as required.

NVATPP aims to reduce motor vehicle and CC theft through technology and proactive partnerships with the local community while increasing prosecution of vehicle theft and component-related crimes. The planned implementation aims to circumvent staffing limitations and expand a multi-pronged approach with visibility, police patrol, and investigative functionality.

Project Organizational Capacity and Coordination

3.1 – Ability to Administer: NPD is confident in its ability to administer all initiatives for NVATPP. All sworn and most professional staff will be involved in NVATPP, as there is a department-wide dedication to reducing vehicle and accessory theft. Captain Macias will be the project manager and provide oversight of the grant, though a variety of staff members will be responsible for activities to spread the workload in a manageable and sustainable manner.

3.2 – Partner Agency Coordination: NPD has draft MOUs prepared to secure partnerships immediately with California State University East Bay (CSUEB), Fremont Ford (FF), and Mission Valley Regional Occupational Program (MVROP) when grant awards are announced and later accepted by City Council. NPD reached out to local universities and research organizations seeking interest. Multiple responses were received but CSUEB's Director of Forensic Science Research, Dr. Michelle Rippey, stood out with a recent completion of a three-year BSCC grant partnership with the City of Hayward. The City of Newark's finance policy allows for consultant services selection as described.

3.3 – Timeline: The FF dealership and MVROP management both enthusiastically agreed to partnerships. FF offered to begin scheduling five vehicles per week, effective immediately. An MOU with FF would expand staff time and resource commitment for CCLI events during the grant period. The MVROP team is willing to begin CCLI events once the school year begins in August 2023. MOUs with both CCLI partners would be executed upon grant award acceptance and will work directly with the Community Engagement Manager. The MOU and data-sharing agreement with CSUEB will be implemented immediately upon grant notification.

3.4 – Management Structure: The City of Newark is a Council-Manager form of government with a City Council that provides overall policy direction and a City Manager (CM) who is responsible for implementation and operational decision-making. On June 22, 2023, the City Council adopted a resolution authorizing the

CM to submit the grant proposal on behalf of the City Council. All city department heads are appointed by and report to the CM, including the Police Chief. Under the command of the Chief, NPD consists of two divisions: Field Operations and Support Services (SS). NVATPP will be managed by the SS Division Captain. Program decision-making will follow the established NPD chain of command of the SS Division, with oversight by the Chief. Personnel assignments, including the hiring of a Public Service Aide, will occur through the structured City hiring process with final approval made by the Chief. Vendor selections for all grant activities and equipment purchases will be made following a competitive purchasing process following City purchasing rules and grantor requirements. City Council approval is required for contracts that exceed \$75,000.

3.5 – Sustainability: As the NVATPP program develops, it will become ingrained in the NPD operational process with some components continued indefinitely. Community partnerships built will be maintained with NPD personnel attending an elevated number of community events continuing past the grant duration. The major hardware purchase of in-car cameras, Crime Prevention vehicle, and mobile technology units will be sustained as long as they are operable, and the costs of maintenance and service remain in range of the operational budget. Leased Flock ALPRs will be assessed with the current City contract due to expire in 2025. The marketing campaign will continue with free postings on social media and maintaining the crime prevention website, with targeted ads utilized more sparingly for specific crime prevention-based projects. The PSA position will be hired on a three-year term mirroring the grant terms, with the option to extend based on personnel needs and budget constraints at the termination of the grant. The CCLI Program, which relies heavily on partnerships, will be assessed towards the end of the grant period to determine if partners wish to continue the relationship. The internal database housing the serial numbers of marked catalytic converters will be maintained beyond the grant period to assist with investigations and provide information to allied agencies as needed. The intent is to continue the CCLI program with reduced numbers by utilizing community engagement funds from the NPD operational budget beyond the grant period.

Project Evaluation and
Monitoring

4.1 – Evaluation Partnership: NPD will partner with a researcher from a local university with experience in successful project evaluation, has foundational knowledge in public safety and will complete the evaluation in the outlined timeframe. The researcher will immediately begin work with NPD in the start-up phase to develop research instruments and evaluation measures, complete data-sharing agreements, and obtain Institutional Research Board (IRB) approval. IRB approval will be shared with NPD before data collection to ensure regulations and ethical standards for research participants are met. The researcher will work with NPD to collect and analyze data during the service delivery period. The researcher will attend all grant meetings and aid with quarterly progress reports. During the data evaluation period, the researcher will analyze the data over the service period and prepare the final report for the grantor. The researcher will also write at least one peer-reviewed academic publication to share the program and evaluation.

4.2 – Process and Outcome Measures: When creating the Local Evaluation Plan, the researcher will ensure that process and outcome measures are aligned with the objectives and project goals, are quantifiable, and apply to the goals of the grant. The researcher will create research instruments to determine the efficacy of the process and outcome measures. The mixed methods research will be designed to include qualitative data collection from stakeholders to maximize data received and provide additional context to the project. The data will be collected, cleaned, and analyzed for quarterly reports and the Local Evaluation Report, and an overall analysis of the ability to meet the outlined goals.

4.3 – Preliminary Plan Monitoring: NPD and researcher will work closely to develop and execute data-sharing agreements based on project components and feasibility of timeline. Regular meetings will assist with finalizing the Local Evaluation Plan to include all the listed project goals and objectives and their associated identifiable and quantifiable measures. The researcher will assist NPD by providing data-related components of the quarterly progress reports and ensuring the timelines outlined in Appendix B are on track. A regular review of data, timeline, and activity progress will aid in identifying gaps and hurdles that need to be addressed.

4.4 – Preliminary Plan for Data Collection: NPD and the researcher will identify data sources and the researcher will create a data-sharing agreement. The data-sharing and usage agreement will include all stakeholders, purpose of the agreement, duration of agreement, data provided with data flow, and a timeline with frequency. The data-sharing and usage agreement will include data confidentiality, security and retention, and the use of de-identified data. The agreement will be signed by a director or executive in each stakeholder group. Baseline data from NPD for the past 5 years will be shared with the researcher. NPD will assist in identifying data sources that can assist in measuring outcome and process measures.

4.5 – Research Design: A logic model will be created to show the relationships between stakeholders, resources, outputs, and impact to provide a transparent roadmap for planning, implementation, and evaluation. The research will be evaluation-based. With specific project components, specifically CCLI marking, a pre-experimental design can be utilized for those who receive a CCLI. Assessment will include a process, impact, and outcome evaluation, which will require NPD to keep records on project efforts and the researcher to observe and survey/interview stakeholders about process. A mixed methods approach will measure effectiveness and explore experiences with the project, with surveys, interviews, focus groups, and observations. Impact can be measured on longer-term effects, community-wide influences, and potential negative outcomes. In measuring outcome effectiveness, the efficacy will be evaluated to determine if goals were met on budget, within the required time frame, and with intended outcomes. Performance monitoring will be completed throughout to ensure that timely feedback is received and can be provided to BSCC. Qualitative data will be coded and analyzed using thematic analysis, and quantitative data will be analyzed using inferential and descriptive statistics.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.

Budget Attachment

[Organized-Retail-Theft-Prevention-Grant-Program-Budget-Attachment-Final.xlsx](#)

SECTION V -
ATTACHMENTS

This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional

Project Work Plan (Appendix B)

[Appendix_B_-_Project-Work-Plan-ORT_Final.docx](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[Grantee_Assurance_for_Non-Governmental_Organizations.pdf](#)

Local Impact Letter(s) (Appendix E)

[MW_-_local_impact_letter_-_Debbie_Montes.pdf](#)

[MW_-_local_impact_letter_-_Long_V._Nguyen.pdf](#)

[MW_-_local_impact_letter_-_Steven_Mavromihalis.pdf](#)

Letter(s) of Commitment, (Appendix F)

[CSUEB_Letter_of_Support_to_NPD_-_07-2023.pdf](#)

[MVROP_Commitment_Letter.pdf](#)

[Fremont_Ford_-_Letter_of_Commitment.pdf](#)

Policies Limiting Racial Bias

[402_BiasBased_Policing.pdf](#)

Policies on Surveillance Technology

[378_-_Public_Safety_Camera_System.pdf](#)

[405-Portable_Audio_Video_Recorders.pdf](#)

[449-_Body_Worn_Camera_Policy.pdf](#)

[462_Automated_License_Plate_Readers_ALPRs.pdf](#)

[PROPOSED_POLICY_-_In-Car_Video_Recording_System.pdf](#)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

[Certification_of_Compliance_with_BSCC_Policies_on_Debarment_Fraud_Theft_and_Embezzlement.pdf](#)

OPTIONAL: Governing Board Resolution (Appendix H)

Resolution_No._11527_PD_BSCC_Grant_application.pdf

**OPTIONAL:
Bibliography**

CLI. (2010). Government Code §34090.6. California Legislative Information. <https://ncric.ca.gov/>
CRS. (2021, July). Addressing catalytic converter theft. Congressional Research Service. <https://crsreports.congress.gov>
The Economist. (2022, December 17). Crimes of fashion; catalytic-converter theft. The Economist. <https://www.economist.com>
Fennelly, L. (2020). What is crime prevention in 2020? In Handbook of loss prevention and crime prevention. Butterworth-Heinemann.
KCRA. (2023, February 16). California catalytic converter theft suspect run over, killed after sleeping driver wakes up. KCRA 3. <https://www.kcra.com/>
Kromash, W. (2021, November 21). Police mark catalytic converters in hopes of deterring theft. Evanston Round Table. <https://evanstonroundtable.com>
Kiszla, C., Chow, V., & Mentioff, R., (2023, April 21). Vehicle owner fatally stabs would-be catalytic converter thief in South El Monte: Sheriff's Department. <https://ktla.com>
Newark Police Department. (2023). Policy Manual – Policy 314.
NCRIC. (2023). About NCRIC. Northern California Regional Intelligence Center. <https://ncric.ca.gov/>
NCSC. (2013). California crime victims' voices. ncsc.org
NICB. (2023). Catalytic converter thefts skyrocket across the nation. National Insurance Crime Bureau. <https://www.nicb.org>
PERF. (2023, April 1). New PERF study shows police agencies are losing officers faster than they can hire new ones. Police Executive Research Forum. <https://www.policeforum.org/staffing2023>
Scoville, D. (2007, April 30). How to spot a stolen car. Police Magazine. <https://www.policemag.com/>
The White House. (2022, May 25). Executive Order on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety. The White House Briefing Room. <https://www.whitehouse.gov/>
WTHR. (2022, August 16). IMPD program paints catalytic converters to deter thefts. WTHR. <https://www.wthr.com/>
Wuschke, K., Andresen, M., & Brantingham, P. (2021). Pathways of crime: Measuring crime concentrations along urban roadways. The Canadian Geographer, 65(3), 267-280. <https://doi.org/>
Yip, J. (2022, May 2). Bright paint can be a stolen converter alert. Automotive News, 96(7036), 16.

**CONFIDENTIALITY
NOTICE:**

All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.

Budget Attachment

[Organized-Retail-Theft-Prevention-Grant-Program-Budget-Attachment-Final.xlsx](#)

SECTION V - ATTACHMENTS

This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional

Project Work Plan (Appendix B)

[Appendix_B_-_Project-Work-Plan-ORT_Final.docx](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[Grantee_Assurance_for_Non-Governmental_Organizations.pdf](#)

Local Impact Letter(s) (Appendix E)

[MW_-_local_impact_letter_-_Debbie_Montes.pdf](#)

[MW_-_local_impact_letter_-_Long_V._Nguyen.pdf](#)

[MW_-_local_impact_letter_-_Steven_Mavromihalis.pdf](#)

Letter(s) of Commitment, (Appendix F)

[CSUEB_Letter_of_Support_to_NPD_-_07-2023.pdf](#)

[MVROP_Commitment_Letter.pdf](#)

[Fremont_Ford_-_Letter_of_Commitment.pdf](#)

Policies Limiting Racial Bias

[402_BiasBased_Policing.pdf](#)

Policies on Surveillance Technology

[378_-_Public_Safety_Camera_System.pdf](#)

[405-Portable_Audio_Video_Recorders.pdf](#)

[449-_Body_Worn_Camera_Policy.pdf](#)

[462_Automated_License_Plate_Readers_ALPRs.pdf](#)

[PROPOSED_POLICY_-_In-Car_Video_Recording_System.pdf](#)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

[Certification_of_Compliance_with_BSCC_Policies_on_Debarment_Fraud_Theft_and_Embezzlement.pdf](#)

OPTIONAL: Governing Board Resolution (Appendix H)

Resolution_No._11527_PD_BSCC_Grant_application.pdf

**OPTIONAL:
Bibliography**

CLI. (2010). Government Code §34090.6. California Legislative Information. <https://ncric.ca.gov/>
CRS. (2021, July). Addressing catalytic converter theft. Congressional Research Service. <https://crsreports.congress.gov>
The Economist. (2022, December 17). Crimes of fashion; catalytic-converter theft. The Economist. <https://www.economist.com>
Fennelly, L. (2020). What is crime prevention in 2020? In Handbook of loss prevention and crime prevention. Butterworth-Heinemann.
KCRA. (2023, February 16). California catalytic converter theft suspect run over, killed after sleeping driver wakes up. KCRA 3. <https://www.kcra.com/>
Kromash, W. (2021, November 21). Police mark catalytic converters in hopes of deterring theft. Evanston Round Table. <https://evanstonroundtable.com>
Kiszla, C., Chow, V., & Menthoff, R., (2023, April 21). Vehicle owner fatally stabs would-be catalytic converter thief in South El Monte: Sheriff's Department. <https://ktla.com>
Newark Police Department. (2023). Policy Manual – Policy 314.
NCRIC. (2023). About NCRIC. Northern California Regional Intelligence Center. <https://ncric.ca.gov/>
NCSC. (2013). California crime victims' voices. ncsc.org
NICB. (2023). Catalytic converter thefts skyrocket across the nation. National Insurance Crime Bureau. <https://www.nicb.org>
PERF. (2023, April 1). New PERF study shows police agencies are losing officers faster than they can hire new ones. Police Executive Research Forum. <https://www.policeforum.org/staffing2023>
Scoville, D. (2007, April 30). How to spot a stolen car. Police Magazine. <https://www.policemag.com/>
The White House. (2022, May 25). Executive Order on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety. The White House Briefing Room. <https://www.whitehouse.gov/>
WTHR. (2022, August 16). IMPD program paints catalytic converters to deter thefts. WTHR. <https://www.wthr.com/>
Wuschke, K., Andresen, M., & Brantingham, P. (2021). Pathways of crime: Measuring crime concentrations along urban roadways. The Canadian Geographer, 65(3), 267-280. <https://doi.org/>
Yip, J. (2022, May 2). Bright paint can be a stolen converter alert. Automotive News, 96(7036), 16.

**CONFIDENTIALITY
NOTICE:**

All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Appendix B: Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for three (3) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:		> Reduce motor vehicle and motor vehicle accessory theft		
Objectives (A., B., etc.)	A.	Launch a media campaign to publicize Newark Vehicle & Accessory Theft Prevention Program (NVATPP) to deter motor vehicle and vehicle accessory theft		
	B.	Leverage community partnerships to improve communication, raise awareness, and encourage reporting of motor vehicle and motor accessory theft		
Process Measures and Outcome Measures:		- Create 6 new opportunities for NPD and community partners to engage regarding motor vehicle and motor accessory theft, including hosting community forums in-person and virtually to increase participation opportunities - Increase participation at Neighborhood Watch events by 25% - Increase participation at Merchant Watch events by 25% - Attend 10 community events annually		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
1.	Crime prevention web page with NVA TPP initiatives	1. Capt. Macias, CEM Chiu	10/01/23	12/01/23
2.	Social media advertisement contracts	2. Capt. Macias, CEM Chiu	10/01/23	12/01/23
3.	Print Media and branded merchandise purchase	3. CEM Chiu, PSA	12/01/23	05/01/24

4. Dissemination of printed media and branded merch through Merchant Watch and Neighborhood Watch Meetings and community events	4. CEM Chiu, PSA, NPD Officers, Merchant/Neighborhood Watch Captains	05/01/24	Ongoing
5. Update crime prevention website with NVATPP progress	5. CEM Chiu	10/01/24	Ongoing
List data and sources to be used to measure outcomes: > - Track and evaluate the number of website and social media clicks (tracking ad insights) - Community events NPD members participate in, with differentiation between hosted events and event attendance/participation - Community events NPD participated in pre-grant (2022-2023) and number of attendees at the event(s) - Track attendance at community events			

(2) Goal:	> Increase number of vehicle and vehicle accessory theft cases sent to District Attorney's Office for prosecution		
Objectives (A., B., etc.)	A. Improve the ALPR capability at City ingress and egress locations. B. Increase the ability to deploy ALPR technology and community cameras into residential and commercial areas. C. Equip police vehicles with ALPR technology and in-car cameras to obtain suspect information. D. Collaboration with DA's Office to ensure police report quality		
Process Measures and Outcome Measures:	- Increase use of ALPR technology and community cameras by 80% - Increase the number of vehicle/vehicle accessory theft cases sent to the DA's Office by 25% - Increase the amount of evidence available in vehicle/vehicle accessory theft cases with the inclusion of video or ALPR evidence by 25% 100% of officers receive training on in-car camera and ALPR systems		

	Update policies to align with new technology and best practices with 100% of sworn personnel trained on the new policies			
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
1. Finalize contracts and install fixed ALPR	2. Finalize contracts for purchase of mobile community pole cameras and ALPR trailers 3. Purchase Crime Prevention Vehicle for PSA use 4. Hire and train PSA on pole camera and trailer deployments based upon Crime Analyst data 5. Finalize contracts and install in-car camera/ALPRs 6. Train police staff on in-camera ALPR system, policy and reporting requirements 7. Analysis of suspect data and crime patterns 8. DA feedback for reporting elements and briefing trainings	1. Capt. Macias	10/01/23	02/28/24
2. Finalize contracts for purchase of mobile community pole cameras and ALPR trailers		2. LT. Simon	10/01/23	01/31/24
3. Purchase Crime Prevention Vehicle for PSA use		3. LT Griese, Maint. Sup. Connolly	11/01/23	03/01/24
4. Hire and train PSA on pole camera and trailer deployments based upon Crime Analyst data		4. LT. Griese, LT Simon, Sgt Fredstrom	10/01/23	04/01/24
5. Finalize contracts and install in-car camera/ALPRs		5. Capt. Macias, LT Griese, PST Sgt	10/01/24	04/01/24
6. Train police staff on in-camera ALPR system, policy and reporting requirements		6. PST Sgt	03/01/24	07/01/24
7. Analysis of suspect data and crime patterns		7. Crime Analyst Wang	10/01/23	Ongoing
8. DA feedback for reporting elements and briefing trainings		8. Det. Sgt	01/31/24	10/1/26
List data and sources to be used to measure outcomes: >				
- Number of ALPRs deployed pre-grant and during the different stages of the grant - Number of pole cameras and trailers utilized pre-grant and during the different stages of the grant - Policy changes pre-grant and during the different stages of the grant - Analysis of vehicle and vehicle accessory theft cases sent to the DA's Office pre-grant and during different stages of the grant - Evaluation of NPD reports determining suspect's residence based on zip-code - Number of NPD employees trained in ALPR (pre-grant and different stages of the grant) - Number of NPD employees trained on updated policies - Number of PSAs hired and trained during the grant - Number of finalized contracts for fixed ALPR, ALPR speed trailers, in-car cameras with ALPR, and community pole cameras - Number of vehicle/CC theft cases referred to the DA resulting in guilty verdicts/pleas				

Number of NPD employees trained in CPTED, Crime Analysis Expanded Application, High Risk Vehicle Stops, Vehicle Theft Investigation			
(3) Goal:		> Expand CC Label ID Program to improve public safety service satisfaction by Newark residents and businesses	
Objectives (A., B., etc.)	A. Collaborate with community partners to expand CC Label ID program. B. Personal outreach to auto and CC theft victims, particularly those that have been victimized multiple times.		
Process Measures and Outcome Measures:	600 vehicles to receive CC Label ID - Host 12 CCLI events at Newark car dealership and 9 events at the MVROP Center - Notify 90% of prior victims the CCLI is available and of online resources 50% of prior victims will have CCLI placed on vehicle 100% of CCLI vehicles added to CC ID System database, as well as tracked and hosted internally by NPD - Pre-, ante- and post-grant surveys to residents and businesses to determine satisfaction, accessible in paper and virtual formats to reach the most people – goal to have 30% response rate from residents and 30% response rate from businesses and show 20% improvements from the pre-grant survey results to the post-grant survey results. Will evaluate satisfaction, response, confidence, trust, etc.		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline
- Schedule and Coordinate CC Label ID events - Crime Analyst to identify CC theft victims. Prioritize multiple victimizations. - Personal outreach to victims. - Establish a local database for CC Label ID System - Conduct annual satisfaction survey to residents and businesses		- CEM Chiu, LT Sandoval, Fremont Ford, MVROP - CA Wang - NPD Officer, PSA - SSM Huntley, CA Wang - CSUEB Professor	Start Date
			End Date
			10/01/23
			10/01/23
			10/01/23
			10/01/23
			12/31/26
			Ongoing
			Ongoing
			Ongoing
			01/31/27

List data and sources to be used to measure outcomes: > • Number of CCLI events hosted by NPD • Number of prior CC victims from 2019 – June 2023 • Number of prior CC victims notified of CCLI program • Number of CC victims who had CCs labeled • Number of non-victims who had CCLI labeled • Number of vehicles added to the internal CC ID System database • Evaluation of surveys in one-year intervals of residents and businesses in Newark • Number of vehicle thefts and CC thefts in the five years before the start of the grant • Number of vehicles with CCLI labels that are stolen or had CC thefts during the grant period • Number of vehicles without label IDs that are stolen or had CC thefts during the grant period				



Organized Retail Theft Prevention Grant Program - Project Budget and Budget Narrative		
Name of Applicant: City of Newark Police Department		
44-Month Budget: October 1, 2023 to June 1, 2027		
Note: Rows 7-16 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)		
Budget Line Item		Total
1. Salaries & Benefits		\$79,131.00
2. Services and Supplies		\$276,000.00
3. Professional Services or Public Agencies		\$59,000.00
4. Non-Governmental Organization (NGO) Subcontracts		\$15,000.00
5. Data Collection and Evaluation		\$75,000.00
6. Equipment/Fixed Assets		\$360,000.00
7. Financial Audit (Up to \$25,000)		\$25,000.00
8. Other (Travel, Training, etc.)		\$9,000.00
9. Indirect Costs		\$88,313.00
	TOTAL	\$986,444.00
1a. Salaries & Benefits		
Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Salary for Temporary Part-time Police Services Aide (PSA)	Hourly rate = \$26/hour with an annual max of 1,000 hours. Non-benefited annual salary = \$26,377 (amount includes the 1.45% Employer Medicare tax).	\$79,131.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL	\$79,131.00
1b. Salaries & Benefits Narrative:		
The Police Service Aide will be hired on a three-year term mirroring the grant duration. This is a Part-Time Seasonal Temporary position that is non-benefited and limited to a maximum of 1,000 hours per year or 0.48 Full-Time Equivalent (FTE). The annual cost of this position is \$26,377 = \$26.00 per hour x 1,000 hours per year plus the 1.45% Employer Medicare Tax.		
2a. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Total
In-car cameras with ALPRs for police vehicles	19 Patrol Cars, vehicle abatement, CSO, and Animal Control = 22 Vehicles for 36 months (\$9,000 X 22)	\$198,000.00
Flock Safety Cameras - identify the missing lanes and request six additional cameras	6 camera @ \$3,000 EA = \$18,000, one time installation cost = \$3,900, Subtotal year one + \$21,900, Annual recurring: \$18,000 (3 year contract), Contract Total = (\$18,000 X 3) + \$3,900 = \$57,900	\$58,000.00
Catalytic Converter Label ID Program	1000 units estimated @ \$5,000	\$5,000.00
MVROP - CCLI Program	\$5000 annually for service expenses	\$15,000.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL	\$276,000.00
2b. Services and Supplies Narrative:		
Vendor selections for all service and equipment purchases will be made following a competitive purchasing process following City purchasing rules and grantor requirements. In-car camera systems are offered both as services with a lease program or as hardware equipment purchases. An estimate was obtained for an in-car camera lease option in preparation for this proposal. The additional fixed ALPRs would supplement an existing city contract of 20 cameras with Flock Safety. Catalytic Converter Label Identification (CCLI) labels are only available from a single source vendor. \$5000 will be paid annually to MVROP for service expenses.		
3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total

Social Media Advertisements	Digital Outreach (Meta Ads (Facebook & Instagram): \$200 per month x 36 months: \$7,200, WAZE: 750,000 Impressions @ \$25 CPM = \$15,000 x 3 months (1 x per year over 3 years) = \$45,000.	\$52,200.00
Print Media and Postage	Print Media - Info cards: 6,000 = \$800, Postage cost = \$1,000.	\$1,800.00
Branded Merchandise	Branded Merchandise: (i.e. notebooks, keychains with QR code, giveaways); \$4,000, Window decals for merchants: 100 8x8 static clings with Safety Info + QR code = \$1000	\$5,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$59,000.00

3b. Professional Services Narrative

Vendor selections for all service purchases will be made following a competitive purchasing process following City purchasing rules and grantor requirements. A variety of social media advertising option estimates make up the requested amount. Cost per mille (CPM) is a paid advertising option where companies pay a price for every 1,000 impressions an ad receives.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
Fremont Ford-CCLI Program Community Partner Expense	\$5000 annually for staff time and equipment expenses	\$15,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$15,000.00

4b. Non-Governmental Organization (NGO) Subcontracts Narrative

Fremont Ford is considered a non-government organization by providing services with grant funds. CCLI labels will be purchased by NPD with grant funds. \$5000 will be paid to Fremont Ford annually to cover service expenses for this community partner.

5a. Data Collection and Evaluation

Description of Data Collection and Evaluation	Calculation for Expense	Total
CSUEB-Project Evaluation and Monitoring Research Organization Partnership	Minimum of \$75,000	\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$75,000.00

5b. Data Collection and Evaluation Narrative

California State University East Bay Director of Forensic Science Research has agreed to partner and agrees to fee and deliverables, including developing a Local Evaluation Plan and a Local Evaluation Report. Consultant service selection was made through processes described in 3.2 - Partner Agency Coordination.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
PSA - Crime Prevention vehicle	Estimate of one Police SUV	\$90,000.00
Mobile Community Pole Cameras (Crime Deterrent)	WCCTV Mini Dome Solar Trailer - 3 commercial units @ \$50,000 = \$150,000	\$150,000.00
Mobile Technology Speed Trailer with ALPR	4 @ \$30,000 each	\$120,000.00

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTALS	\$360,000.00

6b. Equipment/Fixed Assets Narrative

Estimate for one police SUV for a Crime Prevention vehicle was provided by City of Newark's Fleet Maintenance Superintendent that manages all city vehicle purchases. Cost estimate includes an exterior NVATPP branded wrap for the vehicle to be used at community events. Vendor selections for all equipment purchases will be made following a competitive purchasing process following City purchasing rules and grantor requirements.

7a. Financial Audit

Description	Calculation for Expense	Total
Audit Reimbursement	Add to City Audit Contract	\$25,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL	\$25,000.00

7b. Financial Audit) Narrative:

Audits will be performed by the independent audit firm, Lance, Soll & Lunghard, LLP Certified Public Accountants. LSL CPAs are engaged to perform annual Financial, Compliance, and Single Audits. Each audit includes examining evidence supporting amounts and disclosures in the financial statements, understanding of the entity's environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. A risk assessment is performed as part of our audit planning to design the nature, timing, and extent of further audit procedures.

In addition, a Single Audit reporting package is submitted to the State Controller's Office. The Single Audit package includes the following contents:

- 1) INDEPENDENT AUDITORS' REPORT
- 2) BASIC FINANCIAL STATEMENTS
- 3) REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

8a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Crime Prevention Through Environmental Design Training (CA POST)	Tuition = \$250, Travel Expense = \$800, Lodging + Parking = \$1,500, Meals = \$450, One person cost = \$3,000 annually	\$9,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL	\$9,000.00

8b. Other (Travel, Training, etc.) Narrative:

One police employee will attend Crime Prevention through Environmental Design Training each year of the grant duration. Basic and advanced CPTED courses are offered through the California Police Officer's Standards and Training Course Catalog. Travel and training expenses are estimates and will vary depending on course location. Basic and Advanced courses are both 40 hours, 5 days. All currently available courses within CA would require travel and lodging

9a. Indirect Costs

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:		Grant Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization does not have a federally approved indirect cost rate.		\$88,313	\$88,313
If using Option 1) grant funds allocated to Indirect Costs may not exceed:		\$0	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.		\$0	\$0
If using Option 2) grant funds allocated to Indirect Costs may not exceed:		\$0	
Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red , please adjust it to not exceed the line-item noted.			
	TOTAL	\$88,313	\$88,313

9b. Indirect Costs Narrative:

The City does not have a Negotiated Indirect Cost Rate Agreement (NICRA).



Date: June 30, 2023

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention
Grant Program

The Motor Vehicle Theft Prevention Program is a comprehensive and multi-pronged initiative designed to combat the alarming increase in vehicle theft and catalytic converter theft within the Newark area. Recognizing the urgent need for action, this program incorporates various strategies aimed at prevention, awareness, and collaboration. Through a combination of community education campaigns, enhanced technology, strategic community partnerships, and targeted programming, this initiative seeks to curtail the rising trend of theft and protect the residents and businesses of Newark. By addressing this pressing issue from multiple angles, the Motor Vehicle Theft Prevention Program aims to create a safer and more secure environment for all members of the community.

We, the Newark Chamber of Commerce, represent a diverse group of local businesses in the Newark area. As a local business community, we have witnessed the concerning impact of the rising trend of vehicle and catalytic converter thefts firsthand. This pervasive issue has not only affected our customers but has subsequently had a significant impact on our entire Newark business community. The theft of vehicles and catalytic converters has led to an increase in repair and replacement costs for our customers, causing financial strain and inconvenience. Moreover, the repeated incidents of theft have created a sense of insecurity among our customers, as they worry about the safety of their vehicles and the potential for further thefts, thus deterring their business with our merchants. This loss of confidence in the local business environment has had a ripple effect on the community, affecting customer loyalty, sales, and overall economic stability. It is imperative that we address this issue collectively and implement effective preventive measures to restore the trust and security within our business community and the City of Newark as a whole.

As the local Chamber of Commerce, we recognize that the Motor Vehicle Theft Prevention Program project may have positive impacts on retailers. We are committed to strengthening our community partnership with the Newark Police Department for this program. By collaborating on education campaigns, we can jointly raise awareness among businesses and residents about the importance of vehicle security measures. Through community outreach initiatives, we can work together to disseminate information, engage with the public and merchants, empower them with knowledge and strategies to protect their vehicles. Additionally, by implementing community programming like catalytic converter ID kits, we can provide practical tools for residents and businesses to mark their converters and deter theft. This partnership between the Chamber of Commerce and the Newark Police Department will not only enhance safety and security but also foster a sense of unity and collective responsibility within our community, strengthening the overall business environment and quality of life for all.

Signed by

A handwritten signature in black ink, appearing to read "Debbie Montes", is written over a circular stamp that is partially visible on the left.

Debbie Montes, Executive Director
Newark Chamber of Commerce

Newark Chamber of Commerce 37101 Newark Blvd., Newark, CA 94560 / 510-578-4500

debbie.montes@newark.org



CALIFORNIA STATE
UNIVERSITY
EAST BAY

College of Letters, Arts, and Social Sciences (CLASS)

Department of Criminal Justice
Student Faculty Building, Room 402
25800 Carlos Bee Boulevard, Hayward CA 94542-3044
510.885.3590 • <http://class.csueastbay.edu/criminaljustice/>

July 3, 2023

Captain Jolie Macias
Newark Police Department
37077 Newark Boulevard
Newark, CA 94560

Dear Captain Macias,

Thank you for sharing your intent to apply for the Board of State and Community Correction's Organized Retail Theft Prevention Grant Program in July 2023. With awareness of the dramatic recent increase in vehicle and vehicle component theft in the San Francisco Bay Area, the grant program is timely and can disrupt the trends, leading to much-needed regional changes in crime prevention.

California State University East Bay's Forensic Science Research Center (FSRC) and its researchers are able to support your efforts in data collection and evaluation, as well as obtaining Institutional Review Board approval for the mixed-methods research. The FSRC is dedicated to creating a Local Evaluation Plan, designing research instruments, assisting with data-sharing agreements, collecting and analyzing data, and completing a Local Evaluation Report by the dates listed in the grant proposal. The FSRC researchers will also be available to participate in evaluation meetings with the grantor, write related academic and practitioner-based publications, and assist with sharing the data at conferences and regional symposiums.

Please reach out with any questions.

Best regards,

A handwritten signature in black ink that reads "Michelle R. Rippy".

Dr. Michelle Rippy
Director, Forensic Science Research Center
Associate Professor | Department of Criminal Justice
California State University East Bay
(510) 885-3171
michelle.rippy@csueastbay.edu



FREMONT FORD

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention
Grant Program Date: 7/7/23

Re: Attachment - Local Commitment Letter

This letter is being submitted to document that Fremont Ford agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the Newark Police Department.

Newark Police Department has communicated intent to apply for grant funding to support efforts to prevent motor vehicle and motor vehicle accessory theft. Fremont Ford's Service Department is a willing to partner for the Catalytic Converter Label Identification program.

Fremont Ford understands that partnering with the Newark Police Department to mitigate the rising issue of catalytic converter theft will offer support to victims and other community members through enhanced preventative measures. To address the impact of this crime on individuals and businesses, Fremont Ford will facilitate the installation of catalytic converter ID kits, provided by the Newark Police Department, on community members' catalytic converters. Fremont Ford technicians will ensure proper placement regarding the installation in adherence to manufacturer guidelines, maximizing the effectiveness of the ID system. Fremont Ford will assist the Newark Police Department in their three-year Motor Vehicle Theft Prevention Project.

Sincerely,

Ron Jones
Service & Parts Director
Fremont Ford
(510) 651-5600

A handwritten signature in black ink, appearing to be "RJ" with a long, sweeping underline.



Mission Valley ROP

CAREER TECHNICAL TRAINING CENTER

5019 Stevenson Blvd · Fremont, CA 94538-2449

(510) 657-1865 · Fax (510) 438-0378 · www.mvrop.org

To: Board of State and Community Corrections
Re: The Organized Retail Theft

Prevention Grant Program Date: 7/7/23

This letter is being submitted to document that the Mission Valley Regional Occupation Program (MVROP) agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the Newark Police Department (NPD).

NPD has communicated its intent to apply for grant funding to support efforts to combat the rising issue of catalytic converter theft while simultaneously providing career training opportunities for students. MVROP is proud to partner with the Newark Police Department in a three-year commitment to further this effort.

Through hands-on experience installing catalytic converter ID kits, our students gain valuable skills, foster a sense of responsibility, and actively contribute to a safer community. This collaborative effort builds strong bonds between residents, students in the MVROP program, and law enforcement, fostering trust and unity. By actively engaging in community outreach and education, we empower residents and businesses with the knowledge to protect their vehicles and deter theft. The ROP program's dedication to this project demonstrates our commitment to education, community service, and creating a safer environment in Newark.

Signed by,

A handwritten signature in black ink, appearing to be 'C. Adams-Hart', written over a horizontal line.

Dr. Cliff Adams-Hart
Director of Educational Services
Mission Valley ROP
510.657.1865 x 15138

VN INVESTMENT GROUP, LLC

1256 South Abel Street, Milpitas, CA 95035

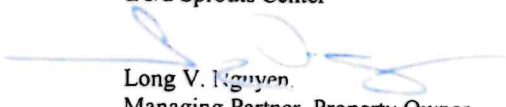
To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention
Grant Program Date: 7/7/23

Re: Attachment – Local Impact Letter

The Merchant Watch program in Newark is a joint effort between local businesses and the Newark Police Department that focuses on crime prevention within our shopping centers. Increased crime affecting our businesses over the past few years is what led to the formation of the Merchant Watch program. As a commercial property owner, I have valued the collaboration between the police department, myself, and the tenants of my shopping center. The relationship has improved communication among business owners and their customers, but many are still concerned about the impacts of crime.

The Merchant Watch recognizes the issue of motor vehicle theft and motor vehicle accessory theft that occurs within the city and is primarily concerned with the thefts that occur within our shopping centers. As a business owner and member of the Merchant Watch, I support the Newark Police Department's effort to seek grant funding to prevent and solve crime. Increased efforts will further inspire confidence from our businesses and customers. Together, we can make a positive impact and ensure a safer future for our community.

Sincerely,
VN Investment Group, LLC
d/b/a Sprouts Center



Long V. Nguyen
Managing Partner, Property Owner
Newark Police Department Merchant Watch

6203 Jarvis, LLC

PO Box 316, Tiburon, CA 94920

To: The Board of State and Community Corrections

Regarding: The Organized Retail Theft Prevention Program

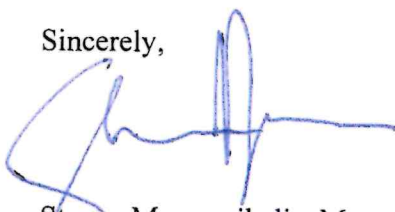
Date: July 7, 2023

Dear Board Members,

As you know, the Merchant Watch program in Newark is a joint effort between our local business community and the Newark Police Department. The focus of the program is crime prevention within our shopping centers. The increased crime over the past few years has had a negative effect on retail businesses in Newark, and all over the State. But, with the leadership and guidance of our dedicated Newark Police Department, local property owners and commercial tenants have come together to form the Merchant Watch program. As a commercial property owner, I have valued the collaboration between the police department, myself, and the tenants of my shopping center. The relationship has improved communication among business owners and their customers, but many are still concerned about the impacts of crime.

The Merchant Watch recognizes the issue of motor vehicle theft and motor vehicle accessory theft that occurs within the City of Newark and is primarily concerned with the thefts that occur within our shopping centers. As a business owner and member of the Merchant Watch, I support the Newark Police Department's effort to seek grant funding to prevent and solve crime. Increased efforts will further inspire confidence from our businesses, commercial property owners, and most importantly, from the citizens of Newark and the surrounding towns, who make up the bulk of our customer base. By all working together, we can make a positive impact and ensure a safer future for our community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven Mavromihalis', with a stylized flourish at the end.

Steven Mavromihalis, Manager of 6203 Jarvis, LLC, d/b/a Sprouts Center, Newark, CA, and Member of the Newark Police Department Merchant Watch

Bias-Based Policing

402.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Newark Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

402.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Penal Code § 13519.4).

402.2 POLICY

The Newark Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

402.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

402.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

Members shall not collect information from a person based on religious belief, practice, affiliation, national origin or ethnicity unless permitted under state or federal law (Government Code § 8310.3).

Members shall not assist federal government authorities (Government Code § 8310.3):

- (a) In compiling personal information about a person's religious belief, practice, affiliation, national origin or ethnicity.
- (b) By investigating, enforcing or assisting with the investigation or enforcement of any requirement that a person register with the federal government based on religious belief, practice, or affiliation, or national origin or ethnicity.

Newark Police Department

Newark PD Policy Manual

Bias-Based Policing

402.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any biased-based actions by another member.

402.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

402.4.2 REPORTING OF STOPS

Unless an exception applies under 11 CCR 999.227, an officer conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple officers conduct a stop, the officer with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

If multiple agencies are involved in a stop and the Newark Police Department is the primary agency, the Newark Police Department officer shall collect the data elements and prepare the stop data report (11 CCR 999.227).

The stop data report should be completed by the end of the officer's shift or as soon as practicable (11 CCR 999.227).

402.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review MAV recordings, portable audio/video recordings, Mobile Digital Computer (MDC) data and any other available resource used to document contact between officers and the public to ensure compliance with the policy.
 - 1. Supervisors should document these periodic reviews.

Newark Police Department

Newark PD Policy Manual

Bias-Based Policing

2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

402.6 ADMINISTRATION

Each year, the Field Operations Division Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police.

The annual report should not contain any identifying information about any specific complaint, member of the public or officers. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service.

Supervisors should review the annual report and discuss the results with those they are assigned to supervise.

402.7 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Training Unit.

- (a) All sworn members of this department will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of bias-based policing.
- (b) Pending participation in such POST-approved training and at all times, all members of this department are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Each sworn member of this department who received initial bias-based policing training will thereafter be required to complete an approved refresher course every five years, or sooner if deemed necessary, in order to keep current with changing racial, identity and cultural trends (Penal Code § 13519.4(i)).

402.8 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The Internal Affairs Unit Manager shall ensure that all data required by the California Department of Justice (DOJ) regarding complaints of racial bias against officers is collected and provided to the Records Supervisor for required reporting to the DOJ (Penal Code § 13012; Penal Code § 13020). See the Records Unit Policy.

Supervisors should ensure that data stop reports are provided to the Records Supervisor for required annual reporting to the DOJ (Government Code § 12525.5) (See Records Bureau Policy).

Public Safety Camera System

378.1 PURPOSE AND SCOPE

The City of Newark operates a public safety camera system for the purpose of creating a safer environment for all those who live, work and visit the City. This policy explains the purpose of the cameras and provides guidelines for their operation and for the storage of captured images.

378.2 POLICY

Cameras may be placed in strategic locations throughout the City at the direction or with the approval of the Chief of Police. These cameras can be used for detecting and deterring crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.

378.3 PROCEDURE

The following procedures have been established for the effective operation of the public safety camera system.

378.3.1 MONITORING

Images from each camera will be recorded on a 24-hour basis every day of the week. These images will be transmitted to monitors installed in the Watch Commander's Office and the Dispatch Center. When activity warranting further investigation is reported or detected at any camera location, the dispatcher may selectively view the appropriate camera and relay any available information to responding units. The Watch Commander or the Dispatch Center personnel are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

The Chief of Police may authorize video feeds from the public safety camera system to be set up at a location other than the Dispatch Center for monitoring by other than police personnel when the provision of such access is in furtherance of this policy.

The cameras only record images and do not record sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high value or high threat areas. In addition, the public safety camera system may be useful for the following purposes:

- (a) To assist in identifying, apprehending and prosecuting offenders.
- (b) To assist in gathering evidence for criminal and civil court actions.
- (c) To help emergency services personnel maintain public order.
- (d) To monitor pedestrian and vehicle traffic activity.
- (e) To help improve the general environment on the public streets.

Newark Police Department

Newark PD Policy Manual

Public Safety Camera System

- (f) To assist in providing effective public services.

378.3.2 TRAINING

Personnel involved in video monitoring will be appropriately trained and supervised.

378.3.3 PROHIBITED ACTIVITY

Video monitoring will be conducted in a professional, ethical and legal manner. The public safety camera system will not be used to invade the privacy of individuals, to look into private areas or areas where the reasonable expectation of privacy exists. All reasonable efforts will be taken to protect these rights. Video monitoring shall not be used to harass, intimidate or discriminate against any individual or group.

378.3.4 CAMERA MARKINGS

Except in the case of covert operations or confidential investigations, all public areas that are monitored by public safety cameras shall be marked in a conspicuous manner with appropriate signs to inform the public that the area is under police surveillance. Signs shall be well lit to ensure visibility.

378.4 MEDIA STORAGE

All media will be stored in a secure area with access restricted to authorized persons.

Recordings not otherwise needed for official reasons shall be retained for a period of not less than one year and thereafter should be erased with the written consent of the City Attorney. Any recordings needed as evidence in a criminal or civil proceeding shall be copied to a suitable medium and booked into evidence in accordance with current evidence procedures (Government Code § 34090.6).

378.5 REVIEW OR RELEASE OR OF VIDEO IMAGES

The review or the release of video images shall be done only with the authorization of the Chief of Police or his/her designee and only with a properly completed written request. Video images needed for a criminal investigation or other official reason shall be collected and booked in accordance with current departmental evidence procedures.

378.5.1 PUBLIC AND OTHER AGENCY REQUESTS

Requests for recorded video images from other government agencies or by the submission of a court order or subpoena shall be promptly submitted to the Communications Manager, who will promptly research the request and submit the results of such search through the Chief of Police to the City Attorney's office for further handling. Every reasonable effort should be made to preserve the data requested until the request has been fully processed by the City Attorney's office.

Video images captured by public safety cameras that are requested by the public or media will be made available only to the extent required by law. Except as required by a valid court order or other lawful process, video images requested under the Public Records Act will generally not be

Newark Police Department

Newark PD Policy Manual

Public Safety Camera System

disclosed to the public when such video images are evidence in an ongoing criminal investigation in which a disposition has not been reached.

378.6 ANNUAL REVIEW OF THE PUBLIC SAFETY CAMERA SYSTEM

The Chief of Police or his/her designee will conduct an annual review of the public safety camera system. The annual review will include an inventory of video monitoring installations, date of installation, summary of the purpose, adherence to this policy and any proposed policy changes. The results of each review will be documented and maintained by the Chief of Police or his/her designee and other applicable advisory bodies. Any concerns or deviations from this policy will be addressed promptly and effectively.

Automated License Plate Readers (ALPRs)

462.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

462.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Newark Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

462.2.1 ALPR ADMINISTRATOR

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

462.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

Newark Police Department

Newark PD Policy Manual

Automated License Plate Readers (ALPRs)

- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

462.4 DATA COLLECTION AND RETENTION

The Administration Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

462.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Newark Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

Newark Police Department

Newark PD Policy Manual

Automated License Plate Readers (ALPRs)

- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

462.6 POLICY

The policy of the Newark Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

462.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administration Division Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

462.8 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

	Name	Title	Organization / Agency
1	Ryan Allain	Director	Government Affairs, California Retailers Association
2	Chesa Boudin	Executive Director	Criminal Law & Justice Center – UC Berkeley School of Law
3	Michelle Brown	Retired Chief Probation Officer	San Bernardino County
4	Derek Casebeer	Chief Deputy	Sacramento County Probation Department
5	Tracie Cone	Public Information Officer	Board of State and Community Corrections
6	Jason Craven	Officer	CA Highway Patrol Organized Retail Crime Task Force & Sacramento County Auto Theft Suppression Task Force
7	Jason Daugherty	Retired CHP Captain	Commander of Field Support Section
8	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
9	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
10	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
11	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
12	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
13	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
14	Nancy O'Malley	Retired District Attorney	Alameda County
15	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
16	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
17	Rodney Rego	Captain	Elk Grove Police Department
18	Michelle Solorzano	Sr. Project Manager	City of El Monte
19	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
20	Eric Taylor	Sheriff	San Benito County

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

NOTE: If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

¹ For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

Organized Retail Theft Prevention Grant Program Non-Governmental Organization Assurances			
Name of Applicant: City of Newark – Police Department			
Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Fremont Ford	39700 Balentine Drive, Newark, CA 94560	Ron.jones@fremontford.com (510)360-7190	Yes X No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

The signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE			
This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
David Benoun	City Manager	(510) 578-4200	david.benoun@newark.org
STREET ADDRESS	CITY	STATE	ZIP CODE
37101 Newark Boulevard	Newark	CA	94560
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
			07/06/2023

Certificate Of Completion

Envelope Id: F363A6C4986543228EFE59DECFC56625

Status: Completed

Subject: Complete with DocuSign: 23-27 ORTP Grant Agreement - Newark Police Department 1161-23 (003) v2.pdf

Source Envelope:

Document Pages: 58

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sheila Harrington

AutoNav: Enabled

37101 Newark Boulevard

Envelope Stamping: Enabled

Newark, CA 94560

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

sheila.harrington@newark.org

IP Address: 206.128.122.185

Record Tracking

Status: Original

9/20/2023 2:21:30 PM

Holder: Sheila Harrington

sheila.harrington@newark.org

Location: DocuSign

Signer Events

David J. Benoun

david.benoun@newark.org

NEWARK CITY MANAGER

David Benoun

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

075787B2C2304C4...

Signature Adoption: Drawn on Device

Using IP Address: 71.202.42.62

Signed using mobile

Timestamp

Sent: 9/20/2023 2:39:32 PM

Resent: 9/27/2023 10:32:11 AM

Viewed: 9/27/2023 12:47:21 PM

Signed: 9/27/2023 12:47:25 PM

Electronic Record and Signature Disclosure:

Accepted: 9/27/2023 12:47:20 PM

ID: 5d1a9b3f-3e7c-4997-9a73-5754fe5f10b7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Gloria del Rosario

gloria.delrosario@newark.org

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/20/2023 2:39:33 PM

Viewed: 9/20/2023 3:56:42 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jolie Macias

jolie.macias@newark.org

Jolie Macias

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/20/2023 2:39:32 PM

Viewed: 9/20/2023 2:43:43 PM

Electronic Record and Signature Disclosure:

Accepted: 3/6/2023 1:37:04 PM

ID: 0d91d52b-fb6e-407a-9876-92879947876e

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamps

9/20/2023 2:39:33 PM
9/27/2023 12:47:21 PM
9/27/2023 12:47:25 PM
9/27/2023 12:47:25 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Newark (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sheila.harrington@newark.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Newark

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sheila.harrington@newark.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Newark

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Newark as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Newark during the course of your relationship with City of Newark.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY TO ACCEPT THE
STATE OF CALIFORNIA BOARD OF STATE AND
COMMUNITY CORRECTIONS ORGANIZED RETAIL THEFT
PREVENTION GRANT AWARD AND AMENDING THE 2022-
2024 BIENNIAL BUDGET

WHEREAS, the City of Newark has been selected to receive the State of California Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention grant to support local law enforcement agencies in the preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft; and

WHEREAS, the State Budget Act of 2022 (Senate Bill 154, Chapter 43, Statutes of 2022) established the Organized Retail Theft (ORT) Prevention Grant Program, providing funding of \$242,250,000 to California city police departments, sheriff departments, and probation departments to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft. Permissible uses of the grant include, but are not limited to, purchase of technology or other equipment to help deter strategies for preventing or responding to crime; and

WHEREAS, the City Council, pursuant to Resolution No. 11527, previously authorized the City Manager to submit a grant proposal and execute a grant agreement with the BSCC for an ORT grant; and

WHEREAS, funding in the amount of \$986,444 has been allocated to the Newark Police Department for the Newark Vehicle and Accessory Theft Prevention Program that will leverage technology and community partnerships to provide comprehensive, evidence based public safety services to prevent motor vehicle and vehicle accessory theft; and

WHEREAS, no match is required for this funding; and

WHEREAS, the City of Newark will provide the BSCC with a financial audit that covers the service delivery period of the grant (October 1, 2023 – December 31, 2026). The audit report will be due no later than June 1, 2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to accept the ORT Prevention grant through the BSCC and authorizes the City Manager to take all actions necessary to effectuate the intent of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Newark approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Program as follows:

FR: 234.30.031.310.4792.BSCC.ORT	BSCC Grant Award	\$986,444
TO: 234.30.031.310.5120.BSCC.ORT	Police Service Aid Personnel Costs	\$79,131
TO: 234.30.031.310.6120.BSCC.ORT	Special Department Supplies	\$11,800
TO: 234.30.031.310.6220.BSCC.ORT	Consultant/Professional Services	\$438,200
TO: 234.30.031.310.6440.BSCC.ORT	Travel/Lodging/Meals	\$8,000
TO: 234.30.031.310.6450.BSCC.ORT	Training & Education	\$1,000
TO: 234.30.031.310.8052.BSCC.ORT	Vehicles	\$210,000
TO: 234.30.031.310.8053.BSCC.ORT	Special Police Equipment	\$150,000
TO: 234.30.031.310.8053.BSCC.ORT	Internal Services	\$88,313

RESOLUTION NO. 11527

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO SUBMIT
A PROPOSAL ON BEHALF OF THE CITY COUNCIL TO THE
STATE OF CALIFORNIA BOARD OF STATE AND
COMMUNITY CORRECTIONS FOR THE ORGANIZED
RETAIL THEFT PREVENTION PROGRAM

WHEREAS, the City of Newark is experiencing a trend of increasing catalytic converter thefts, like other area cities in the Bay Area; and

WHEREAS, the City of Newark for the Newark Police Department desires to participate in the Organized Retail Theft Prevention Grant Program funded through the State Budget Act and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC) to address vehicle and car parts theft.

NOW, THEREFORE, BE IT RESOLVED that the City Manager be authorized on behalf of the City Council to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including and amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the City of Newark agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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

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

AYES: Council Members Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon

NOES: None

ABSENT: Council Member Bucci

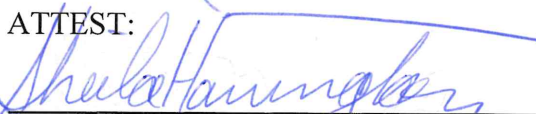
SECONDED: Council Member Jorgens

APPROVED:



MICHAEL K. HANNON
Mayor

ATTEST:



SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:



KRISTOPHER J. KOKOTAYLO
City Attorney



STAFF REPORT

Item D. 4.

DATE 10/12/2023
TO Honorable Mayor and City Council Members
FROM Cathreene Ingham-Watters, Human Resources Director
SUBJECT Adopt a resolution approving a Letter of Understanding to the Memorandum of Understanding with the Newark Police Association

SUMMARY AND RECOMMENDATION

Staff has engaged in multiple meet and confer sessions with the Newark Police Association regarding the Classification and Compensation Study results as required by the Memorandum of Understanding with the Newark Police Association. The City and the Newark Police Association have reached an agreement following meet and confer efforts and staff now recommends that the City Council adopt a resolution approving a Letter of Understanding to the Memorandum of Understanding with the Newark Police Association, providing a 3.5% base pay salary increase to Police Officers and a 5.5% base pay salary increase to Police Sergeants.

BACKGROUND

On July 28, 2022, City Council approved a side letter to the Newark Police Association (NPA) Memorandum of Understanding (MOU). This side letter, among other things, included a requirement that the City conduct a Classification and Compensation Study (Study) in Fiscal Year 2023 and an agreement to meet and confer on the Study results. On March 23, 2023, NPA members and representatives were invited to a presentation of the compensation portion of the Study results. The results showed that all NPA classifications with at least four matches in the City's ten-city labor market were above the average of the market (0.3% - 9.2%). Each City was surveyed for their highest base pay and the City's highest contributions to medical, dental, vision, disability insurance and life insurance premiums. This total compensation amount was compared to Newark's total compensation amount for each NPA classification. Classification studies capture a moment in time and often become outdated by the time a study is complete, as cities have varied effective dates of increases to salaries and City contributions to benefits.

DISCUSSION/ANALYSIS

Around the time the Study results were released, the City began experiencing a higher vacancy rate for the Police Officer classification. Since the Study used November 2022 data, and in an effort to ensure successful recruitment and retention of Police Officers, the City updated the Study results with February 2023 data and added comparisons to City deferred compensation contributions and specialty pays, such as longevity and holiday-in-lieu. With these updates, the survey showed that the classification of Police Officer was 2.1% above the market average. The updated February 2023 data was included in the March presentation to the NPA membership and representatives.

Due to many cities in the region experiencing high Police Officer vacancy rates, cities began increasing their total compensation salaries and MOUs set to expire in the spring or summer of 2023 were renewed. This led to the City conducting an additional compensation survey capturing data effective on July 1, 2023. This survey showed that Police Officers were 2.6% below the market average. Since salary increases for Police Officers are often similar to salary increases Police Sergeants, the City conducted a survey of Police Sergeant compensation, showing Sergeants were 4.7% below the labor market average.

The City's designated labor negotiators met with NPA representatives to discuss the July 1, 2023 labor market survey results. As a result of those discussions, the parties prepared a Letter of Understanding to the MOU to implement a 3.5% base pay salary increase to the classification of Police Officer and a 5.5% base pay salary increase to the classification of Police Sergeant effective the first full pay period after City Council approval. Using the July 1, 2023 data and applying the 3.5% Police Officer salary increase, the classification of Police Officer moves from a position of seven (7) to four (4) in the ten (10) city labor market. In other words, three of the ten cities have a higher total compensation and six cities have a lower total compensation, placing the City in the top half of the labor market. However, at least one City has provided a salary increase since July 1 and another City is expected to agree to salary increases next month. In consideration of this information and some cities' July 1, 2024 salary increases, the proposed salary increases of 3.5% and 5.5% exceed the July 1, 2023 market average difference by 0.8% (Police Sergeant) and 0.9% (Police Officer). NPA representatives have executed the Letter of Understanding.

FISCAL IMPACT

The cost of implementing the proposed salary increases is \$445,000 in Fiscal Year 2024. Police Officer costs are estimated at \$293,000 and Police Sergeant costs are estimated at \$152,000. These costs include salaries and benefits, including CalPERS retirement contributions by the City. The ongoing impact of these increases will be included in future proposed budgets presented to City Council for consideration.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director

Reviewed by - Lenka Hovorka, Assistant City Manager

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David J. Benoun, City Manager

Attachments

Resolution LOU

Exhibit A - NPA Letter of Understanding

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING A LETTER OF UNDERSTANDING
WITH THE NEWARK POLICE ASSOCIATION TO
IMPLEMENT THE CLASSIFICATION AND COMPENSATION
STUDY RESULTS

WHEREAS, the City and the Newark Police Association (NPA) are parties to a Memorandum of Understanding (MOU) in effect between July 1, 2019 and June 30, 2025; and

WHEREAS, Section IV. Labor Market of the MOU states the City will conduct a Compensation Study that will include a Total Compensation Survey (Survey) for all NPA classifications, and the implementation of equity adjustments based on the Study will be subject to meet and confer with NPA; and

WHEREAS, the City conducted the Survey using November 2022 data and invited NPA members to a presentation of the results on March 23, 2023; and

WHEREAS, all NPA classifications with at least four matches in the labor market were shown to be above the market average; and

WHEREAS, updates to the Survey were conducted for the classification of Police Officer with data effective February 2022 and for the classifications of Police Officer and Police Sergeant effective July 2023; and

WHEREAS, the July 2023 Survey showed Police Officers were 2.6% below the market average and Police Sergeants were 4.7% below the market average; and

WHEREAS, cities in Newark's labor market are increasing salaries and Newark desires to remain competitive to recruit and retain highly qualified Police Officers and Police Sergeants; and

WHEREAS, the City has met and conferred with NPA and reached agreement on the implementation of the Survey results.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council approves and authorizes the City Manager to execute the Letter of Understanding, in a form approved by the City Attorney, between the City of Newark and the Newark Police Association to provide a 3.5% salary increase to base pay for the classification of Police Officer and a 5.5% salary increase to base pay for the classification of Police Sergeant effective the first full pay period after City Council approval, as provided in Exhibit A.

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



To: Newark Police Association (NPA) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: September 26, 2023

This will serve as a Letter of Understanding (LOU) to the City of Newark (City) and the Newark Police Association (NPA) July 1, 2019 - June 30, 2025 Memorandum of Understanding (MOU). The purpose of this LOU is to memorialize the equity adjustments that will occur resulting from recent discussions between the City and NPA regarding the implementation of Classification and Compensation Study results. This LOU will become effective upon approval by the City Council.

The City and NPA agree to the following amendments to the MOU:

Section V.A.2 of MOU:

Add:

- f. As a result of the meet and confer process described in paragraph two of Section IV. Labor Market, the following shall occur: Effective the first full pay period following City Council approval, Police Officers shall receive a three and one-half percent (3.5%) equity adjustment to their base pay, and Police Sergeants shall receive a five and one-half percent (5.5%) equity adjustment to their base pay. These equity adjustments are included in the revised pay ranges for the classifications which are attached hereto as revised Exhibit A.4.

MOU Exhibits:

See attached "Exhibit A.5", previously titled Exhibit A-4 in the MOU. The exhibit has been updated to include the above salary increases and remove the language "Listed salaries are subject to change pursuant to negotiated equity adjustments."

Dated: _____

For the City of Newark:

For the Newark Police Association:

David J. Benoun, City Manager

Steven Losier, President



Attachment A.4

Equity Adjustments effective October 22, 2023 or first full pay period following City Council approval per Section V.A.2.f

ANIMAL CONTROL OFFICER	\$6,942.15 \$40.05	\$7,289.25 \$42.05	\$7,653.72 \$44.16	\$8,036.40 \$46.37	\$8,438.22 \$48.68
COMMUNITY SERVICE OFFICER	\$7,020.92 \$40.50	\$7,371.97 \$42.53	\$7,740.57 \$44.65	\$8,127.60 \$46.89	\$8,533.98 \$49.23
LEAD PUBLIC SAFETY DISPATCHER	\$8,509.47 \$49.09	\$8,934.95 \$51.55	\$9,381.69 \$54.13	\$9,850.78 \$56.83	\$10,343.32 \$59.67
POLICE OFFICER	\$9,926.20 \$57.27	\$10,421.35 \$60.12	\$10,943.40 \$63.14	\$11,490.57 \$66.29	\$12,064.65 \$69.60
POLICE RECORD SUPERVISOR	\$7,601.03 \$43.85	\$7,981.08 \$46.05	\$8,380.14 \$48.35	\$8,799.14 \$50.77	\$9,239.10 \$53.31
POLICE SERGEANT	\$12,038.11 \$69.45	\$12,639.74 \$72.92	\$13,270.63 \$76.56	\$13,934.44 \$80.39	\$14,631.16 \$84.41
PUBLIC SAFETY CLERK	\$6,606.74 \$38.11	\$6,937.08 \$40.02	\$7,283.94 \$42.02	\$7,648.13 \$44.12	\$8,030.54 \$46.33
PUBLIC SAFETY DISPATCHER	\$7,879.15 \$45.45	\$8,273.10 \$47.72	\$8,686.76 \$50.11	\$9,121.10 \$52.62	\$9,577.15 \$55.25
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,736.84 \$38.86	\$7,073.68 \$40.81	\$7,427.37 \$42.85	\$7,798.74 \$44.99	\$8,188.67 \$47.24
VEHICLE ABATEMENT OFFICER	\$5,548.40 \$32.01	\$5,824.00 \$33.60	\$6,116.93 \$35.29	\$6,420.27 \$37.04	\$6,742.67 \$38.90

*Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Attachment A.5

Effective July 1, 2024

ANIMAL CONTROL OFFICER	\$7,150.41 \$41.25	\$7,507.93 \$43.32	\$7,883.33 \$45.48	\$8,277.50 \$47.76	\$8,691.37 \$50.14
COMMUNITY SERVICE OFFICER	\$7,231.55 \$41.72	\$7,593.13 \$43.80	\$7,972.78 \$45.99	\$8,371.42 \$48.29	\$8,790.00 \$50.71
LEAD PUBLIC SAFETY DISPATCHER	\$8,764.76 \$50.57	\$9,203.00 \$53.09	\$9,663.15 \$55.75	\$10,146.30 \$58.54	\$10,653.62 \$61.46
POLICE OFFICER	\$10,223.99 \$58.98	\$10,733.99 \$61.93	\$11,271.70 \$65.03	\$11,835.29 \$68.28	\$12,426.59 \$71.69
POLICE RECORD SUPERVISOR	\$7,829.06 \$45.17	\$8,220.52 \$47.43	\$8,631.54 \$49.80	\$9,063.12 \$52.29	\$9,516.27 \$54.91
POLICE SERGEANT	\$12,399.26 \$71.53	\$13,018.94 \$75.11	\$13,668.75 \$78.86	\$14,352.47 \$82.80	\$15,070.10 \$86.94
PUBLIC SAFETY CLERK	\$6,804.95 \$39.26	\$7,145.19 \$41.22	\$7,502.45 \$43.28	\$7,877.58 \$45.44	\$8,271.45 \$47.72
PUBLIC SAFETY DISPATCHER	\$8,115.52 \$46.81	\$8,521.30 \$49.16	\$8,947.36 \$51.61	\$9,394.73 \$54.19	\$9,864.47 \$56.90
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	\$6,938.95 \$40.03	\$7,285.89 \$42.03	\$7,650.19 \$44.13	\$8,032.70 \$46.34	\$8,434.33 \$48.66
VEHICLE ABATEMENT OFFICER	\$5,714.80 \$32.97	\$5,999.07 \$34.61	\$6,300.67 \$36.35	\$6,612.67 \$38.15	\$6,945.47 \$40.07

*Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.