CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

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

AGENDA

Thursday, September 11, 2025
7:00 P.M.

Michael K. Hannon, Mayor
Eve Marie Little, Vice Mayor
Matthew Jorgens, Council Member
Terrence Grindall, Council Member
Julie Del Catancio, Council Member

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming September as Childhood Cancer Awareness Month

2. Commending the Newark Crush Futsal Team

3. Proclaiming September 18 - 21, 2025 as Newark Days

4. Introduction of Employees

5. Commending Edda Rivera

6. Presentation of the Alameda County Water District's 2025 Strategic Plan 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 July 24, 2025, minutes

3. Adopt a Resolution Authorizing the City Manager to Execute the Annual CDBG Agreement with Alameda County for FY 2025-2026 and approving a budget appropriation

4. Notification of City Engineer's Pending Decision on the Final Map and Subdivision Improvement Agreement for Tract 8665 – Cedar Townhomes (Taylor Morrison of California, LLC) at 38600 Cedar Blvd

5. Report on administrative actions during August recess

E. PUBLIC HEARINGS

1. Hearing to consider a Call for Review of the Community Development Director's approval of a Minor Use Permit (MUP2025-021) for Macha Swag Dance, an instructional dance studio at 2086 Newpark Mall, Unit 1093 (APN: 901-111-25) and consider adopting a resolution affirming the Community Development Director's action or, in the alternative, consider adopting a resolution overturning the Community Development Director's action

2. Public Hearing and Introduce By Title Only an Ordinance Approving and Re-Adopting a Military Equipment Use Policy as Stated in Chapter 2.50, "Military Equipment Use Policy" to Title 2. "Administration and Personnel" of the Newark Municipal Code in Compliance with Assembly Bill 481

F. OTHER BUSINESS

1. Adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with Social Change Partners, LLC (SCP) for the development of a Citywide Five-Year Homelessness Action Plan and approving an amendment of the 2024–2026 Biennial Budget and Capital Improvement Plan.

G. CITY MANAGER UPDATES

H. 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.

1. Appoint Delegate/Alternates to the League of California Cities Annual Conference and Expo

2. Adopt a Resolution confirming Mayor's appointment(s) to the Community Development Advisory Committee

I. CLOSED SESSION

1. Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)
Name of Cases:

1) National Opioid Settlement: In Purdue Pharma L.P. et al., United States Bankruptcy Court, Southern District of New York, Case No. 19-23649(RDD) (bankruptcy); In re National Prescription Opiate Litigation, United States District Court for the Northern District of Ohio, MDL No. 2804, Case No. 17-MD-2804 (class action), Reference Number: CL-1732268.

2) National Opioid Settlement: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus, USDC, Northern District of Ohio, MDL No. 2804, Reference Number: CL-1761660.

J. ADJOURNMENT

MEETING INFORMATION

Members of the public may attend the meeting in person, watch online, or watch on Cable Channel 26. The ability to observe online 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:
Livestream online at YouTube: https://www.youtube.com/@cityofnewark3077/streams
Copy/paste the YouTube URL into your browser if the link does not automatically open.

Cable Channel 26 - if the meeting does not broadcast live, please contact your service provider and request the City of Newark channel lineup.

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom.com pursuant to Assembly Bill 2449, then the Webinar ID 889 4444 6363 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

How to submit written Public Comment:
Send an email to City Clerk 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.newarkca.gov/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.

Mission Statement
It is our mission to serve and partner with our community to continually enhance the quality of life of everyone in Newark.

Executive Team Members

David J. Benoun City Manager	**Lenka Hovorka** Assistant City Manager
Kristopher J. Kokotaylo City Attorney	**Steven Turner** Community Development Director
Jonathan Arguello Police Chief	**Edwin Miranda** CIO/Information Technology Director
Howard Young Public Works Director	**Brittney Frye** Human Resources Director
Krysten Lee Finance Director	**Ryan Nishimoto** ACFD Deputy Chief
Nicholas Cuevas, Recreation and Community Services Director	

STAFF REPORT

Item B. 1.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Proclaiming September as Childhood Cancer Awareness Month

---

September's Childhood Cancer Awareness Month is a time to shine a light on the realities of childhood cancer, emphasize the importance of life-saving research, and join together to make a difference for children diagnosed with cancer.

A proclamation will be presented to Angela Crawford of the Jammers Strong Foundation, a local non-profit organization whose mission is to create awareness, educate, and fight for a cure for every child with cancer.

Attachments

Commendation

PROCLAMATION NO. 1947

CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, according to the American Childhood Cancer Organization, childhood cancer is the leading cause of death by disease for children in the United States and one of every six children are not expected to live past five years of age; and

WHEREAS, the American Cancer Society estimates that approximately 9,550 children in the United States under 15 years of age will be diagnosed with cancer in 2025; and

WHEREAS, most children cannot be treated at a local hospital, and families must face the disruption of relocating to receive treatment at a regional cancer center; and

WHEREAS, pediatric cancer research receives only 4% of all federal funding for cancer research, a fact that demonstrates why awareness and fundraising participation is so important; and

WHEREAS, due to children's bodies still growing and cancer treatments largely geared toward use on adults, children are more likely to experience long-term side effects from treatment; and

WHEREAS, childhood cancer treatment is handled by a team of pediatric oncologists and surgeons, radiation oncologists, pediatric oncology nurses, nurse practitioners, and physician assistants; and

WHEREAS, some of the most important members of a pediatric cancer patient's team are experienced parents who navigate and advocate on behalf of their children; and

WHEREAS, as a result of major treatment advances in recent decades, more than 85 percent of children with cancer now survive five years or more;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim September 2025, as

CHILDHOOD CANCER AWARENESS MONTH

in Newark and encourage everyone to join the fight against childhood cancer and to participate in activities and events that promote awareness of childhood cancer and support families affected by this devastating disease not just during September but throughout the year.

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

MICHAEL K. HANNON

Mayor

STAFF REPORT

Item B. 2.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Commending the Newark Crush Futsal Team

Futsal is a fast-paced version of soccer played indoors on a hard court by two teams of five players, using a smaller, low-bounce ball. It emphasizes skill, quick reflexes, and ball control, as the smaller court and ball require players to be constantly engaged and quick-thinking.The Newark Crush Futsal girls team won the U.S. Futsal Northwest Regional Championship in March 2025, and went on to compete in the U.S. Futsal National Champtionship, where they earned second place and finished as National Championship finalists. A commendation will be presented to the team and their coaches at the City Council meeting.

Attachments

Commendation

COMMENDATION

CRUSH FUTSAL GIRLS TEAM
2025 U10 U.S. FUTSAL NORTHWEST REGIONAL CHAMPIONS
2025 U10 GIRLS U.S. FUTSAL NATIONAL CHAMPIONSHIP FINALISTS

WHEREAS, the CRUSH FUTSAL girls futsal team won the U.S. FUTSAL NORTHWEST REGIONAL CHAMPIONSHIP in March 2025, and went on to compete in the U.S. FUTSAL NATIONAL CHAMPIONSHIP, where they earned second place and finished as National Championship finalists; and

WHEREAS, this marks the first-ever Regional Championship title and National Championship Finalist finish for a futsal club representing Newark, California; and

WHEREAS, the CRUSH FUTSAL girls coaches, Jeff Aguilar and Adrian Barroso, have worked side by side to teach, challenge, and inspire these athletes – not only to develop into technically skilled and creative futsal players, but also to grow into respectful leaders, hardworking and confident players, and excellent teammates who make a positive impact on and off the court;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby commend the members of the

CRUSH FUTSAL GIRLS TEAM

Allesandra Aguilar	*Esmeralda A. Coreas Rosa*	*Madison Saturnio*
Analicia Barroso	*Nora Peeters*	*Natalie Silva*
	Taylor Salinas	

for their outstanding and exciting achievement.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 3.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Proclaiming September 18 - 21, 2025 as Newark Days

Newark Days is an annual four-day festival held to commemorate the birthday of the City of Newark. The event is organized and run by a non-profit corporation ("Newark Days Celebration, Inc.") that consists of dedicated community volunteers known in the community as the "Newark Days Committee". A proclamation has been prepared and members of the Newark Days Committee will accept it at the City Council meeting.

Attachments

Proclamation

PROCLAMATION NO. 1946

NEWARK DAYS

WHEREAS, the Newark Days Committee annually celebrates the birth date of our City during the month of September; and

WHEREAS, this is a time to celebrate the community of Newark in all its aspects; and

WHEREAS, this is a time when all Newark residents are encouraged to explore our rich heritage and a time to recognize the multi-cultural contributions of divergent people who have come together to create a common sense of community; and

WHEREAS, this is also a time when we encourage Newark residents to pause and reflect on the values that we represent as a community so succinctly stated in our Newark Days Celebration motto, “People, Pride, and Progress”;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim September 18-21, 2025, as

NEWARK DAYS

in Newark.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 4.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Introduction of Employees

The following employees will be introduced at the City Council meeting:
Miki Tsubota, City Engineer
Colleen Lettire, Communications and Public Engagement Manager

---

STAFF REPORT

Item B. 5.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Commending Edda Rivera

A commendation will be presented to Administrative Assistant Edda Rivera who is retiring after 41 years of distinguished service.

Attachments

Commendation

COMMENDING EDDA RIVERA

WHEREAS, EDDA RIVERA began her career with the City of Newark in 1984 as a part-time Clerical Trainee in the Development Services and Building Inspections Divisions; and

WHEREAS, EDDA RIVERA held the positions of Office Clerk, Office Assistant II, Administrative Support Specialist II, and her current position of Administrative Assistant in Development Services and Building Inspections, Personnel, Police, Fire and Recreation; and

WHEREAS, EDDA RIVERA joined the Recreation and Community Services Department in 2010 and contributed to a variety of important community programs, marketing efforts and special events; and

WHEREAS, EDDA RIVERA in 2020 was instrumental in Covid-19 outreach going door-to-door to various parts of the City delivering brochures, masks, COVID-19 items and helping our Hispanic/Latino community with scheduling COVID-19 tests and vaccinations; and

WHEREAS, EDDA RIVERA led the Promotores Program through the Covid-19 Pandemic and was instrumental in managing the First Five Grant; and

WHEREAS, EDDA RIVERA in 2020 received the Employee of the Year Award for her loyalty, commitment, and upbeat attitude; and

WHEREAS, EDDA RIVERA following a distinguished career with the City of Newark, is retiring after forty-one years of excellent service and commitment to the Newark community.

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby commend

EDDA RIVERA

for her dedication to the City of Newark and wish her the very best in all future endeavors.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 6.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Presentation of the Alameda County Water District's 2025 Strategic Plan Update

Jackie McCloud, Special Assistant to the General Manager, will give an overview of the Alameda County Water District's 2025 Strategic Plan Update.

Attachments

Presentation

Alameda County Water District

2025 Strategic Plan Update



Jackie McCloud, Special Assistant to the General Manager

Ethan Burch, Senior Administrative Analyst

Agenda

- Introductions: ACWD Background
- Brief Review of Existing ACWD Strategic Plan
- ACWD Board Priorities for the 2025 Strategic Plan Update
- Progress on the 2025 Strategic Plan
  - Vision, Values, and Mission
  - Internal and External Stakeholder Engagement
  - Board input to the Update
- Next Steps and Considerations for the Plan Update

About ACWD



Note: Map not to scale

- Service to Residents and Businesses of:
  - Fremont
  - Newark
  - Union City
- ~105 square mile service area
- 348,000 population served
- 87,600+ service connections

About ACWD

- Founded in 1914
  - Protect Niles Cone
  - Alameda Creek
- 5-member Board of Directors
- 243 full time employees



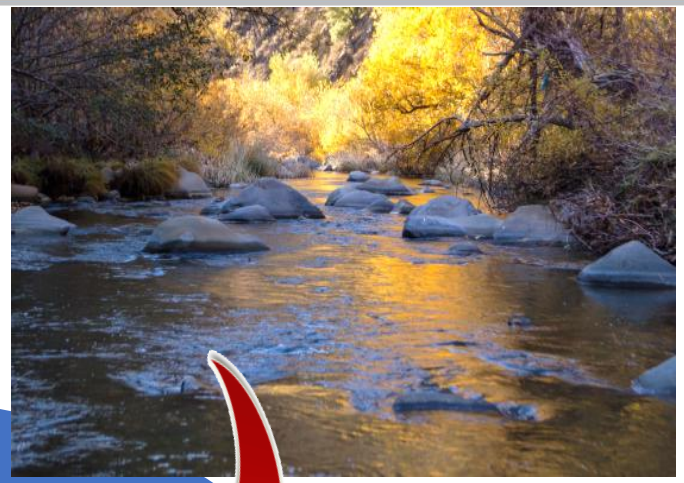




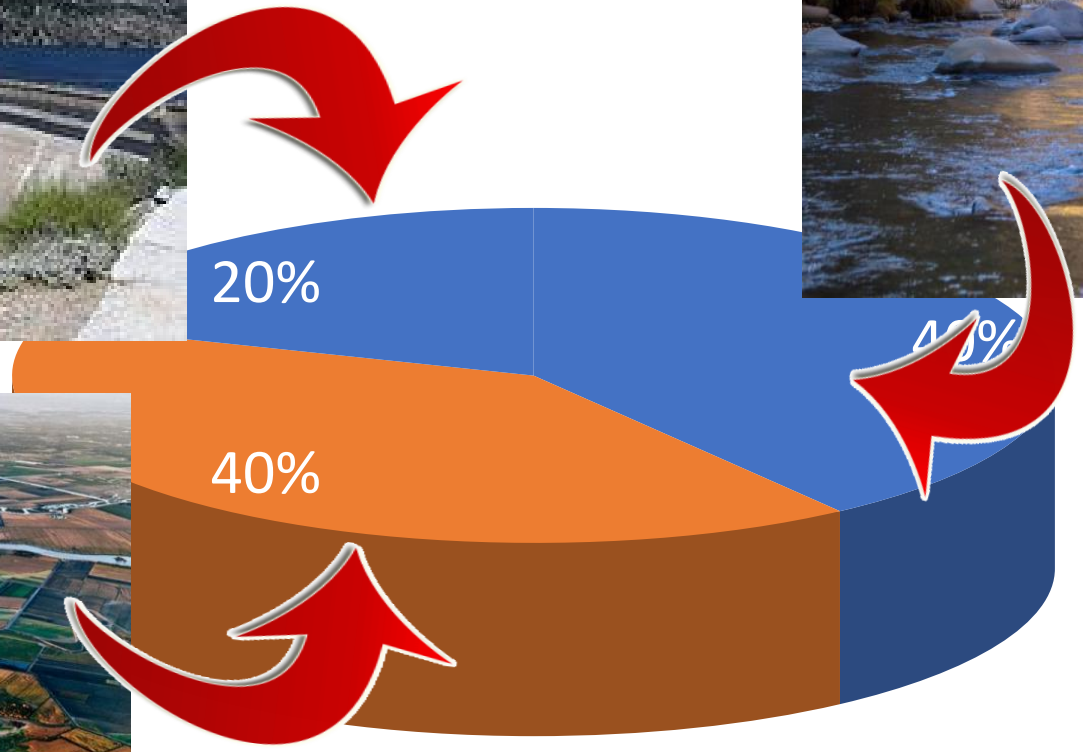


Multiple Supply Sources = Reliability









- Alameda Creek Watershed Runoff (local)
- State Water Project (imported)
- San Francisco PUC (imported)

Brief Review of Existing Strategic Plan & Board Priorities for 2025 Update

Review of Existing Strategic Plan

- Completed in 2018
- Existing Plan Priorities:
  - Cost Effectiveness & Value
  - Water Supply
  - Finance
  - Workforce
  - Communication



Board and Public Input Along the Way

- **Comprehensive Customer Survey:**
  - High satisfaction, keep rates reasonable, confidence in our operations, want more information about emergency preparedness
- **Board and public reflections on improvements for our Strategic Plan:**
  - Affordability is an emerging issue that needs to be addressed directly
  - Greater emphasis on groundwater management initiatives
  - Workplace and Employee Health & Safety drives many priorities but not specifically addressed in prior Plan
  - Workforce Development opportunities with local school districts
  - Resource loading is important
  - ACWD should consider Vision and Values statements



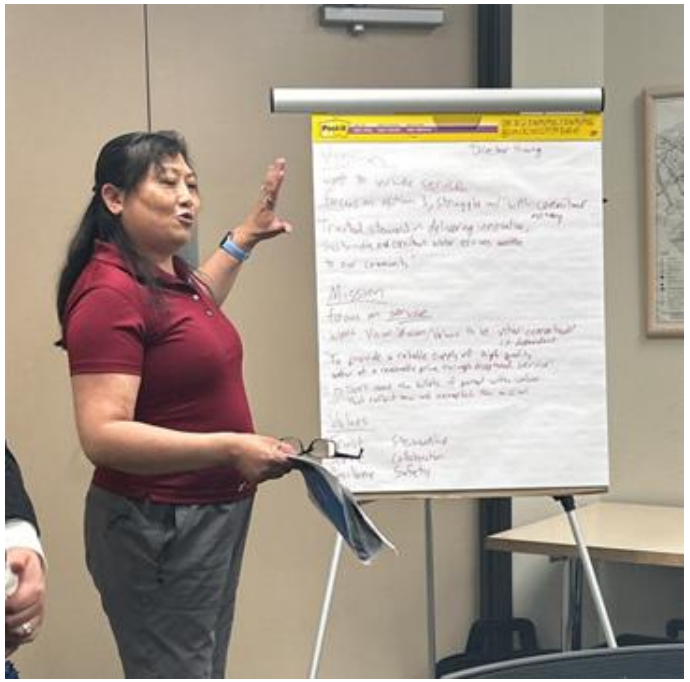
ACWD Priorities and Progress on the Strategic Plan Update

Key Themes and Priorities for the 2025 Plan Update

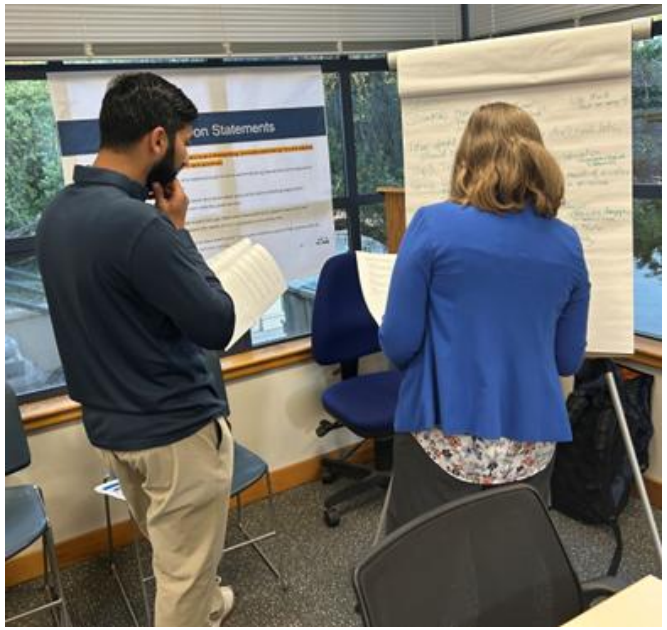
- Current plan goals remain appropriate
  - Cost Effectiveness & Value
  - Water Supply
  - Finance
  - Workforce
  - Communication
- Incorporate **Emergency Preparedness**
- Incorporate enhanced **Workforce and Staff Development**
- Develop a **Vision Statement** and **Core Values** for the District.



Progress and Status of 2025 Plan Update







ACWD Vision Statement

Quality Water, Thriving Community.

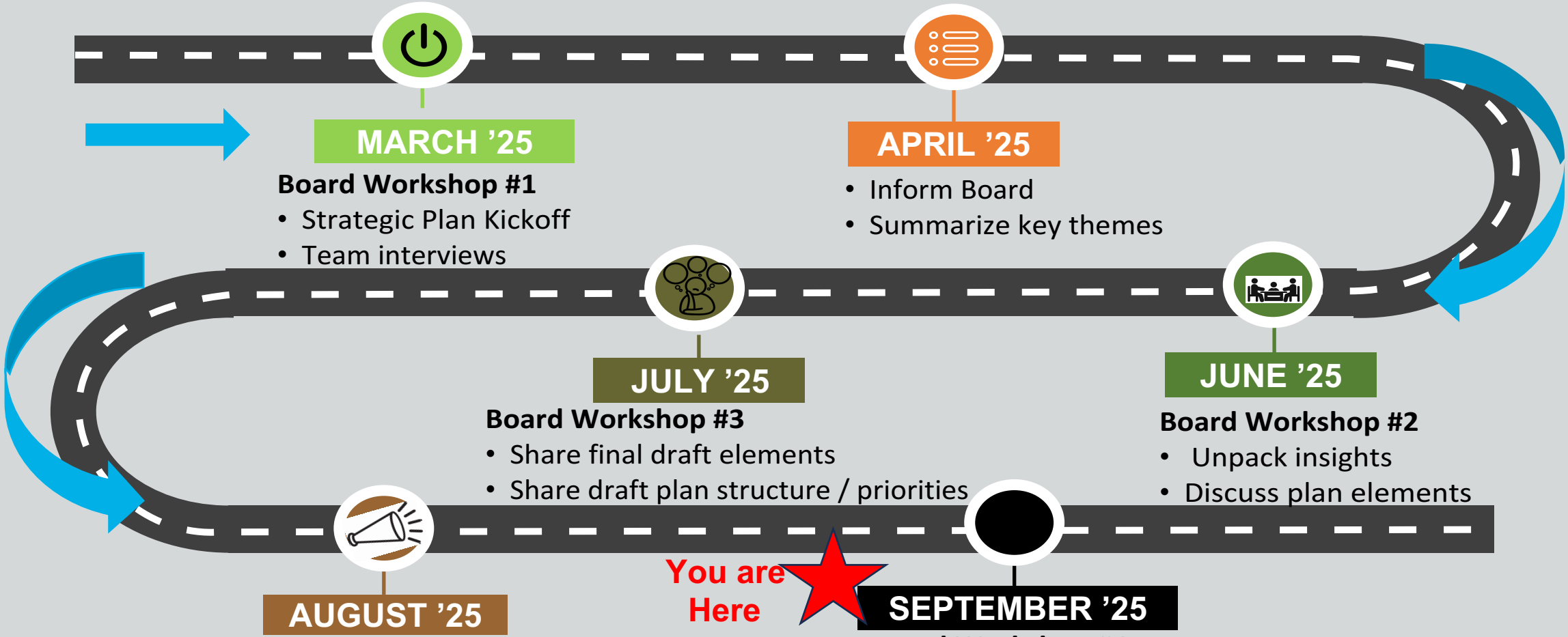
ACWD Mission Statement

To provide our customers with reliable, sustainable, high-quality water service at a reasonable price.

ACWD Core Values

Service	***Resilience***
Safety	***Collaboration***
Trust	***Stewardship***

Strategic Plan Journey



Join Us – and Stay Connected

- Public Meetings and Workshops

ACWD.org

- ACWD Aqueduct Newsletter
- Follow us:



Alameda County Water District
43885 S. Grimmer Blvd.

Fremont, CA 94538
(510) 668-4200



Questions?

STAFF REPORT

Item D. 1.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 07.10.25
Audited Demands 07.17.25
Audited Demands 07.24.25
Audited Demands 07.31.25
Audited Demands 08.07.25
Audited Demands 08.14.25
Audited Demands 08.21.25

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/10/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/10/2025	14445	Accounts Payable	AFLAC		1,055.92
	Invoice		Date	Description	Check Sort Code	Amount
	353926		07/01/2025	AFLAC - JUNE 2025 PREMIUMS		1,055.92
Check	07/10/2025	14446	Accounts Payable	AIR EXCHANGE INC		2,583.62
	Invoice		Date	Description	Check Sort Code	Amount
	91613802		01/14/2025	FIRE STATION 29 PLYMOVENT 1/10/25		469.08
	91613801		01/14/2025	FIRE STATION 27 PLYMOVENT 1/14/25		195.00
	91613800		01/14/2025	FIRE STATION 28 PLYMOVENT 1/10/25		234.05
	91612570		07/23/2024	FIRE STATION 28 PLYMOVENT 7/23/24		479.34
	91612569		07/23/2024	FIRE STATION 27 PLYMOVENT 7/23/24		1,206.15
Check	07/10/2025	14447	Accounts Payable	TREASURER OF ALAMEDA COUNTY		1,056.50
	Invoice		Date	Description	Check Sort Code	Amount
	JUL 23		06/19/2025	CRIME LAB FEES JULY 2023		1,056.50
Check	07/10/2025	14448	Accounts Payable	STALKER RADAR		3,150.84
	Invoice		Date	Description	Check Sort Code	Amount
	459624		06/20/2025	LIDAR DEVICE		3,150.84
Check	07/10/2025	14449	Accounts Payable	AQUATIC HARVESTING		12,499.00
	Invoice		Date	Description	Check Sort Code	Amount
	20650		05/28/2025	ANNUAL HARVEST AND CLEAN UP 5/29/25		12,499.00
Check	07/10/2025	14450	Accounts Payable	AT&T		131.79
	Invoice		Date	Description	Check Sort Code	Amount
	2300-06012025		06/01/2025	CAPTION LISTING - 06/01-06/30/2025		131.79
Check	07/10/2025	14451	Accounts Payable	BARTLEY PUMP PM LLC		66,758.72
	Invoice		Date	Description	Check Sort Code	Amount
	73072 B		06/30/2025	LAKESHORE PUMP REPLACEMENT PRJ 1211 PROGRESS PAYMENT 06/30/25		66,758.72
Check	07/10/2025	14452	Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		1,176.00
	Invoice		Date	Description	Check Sort Code	Amount
	JUNE302025		06/30/2025	OFFICIATING FOR BASKETBALL AND VOLLEYBALL GAMES FOR JUNE '25		1,176.00
Check	07/10/2025	14453	Accounts Payable	JEREMY BECK		431.56

	Invoice	Date	Description	Check Sort Code	Amount
	0514-060525EXP	06/30/2025	PROPERTY ROOM MOVE REIMBURSEMENT		431.56
Check	07/10/2025	14454 Accounts Payable	BLUE TO GOLD LLC		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	BTG-MC-135924	05/30/2025	CASE LAW AND LAW ENFORC. LIABILITY-B. ARROYO 08/19-08/20/25		350.00
Check	07/10/2025	14455 Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		562.50
	Invoice	Date	Description	Check Sort Code	Amount
	RI 25025542	06/18/2025	ICC PLANS EXAMINER 05/28/25		93.75
	RI 25025541	06/18/2025	ICC PLANS EXAMINER 03/12/25 & 05/12/25		468.75
Check	07/10/2025	14456 Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING		840.00
	Invoice	Date	Description	Check Sort Code	Amount
	163	06/29/2025	LATENT PRINT ANALYSIS JUNE 2025		840.00
Check	07/10/2025	14457 Accounts Payable	CINTAS CORP		2,444.29
	Invoice	Date	Description	Check Sort Code	Amount
	1905735446	06/17/2025	GLOVES		642.35
	9326303309	06/20/2025	CITYWIDE POLO PURCHASE 06/20/25		1,801.94
Check	07/10/2025	14458 Accounts Payable	PETTY CASH CUSTODIAN - JOHNA COULTHARD		247.77
	Invoice	Date	Description	Check Sort Code	Amount
	041725-051525PD	06/30/2025	PETTY CASH REPLENISHMENT 04/17-05/15/25		247.77
Check	07/10/2025	14459 Accounts Payable	PETTY CASH CUSTODIAN - RAQUEL THOMAS		84.40
	Invoice	Date	Description	Check Sort Code	Amount
	091624-063025FIN	07/01/2025	PETTY CASH REPLENISHMENT 09/16/24-06/30/25		84.40
Check	07/10/2025	14460 Accounts Payable	CITY OF UNION CITY		5,013.66
	Invoice	Date	Description	Check Sort Code	Amount
	20250392	04/01/2025	50% ESC EXPENSES 07/24-02/25		5,013.66
Check	07/10/2025	14461 Accounts Payable	CRIME SCENE CLEANERS INC		130.00
	Invoice	Date	Description	Check Sort Code	Amount
	93971	06/07/2025	CRIME SCENE CLEANING 06/07/25		130.00
Check	07/10/2025	14462 Accounts Payable	DELTA DENTAL OF CALIFORNIA		18,088.92
	Invoice	Date	Description	Check Sort Code	Amount
	BE006630235	07/01/2025	DELTA DENTAL PPO/BUY-UP - JULY 2025 PREMIUMS		18,088.92
Check	07/10/2025	14463 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		202.15
	Invoice	Date	Description	Check Sort Code	Amount
	BE006628496	07/01/2025	DELTA CARE - JULY 2025 PREMIUMS		183.33
	BE006629585	07/01/2025	DELTA CARE - COBRA - JULY 2025 PREMIUMS		18.82
Check	07/10/2025	14464 Accounts Payable	MAD CREATIONZ		1,495.12
	Invoice	Date	Description	Check Sort Code	Amount
	0503	06/23/2025	FOOD FOR JUNETEENTH EVENT		1,495.12

Check	07/10/2025	14465	Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED	2,305.07

Invoice	Date	Description	Check Sort Code	Amount
166881432	07/01/2025	EYEMED - JULY 2025 PREMIUMS		2,274.96
166862518	07/01/2025	EYEMED - COBRA - JULY 2025 PREMIUM		30.11

Check	07/10/2025	14466	Accounts Payable	FRANK BONETTI PLUMBING INC	1,688.78

Invoice	Date	Description	Check Sort Code	Amount
51621	06/19/2025	INSTALLATION OF SYMMONS SHOWER VALVE 05/02/25		1,688.78

Check	07/10/2025	14467	Accounts Payable	MITCHELL FRENTESCU	2,541.03

Invoice	Date	Description	Check Sort Code	Amount
0320-042525EXP	06/16/2025	MOTORCYCLE UNIFORM/SUPPLIES/TROUSERS AND JACKET		2,541.03

Check	07/10/2025	14468	Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.	13,566.40

Invoice	Date	Description	Check Sort Code	Amount
E 230535	06/30/2025	WEED ABATEMENT 06/30/25		13,566.40

Check	07/10/2025	14469	Accounts Payable	HALEY & ALDRICH, INC	5,841.75

Invoice	Date	Description	Check Sort Code	Amount
9057583	06/16/2025	UPDATE CAPITAL IMPROVEMENT PROGRAM THROUGH 05/30/25		5,841.75

Check	07/10/2025	14470	Accounts Payable	HDL SOFTWARE, LLC	3,299.30

Invoice	Date	Description	Check Sort Code	Amount
SIN051558	05/31/2025	UUT SUPPORT / RETURNS - MAY 2025		3,299.30

Check	07/10/2025	14471	Accounts Payable	HILLYARD	3,261.53

Invoice	Date	Description	Check Sort Code	Amount
605854203	06/13/2025	JANITORIAL SUPPLIES - TOWELS AND TISSUE		3,261.53

Check	07/10/2025	14472	Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES	2,633.46

Invoice	Date	Description	Check Sort Code	Amount
SIN051022	06/15/2025	SALES TAX AUDIT SERVICES Q4/2024		2,289.44
SIN051208	06/15/2025	TRANSACTION TAX - AUDIT & CONTRACT SERVICES Q4/2024		344.02

Check	07/10/2025	14473	Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS	2,500.00

Invoice	Date	Description	Check Sort Code	Amount
2513001-3	06/17/2025	TV FOR CHAMBER CONFERENCE ROOM		2,500.00

Check	07/10/2025	14474	Accounts Payable	KIM TURNER	398.00

Invoice	Date	Description	Check Sort Code	Amount
6590	06/23/2025	DISPATCH LEGAL UPDATE - REYMUNDO, HALL 08/18/25		398.00

Check	07/10/2025	14475	Accounts Payable	GOVERNMENT TECHNOLOGY GROUP, LLC	3,813.00

Invoice	Date	Description	Check Sort Code	Amount
210	06/17/2025	BROADBAND MASTER PLAN INITIATIVES - 95% COMPLETION 06/17/25		3,813.00

Check	07/10/2025	14476	Accounts Payable	LOOMIS	330.63

	Invoice	Date	Description	Check Sort Code	Amount
	13767080	06/30/2025	ARMORED CAR SERVICE - 06/25		330.63
Check	07/10/2025	14477 Accounts Payable	LYNX TECHNOLOGIES INC		825.00
	Invoice	Date	Description	Check Sort Code	Amount
	10447	07/03/2025	GIS PROFESSIONAL SERVICES JUNE 2025		825.00
Check	07/10/2025	14478 Accounts Payable	MOORE RECREATION THERAPY AND CONSULTING INC		1,750.00
	Invoice	Date	Description	Check Sort Code	Amount
	3	06/14/2025	ADAPTIVE PROGRAMMING ASSESSMENT & PROGRAM DEVELOPMENT 6/14/25		1,750.00
Check	07/10/2025	14479 Accounts Payable	MOTOROLA SOLUTIONS, INC.		7,672.48
	Invoice	Date	Description	Check Sort Code	Amount
	8282149972	06/13/2025	RADIO SOFTWARE 06/13/25		3,526.00
	8282150052	06/13/2025	RADIO SOFTWARE 06/13/25		4,146.48
Check	07/10/2025	14480 Accounts Payable	AVENU INSIGHTS & ANALYTICS		3,750.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV06-021148	06/17/2025	UUT AUDIT & ANALYSIS - FIXED FEE APR - JUN '25		3,750.00
Check	07/10/2025	14481 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice	Date	Description	Check Sort Code	Amount
	10986475	06/30/2025	FY 24/25 COBRA ADMINISTRATION FEES - 06/01/25 TO 06/30/25		200.00
Check	07/10/2025	14482 Accounts Payable	OWEN EQUIPMENT CO		185.69
	Invoice	Date	Description	Check Sort Code	Amount
	00067666	06/20/2025	FLANGE BEARING		185.69
Check	07/10/2025	14483 Accounts Payable	PACIFIC GAS & ELECTRIC		16,350.85
	Invoice	Date	Description	Check Sort Code	Amount
	7786-061825	06/18/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/14/25-06/12/25		16,350.85
Check	07/10/2025	14484 Accounts Payable	MORGAN PEDERSEN		26.98
	Invoice	Date	Description	Check Sort Code	Amount
	063025EXP	07/02/2025	REFRESHMENTS FOR ECON. DEV. WORKSHOP 06/30/25		26.98
Check	07/10/2025	14485 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		743.85
	Invoice	Date	Description	Check Sort Code	Amount
	052025101	06/17/2025	PARKING CITATION PROGRAM MAY 2025		743.85
Check	07/10/2025	14486 Accounts Payable	REYES COCA-COLA BOTTLING LLC.		335.50
	Invoice	Date	Description	Check Sort Code	Amount
	47560350017	06/20/2025	CAFE FOOD AND BEVERAGE SUPPLIES		335.50
Check	07/10/2025	14487 Accounts Payable	RAYMUNDO RUIZ		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	062225EXP	06/22/2025	BOOT REIMBURSEMENT 06/22/25		350.00
Check	07/10/2025	14488 Accounts Payable	S.B.R.P.S.T.C.		895.71
	Invoice	Date	Description	Check Sort Code	Amount

	225619	06/11/2025	BASIC DISPATCH COURSE-LOPEZ 04/28-05/23/25			895.71
Check	07/10/2025	14489 Accounts Payable	STANDARD INSURANCE COMPANY			1,586.53
	Invoice	Date	Description		Check Sort Code	Amount
	JULY 2025	07/01/2025	STANDARD - JULY 2025 PREMIUMS			1,586.53
Check	07/10/2025	14490 Accounts Payable	STAPLES			473.27
	Invoice	Date	Description		Check Sort Code	Amount
	7005718622	06/15/2025	OFFICE SUPPLIES 05/30-06/11/25 (APS #25-24)			473.27
Check	07/10/2025	14491 Accounts Payable	JENNIFER TRAN			44.38
	Invoice	Date	Description		Check Sort Code	Amount
	0602-062525EXP	06/30/2025	MILEAGE REIMBURSEMENT 06/02-06/25/25			44.38
Check	07/10/2025	14492 Accounts Payable	TRIPEPI SMITH AND ASSOCIATES, INC			11,667.50
	Invoice	Date	Description		Check Sort Code	Amount
	14877	05/31/2025	RECRUITMENT SUPPORT FOR COMM & PUBLIC ENGAGEMENT MANAGER 05/25			11,667.50
Check	07/10/2025	14493 Accounts Payable	SHANNON TURNER			10,500.00
	Invoice	Date	Description		Check Sort Code	Amount
	061925	06/19/2025	PROPERTY ROOM MOVE 05/26-05/30/25			10,500.00
Check	07/10/2025	14494 Accounts Payable	UNION PACIFIC RAILROAD COMPANY			2,141.50
	Invoice	Date	Description		Check Sort Code	Amount
	90127026	07/12/2023	CENTRAL OVERPASS COLLABORATION COSTS, PROJECT 1014 07/23			2,141.50
Check	07/10/2025	14495 Accounts Payable	MARK VALDEZ			350.00
	Invoice	Date	Description		Check Sort Code	Amount
	06222025EXP	06/22/2025	BOOT REIMBURSEMENT 06/22/25			350.00
Check	07/10/2025	14496 Accounts Payable	VERIZON WIRELESS			14,802.07
	Invoice	Date	Description		Check Sort Code	Amount
	6116309492	06/18/2025	WIRELESS SERVICE 05/19-06/18/25			14,802.07
Check	07/10/2025	14497 Accounts Payable	ORION SECURITY			1,425.95
	Invoice	Date	Description		Check Sort Code	Amount
	132200	06/28/2025	UNARMED, UNIFORMED SECURITY GUARD 06/23/25-06/27/25			1,425.95
Check	07/10/2025	14498 Accounts Payable	FINKES , DONALD M.			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-3500	07/03/2025	ENCP2024-0118 RFND			1,000.00
EFT	07/10/2025	1605 Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484		2,069.14
	Invoice	Date	Description		Check Sort Code	Amount
	4857 - JUNE 25	06/15/2025	POSTAGE - JUN '25			2,069.14
EFT	07/10/2025	1606 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510		6,610.02
	Invoice	Date	Description		Check Sort Code	Amount
	SF-8510-01718479	07/01/2025	WORKERS COMPENSATION CLAIMS -06/02/25-06/30/25			6,610.02

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 56 $246,238.13

Checks:	54	$237,558.97
EFTs:	2	$8,679.16

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/17/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/17/2025	14499	Accounts Payable	ACCESS		152.90
	Invoice		Date	Description	Check Sort Code	Amount
	11628375		05/31/2025	SHREDDING SVCS MAY 2025		152.90
Check	07/17/2025	14500	Accounts Payable	AIR EXCHANGE INC		209.33
	Invoice		Date	Description	Check Sort Code	Amount
	91612571		07/23/2024	FIRE STATION 29 PLYMOVENT 7/23/24		209.33
Check	07/17/2025	14501	Accounts Payable	TREASURER OF ALAMEDA COUNTY		23,235.00
	Invoice		Date	Description	Check Sort Code	Amount
	FY25CAL-IDNEWARK		06/04/2025	CAL ID OPERATING COSTS FY25		23,235.00
Check	07/17/2025	14502	Accounts Payable	ALPINE AWARDS INC		739.26
	Invoice		Date	Description	Check Sort Code	Amount
	6112166		06/24/2025	SUPPLIED APPAREL-EMB		739.26
Check	07/17/2025	14503	Accounts Payable	AXON ENTERPRISE, INC		256,758.61
	Invoice		Date	Description	Check Sort Code	Amount
	INUS346882		05/15/2025	OFFICER SAFETY PLAN (OSP) 10 - BWC, TASER, & EVIDENCE.COM 05/25		256,758.61
Check	07/17/2025	14504	Accounts Payable	BPR CONSULTING GROUP, INC		21,729.30
	Invoice		Date	Description	Check Sort Code	Amount
	2699		04/18/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 03/01-03/31/25		5,734.31
	2932		06/11/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 05/01-05/31/25		15,994.99
Check	07/17/2025	14505	Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		8,047.39
	Invoice		Date	Description	Check Sort Code	Amount
	250237		02/28/2025	FY24-25 STREET LIGHT MAINTENANCE 02/25		1,921.56
	250236		02/28/2025	FY24-25 STREET LIGHT MAINTENANCE 02/25		6,125.83
Check	07/17/2025	14506	Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice		Date	Description	Check Sort Code	Amount
	PPE 7.5.25		07/10/2025	GARNISH - CASE 200000002128365 - 6/22/25-7/5/25		1.38
Check	07/17/2025	14507	Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		150.00
	Invoice		Date	Description	Check Sort Code	Amount

	9623767-1	04/25/2025	TOWING SERVICES - 2021 FORD EXPLORER 04/25/25		85.00
	9628633-1	05/05/2025	TOWING SERVICES - 2021 FORD EXPLORER 05/05/25		65.00
Check	07/17/2025	14508 Accounts Payable	CENTRALSQUARE TECHNOLOGIES, LLC		1,260.00
	Invoice	Date	Description	Check Sort Code	Amount
	440877	06/27/2025	PUBLIC ADMIN CONSULTING AND PROJECT MGMT SVCS 05/25-06/14/25		1,260.00
Check	07/17/2025	14509 Accounts Payable	CITY OF FREMONT		1,442.54
	Invoice	Date	Description	Check Sort Code	Amount
	339336	06/25/2025	SACGISA PROGRAM MAINTENANCE 06/25/25		1,442.54
Check	07/17/2025	14510 Accounts Payable	CITY OF UNION CITY		24,923.24
	Invoice	Date	Description	Check Sort Code	Amount
	20250451	05/01/2025	50% ESC SALARY FOR MAY 2025		6,686.59
	20250452	06/01/2025	50% ESC SALARY FOR JUNE 2025		7,398.83
	20250453	06/01/2025	50% ESC SALARY FY25 TRUE UP BILLING		10,837.82
Check	07/17/2025	14511 Accounts Payable	COVINO SMITH & SIMON, INC.		1,700.00
	Invoice	Date	Description	Check Sort Code	Amount
	#06-2025	06/25/2025	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE JUNE 2025		1,700.00
Check	07/17/2025	14512 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		836.84
	Invoice	Date	Description	Check Sort Code	Amount
	26727203	07/03/2025	STREETS CHRISTY LIDS POS		737.25
	26727833	07/03/2025	PARKS COUPLINGS POS		99.59
Check	07/17/2025	14513 Accounts Payable	FARO TECHNOLOGIES, INC.		5,750.00
	Invoice	Date	Description	Check Sort Code	Amount
	91863253	06/11/2025	SSAR0900-3Y SCENE SUB RENEWAL 3Y 06/06/25-06/30/28		5,750.00
Check	07/17/2025	14514 Accounts Payable	FOLGERGRAPHICS, INC		4,533.00
	Invoice	Date	Description	Check Sort Code	Amount
	144222	06/22/2025	PRINT SUMMER 2025 ISSUE OF CITY NEWSLETTER 6/22/25		4,533.00
Check	07/17/2025	14515 Accounts Payable	FREMONT FORD		1,541.81
	Invoice	Date	Description	Check Sort Code	Amount
	236553	06/30/2025	FORD NUT WHEEL		166.13
	236245	06/24/2025	FORD ROTOR ASY BRAKE, GASKET AND BOLT WHEEL		507.50
	236402	06/26/2025	FORD RADIATOR HOSE, TENSIONER AND V-BELT		229.33
	236366	06/30/2025	FORD COVER AND CONTACT PLATE, SEAT TRACK, ACCESS HOLE AND PIN		264.25
	236367	06/26/2025	FORD WINDOW CONTROL & LOUVRE ASY		258.71
	236673	07/07/2025	FORD RADIATOR HOSE		92.34
	236060	06/18/2025	FORD BATTERY BRACKET		23.55
Check	07/17/2025	14516 Accounts Payable	GOOD CITY COMPANY		90,791.34
	Invoice	Date	Description	Check Sort Code	Amount
	4171	04/30/2025	GENERAL PLANNING SERVICES - SVCS 04/01 - 04/30/25 - REVISED		43,143.00
	4169 REVISED	05/27/2025	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 03/25		9,916.57
	4172 REVISED	04/30/2025	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 04/25		21,059.77
	4203	05/30/2025	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 05/25		16,672.00

Check	07/17/2025	14517	Accounts Payable	GRAINGER	4,853.86

Invoice	Date	Description	Check Sort Code	Amount
9551966444	06/24/2025	PORTABLE LOCKOUT KIT		612.13
9551313399	06/24/2025	CORDLESS PRESS TOOL KIT FOR ALL CITY BUILDINGS		4,241.73

Check	07/17/2025	14518	Accounts Payable	IDN WILCO	2,473.24

Invoice	Date	Description	Check Sort Code	Amount
10776201-00	04/25/2025	4040 ALUM DOOR CLOSER		721.63
10736188-01	03/17/2025	FULL SIZE EVEREST 29 KEY		529.39
10775340-00	04/18/2025	DOOR HOLDER, LOCK, CYLINDER AND SWEEP		1,064.53
10739627-00	03/28/2025	SHACKLE		157.69

Check	07/17/2025	14519	Accounts Payable	IPROMOTEU.COM, INC	11,148.71

Invoice	Date	Description	Check Sort Code	Amount
2405204RED	05/13/2025	DRY BAG SURVIVAL FIRST AID KID		11,148.71

Check	07/17/2025	14520	Accounts Payable	SPECTRUM CANINE	650.00

Invoice	Date	Description	Check Sort Code	Amount
0006408	07/01/2025	K9 TRAINING JUNE 2025		650.00

Check	07/17/2025	14521	Accounts Payable	NAPA AUTO PARTS	1,166.31

Invoice	Date	Description	Check Sort Code	Amount
JUN'25	06/30/2025	NAPA-FLEET SUPPLIES JUNE 2025		1,166.31

Check	07/17/2025	14522	Accounts Payable	KNORR SYSTEMS INTERNATIONAL	1,859.38

Invoice	Date	Description	Check Sort Code	Amount
274061	06/24/2025	SILLIMAN SPA REPAIR 06/13/25		1,570.00
271994	06/03/2025	SILLIMAN POOL IMPELLER AND GASKET		289.38

Check	07/17/2025	14523	Accounts Payable	L.N. CURTIS & SONS	114.96

Invoice	Date	Description	Check Sort Code	Amount
INV960952	06/23/2025	5069 OC/TUBED/ CLIP UNIT/STREAM		114.96

Check	07/17/2025	14524	Accounts Payable	LPC SERVICES, INC.	267.00

Invoice	Date	Description	Check Sort Code	Amount
81215	06/27/2025	PEST SERVICES - CITY HALL #102699 6/27/25		267.00

Check	07/17/2025	14525	Accounts Payable	LYNN PEAVEY COMPANY	491.20

Invoice	Date	Description	Check Sort Code	Amount
419188	06/26/2025	RED SB STRAP & TUBE		491.20

Check	07/17/2025	14526	Accounts Payable	INTERNATIONAL FIREARM SPECIALIST ACADEMY	629.00

Invoice	Date	Description	Check Sort Code	Amount
0722-072425LD	07/01/2025	FIREARMS TECH SPECIALIST-DA SILVA 07/22-07/24/25		629.00

Check	07/17/2025	14527	Accounts Payable	PACIFIC GAS & ELECTRIC	81,498.58

Invoice	Date	Description	Check Sort Code	Amount
7578-060625	06/06/2025	CITYWIDE ELECTRICITY 06/06/25		81,498.58

Check	07/17/2025	14528	Accounts Payable	THE PERMANENTE MEDICAL GROUP, INC.	280.00

Invoice	Date	Description	Check Sort Code	Amount

	9000384475	06/13/2025	PRE-EMPLOYMENT/ DOT PHYSICALS -04/21-04/22/25			280.00
Check	07/17/2025	14529 Accounts Payable	RINGCENTRAL INC.			5,161.39
	Invoice	Date	Description		Check Sort Code	Amount
	CD_001144259	06/22/2025	UNIFIED TELEPHONE SYSTEM - 05/27-06/19/25; 06/20-07/19/25			5,161.39
Check	07/17/2025	14530 Accounts Payable	LINCOLN AQUATICS			454.90
	Invoice	Date	Description		Check Sort Code	Amount
	D8890560	06/06/2025	POOL CHEMICALS			123.07
	29550885	06/06/2025	POOL CHEMICALS			49.97
	SL053178	06/09/2025	POOL CHEMICALS			281.86
Check	07/17/2025	14531 Accounts Payable	CLASSIC GRAPHICS			59.81
	Invoice	Date	Description		Check Sort Code	Amount
	50815	03/05/2025	SATIN ALUM DECALS			59.81
Check	07/17/2025	14532 Accounts Payable	TEMPERATURE TECHNOLOGY INC.			877.00
	Invoice	Date	Description		Check Sort Code	Amount
	I3829	02/25/2025	PD HVAC SERVICE 2/21/25			877.00
Check	07/17/2025	14533 Accounts Payable	JENNIFER TRAN			85.06
	Invoice	Date	Description		Check Sort Code	Amount
	050125-052925EXP	05/31/2025	MILEAGE REIMBURSEMENT 05/01-05/29/25			85.06
Check	07/17/2025	14534 Accounts Payable	TREASURER OF ALAMEDA COUNTY			5,150.00
	Invoice	Date	Description		Check Sort Code	Amount
	25-05108	06/09/2025	BOOKING FEES MAY 2025			5,150.00
Check	07/17/2025	14535 Accounts Payable	UNITED STATES POSTMASTER			4,700.00
	Invoice	Date	Description		Check Sort Code	Amount
	IN48185	07/08/2025	POSTAGE PAYMENT FOR FALL REC ACTIVITIES POSTCARDS FY26			4,700.00
Check	07/17/2025	14536 Accounts Payable	ZORO TOOLS INC			1,726.58
	Invoice	Date	Description		Check Sort Code	Amount
	INV16678287	06/26/2025	MOBILE BATTERY POWERED WORK STATION			1,726.58
Check	07/17/2025	14537 Accounts Payable	BOSUEGO , ANN KATHERINE			500.00
	Invoice	Date	Description		Check Sort Code	Amount
	754169	07/14/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND			500.00
Check	07/17/2025	14538 Accounts Payable	JAMISON , MARTHA			10.00
	Invoice	Date	Description		Check Sort Code	Amount
	753466	07/11/2025	REFUND ON MEAL EVENTS			10.00
Check	07/17/2025	14539 Accounts Payable	O'LEARY , BARBARA			3.00
	Invoice	Date	Description		Check Sort Code	Amount
	753463	07/11/2025	SENIOR CHAIR FITNESS CLASS REFUND			3.00
EFT	07/17/2025	1618 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC. (ACH)	026009674 / 351510		2,814.49
	Invoice	Date	Description		Check Sort Code	Amount
	55Y1541470	06/25/2025	COPIER LEASE YEAR 3 OF 5 - OVERAGES 05/21-06/20/25			2,814.49
EFT	07/17/2025	1619 Accounts Payable	LEADSONLINE LLC	111000614 / 865536111		5,458.00

	Invoice	Date	Description	Check Sort Code	Amount
	418119	04/15/2025	CELLHAWK SUBSCRIPTION FY25/26		5,458.00
EFT	07/17/2025	1620 Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245	55,103.29
	Invoice	Date	Description	Check Sort Code	Amount
	15503	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		2,358.00
	15504	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		1,156.00
	15505	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		214.00
	15506	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		16,434.20
	15507	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		15,524.50
	15509	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		136.00
	15512	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		3,812.00
	15513	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		1,768.00
	15514	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		388.99
	15510	05/31/2025	LEGAL SERVICES THROUGH MAY 31, 2025		8,425.10
	12659	11/04/2024	LEGAL SERVICES - CENTRAL AVENUE OVERPASS - SVCS THRU 10/24		1,224.00
	13036	11/30/2024	LEGAL SERVICES - CENTRAL AVENUE OVERPASS - SVCS THRU 11/24		3,139.30
	10649	06/01/2024	LEGAL SERVICES - CENTRAL AVENUE OVERPASS - SVCS THRU 05/24		523.20
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 44		$631,337.70

Checks:	41	$567,961.92
EFTs:	3	$63,375.78

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/24/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/24/2025	14540	Accounts Payable	4LEAF INC		32,359.82
	Invoice		Date	Description	Check Sort Code	Amount
	J1118A60		07/17/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 06/25		32,359.82
Check	07/24/2025	14541	Accounts Payable	ABBE & ASSOCIATES LLC		2,500.00
	Invoice		Date	Description	Check Sort Code	Amount
	N-28		07/01/2025	RECYCLING/ORGANICS CONSULTANT (THROUGH 06/30/25)		2,500.00
Check	07/24/2025	14542	Accounts Payable	ALTA LANGUAGE SERVICES, INC.		69.00
	Invoice		Date	Description	Check Sort Code	Amount
	IS792719		06/30/2025	LISTENING & SPEAKING TEST - 06/25		69.00
Check	07/24/2025	14543	Accounts Payable	AMERICAN LANGUAGE SERVICES		1,320.00
	Invoice		Date	Description	Check Sort Code	Amount
	88296		06/30/2025	TRNSL & INTERP SVCS - WORKSHOP - JOB# 062325-DA70 6/30/25		1,320.00
Check	07/24/2025	14544	Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		4,814.83
	Invoice		Date	Description	Check Sort Code	Amount
	1111102		07/05/2025	MOTORCYCLE SERVICE-TOURING MODELS 06/19/25		4,814.83
Check	07/24/2025	14545	Accounts Payable	ASCENT ENVIRONMENTAL, INC.		1,795.00
	Invoice		Date	Description	Check Sort Code	Amount
	20230149.01-16		07/03/2025	CLIMATE ACTION PLAN DEVELOPMENT 06/25		1,795.00
Check	07/24/2025	14546	Accounts Payable	JUAN AYALA		332.70
	Invoice		Date	Description	Check Sort Code	Amount
	070325EXP		07/03/2025	BOOT REIMBURSEMENT 07/03/25		332.70
Check	07/24/2025	14547	Accounts Payable	BENJAMIN MANUKIA		244.64
	Invoice		Date	Description	Check Sort Code	Amount
	071025EXP		07/10/2025	BOOT REIMBURSEMENT 07/10/25		244.64
Check	07/24/2025	14548	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		635.34
	Invoice		Date	Description	Check Sort Code	Amount
	JUNE 25		07/01/2025	OFFICE SUPPLIES 06/11-06/18/25 (APS #25-25)		635.34
Check	07/24/2025	14549	Accounts Payable	CA POLICE CHIEFS ASSOC		4,250.00
	Invoice		Date	Description	Check Sort Code	Amount

	12632	06/03/2025	TRAFFIC SAFETY SUMMIT-SIMON, FREDSTROM, MITCH, KAPU 11/06/25		800.00
	10693	03/24/2025	WLLE REGISTRATION 09/02/25		3,450.00
Check	07/24/2025	14550 Accounts Payable	CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION		2,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	060425PM	06/04/2025	M. PEDERSEN'S ECON DEV CERTIFICATE PROGRAM 10/20-10/23/25		1,000.00
	060925NJ	06/09/2025	N. JALALIDIN'S ECON DEV CERTIFICATE PROGRAM 08/11-08/14/25		1,000.00
Check	07/24/2025	14551 Accounts Payable	CENTRAL VETERINARY HOSPITAL		285.17
	Invoice	Date	Description	Check Sort Code	Amount
	530766	06/30/2025	CANINE SVCS 06/24/25		285.17
Check	07/24/2025	14552 Accounts Payable	APRO LLC		235.00
	Invoice	Date	Description	Check Sort Code	Amount
	060125-063025	06/30/2025	CAR WASH 06/01-06/30/25		235.00
Check	07/24/2025	14553 Accounts Payable	FREMONT CHEVROLET		453.51
	Invoice	Date	Description	Check Sort Code	Amount
	168391	07/11/2025	CHEVY ARM		453.51
Check	07/24/2025	14554 Accounts Payable	CINTAS CORP		3,651.16
	Invoice	Date	Description	Check Sort Code	Amount
	1905722264	06/19/2025	GLOVES		265.80
	JUN'25	06/30/2025	UNIFORM/MATS JUNE 2025		3,385.36
Check	07/24/2025	14555 Accounts Payable	CIVICA LAW GROUP, APC		1,008.47
	Invoice	Date	Description	Check Sort Code	Amount
	16736	07/02/2025	PROFESSIONAL SERVICES RENDERED THROUGH JUNE 30, 2025		1,008.47
Check	07/24/2025	14556 Accounts Payable	CIVICPLUS, LLC		4,617.27
	Invoice	Date	Description	Check Sort Code	Amount
	337275	07/01/2025	ARCHIVESOCIAL RENEWAL 07/01/25 - 06/30/26		4,617.27
Check	07/24/2025	14557 Accounts Payable	COMCAST		1,083.92
	Invoice	Date	Description	Check Sort Code	Amount
	8821-072825	06/24/2025	TELEVISION & PUBLIC WIFI ACCESS 06/29-07/28/25		1,083.92
Check	07/24/2025	14558 Accounts Payable	COMCAST BUSINESS		1,557.28
	Invoice	Date	Description	Check Sort Code	Amount
	244422879	07/01/2025	CALNET ACCT 963534957 | 06/01-06/30/25		414.42
	244423099	07/01/2025	CALNET ACCT 932687073 | 06/01-06/30/25		1,142.86
Check	07/24/2025	14559 Accounts Payable	CORELOGIC SOLUTIONS, LLC		225.00
	Invoice	Date	Description	Check Sort Code	Amount
	30785906	06/30/2025	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 06/30/25		225.00
Check	07/24/2025	14560 Accounts Payable	COUNTY OF ALAMEDA		2,657.50
	Invoice	Date	Description	Check Sort Code	Amount
	JUNE 25	07/03/2025	CITATION PROCESSING FEES - JUNE '25		2,657.50
Check	07/24/2025	14561 Accounts Payable	CSG CONSULTANTS, INC.		280.00
	Invoice	Date	Description	Check Sort Code	Amount

	B250857	07/01/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 06/01-06/30/25			280.00
Check	07/24/2025	14562 Accounts Payable	AARON DE LA CRUZ			10,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	071725-4	06/30/2025	CENTRAL OVERPASS 50% OF SCHEMATIC DESIGN 05/01-06/30/25			10,000.00
Check	07/24/2025	14563 Accounts Payable	DIVISION OF THE STATE ARCHITECT			113.40
	Invoice	Date	Description		Check Sort Code	Amount
	0401-063025	07/10/2025	CA STATE CASP FEES (AB1379)			113.40
Check	07/24/2025	14564 Accounts Payable	FBINAA CALIFORNIA			74.00
	Invoice	Date	Description		Check Sort Code	Amount
	FBILUNCH 073125	07/22/2025	FBI LUNCHEON- CHIEF ARGUELLO, LT. SIMON 07/31/25			74.00
Check	07/24/2025	14565 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.			9,875.66
	Invoice	Date	Description		Check Sort Code	Amount
	E 228594A	05/01/2025	MAINTENANCE CONTRACT MAY 2025			9,875.66
Check	07/24/2025	14566 Accounts Payable	MARK GOTHARD			1,300.00
	Invoice	Date	Description		Check Sort Code	Amount
	060525062625	06/27/2025	SENIOR CHAIR FITNESS/SELF DEFENSE SEMINAR 06/05-06/25/25			1,300.00
Check	07/24/2025	14567 Accounts Payable	KNORR SYSTEMS INTERNATIONAL			2,074.48
	Invoice	Date	Description		Check Sort Code	Amount
	272544	06/09/2025	SILLIMAN LAP POOL SERVICE 05/30/25			2,074.48
Check	07/24/2025	14568 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT INC.			1,092.06
	Invoice	Date	Description		Check Sort Code	Amount
	1100157614	06/30/2025	ACCURINT SEARCH TOOL JUNE 2025			1,092.06
Check	07/24/2025	14569 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC			50.00
	Invoice	Date	Description		Check Sort Code	Amount
	1300144195	06/30/2025	INVESTIGATIVE INFO RESEARCH - 6/30/25			50.00
Check	07/24/2025	14570 Accounts Payable	LPC SERVICES, INC.			315.00
	Invoice	Date	Description		Check Sort Code	Amount
	81155	06/13/2025	PEST SERVICES - FIRE STATION #2 #102709 6/13/25			220.00
	81156	06/13/2025	PEST SERVICES - COMMUNITY CENTER #102700 6/13/25			95.00
Check	07/24/2025	14571 Accounts Payable	NATIONAL DATA & SURVEYING SERVICES			1,180.00
	Invoice	Date	Description		Check Sort Code	Amount
	25-080239	07/02/2025	TRAFFIC SURVEY - APS #25-103 - 06/25			650.00
	25-080234	07/02/2025	TRAFFIC SURVEY - APS #25-103 - 06/25			190.00
	25-080240	07/02/2025	TRAFFIC SURVEY - APS #25-103 - 06/25			340.00
Check	07/24/2025	14572 Accounts Payable	NHA ADVISORS, LLC			2,700.00
	Invoice	Date	Description		Check Sort Code	Amount
	01706	06/25/2025	FY2023-24 CONTINUING DISCLOSURE COMPLIANCE & CDIAC ADTR			2,700.00

Check	07/24/2025	14573	Accounts Payable	OPPENHEIMER INVESTIGATIONS GROUP LLP	5,286.00

Invoice	Date	Description	Check Sort Code	Amount
7992	05/31/2025	CONDUCT A WORKPLACE INVESTIGATION 05/05-05/29/25		5,286.00

Check	07/24/2025	14574	Accounts Payable	AT&T	8,222.71

Invoice	Date	Description	Check Sort Code	Amount
000023708967	07/01/2025	BAN 9391056598 - 06/01-06/30/25		865.86
000023714773	07/01/2025	BAN 9391083983 - 06/01-06/30/25		7,356.85

Check	07/24/2025	14575	Accounts Payable	PACIFIC GAS & ELECTRIC	112,911.06

Invoice	Date	Description	Check Sort Code	Amount
7460-061225	06/12/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/24-05/22/25		6,850.44
7578-070925	07/09/2025	CITYWIDE ELECTRICITY 06/30/25		106,060.62

Check	07/24/2025	14576	Accounts Payable	PLACER LABS, INC.	9,724.00

Invoice	Date	Description	Check Sort Code	Amount
INUS03897	07/01/2025	SUBCNTR LOCATION BASED SVCS & ANALYTICS - 7/1/25 - 6/30/26		9,724.00

Check	07/24/2025	14577	Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.	17,400.00

Invoice	Date	Description	Check Sort Code	Amount
INV0102833	06/30/2025	REDLIGHT CAMERA MONITORING JUNE 2025		17,400.00

Check	07/24/2025	14578	Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	210.78

Invoice	Date	Description	Check Sort Code	Amount
S2255461.001	07/03/2025	50 WATT HIGH PRESSURE BULBS		210.78

Check	07/24/2025	14579	Accounts Payable	LINCOLN AQUATICS	819.00

Invoice	Date	Description	Check Sort Code	Amount
SL053428	06/19/2025	POOL CHEMICALS		819.00

Check	07/24/2025	14580	Accounts Payable	SETCAN CORPORATION	380.72

Invoice	Date	Description	Check Sort Code	Amount
15657	07/02/2025	ST-BREACH		380.72

Check	07/24/2025	14581	Accounts Payable	STAPLES	1,331.42

Invoice	Date	Description	Check Sort Code	Amount
7005911481	06/30/2025	OFFICE SUPPLIES 06/13-06/26/25 (APS #25-24)		1,331.42

Check	07/24/2025	14582	Accounts Payable	SYSCO - SAN FRANCISCO	1,767.15

Invoice	Date	Description	Check Sort Code	Amount
750462852	06/30/2025	CAFE/BDAY PARTY/CAMP FOOD 6/30/25		651.52
750467029	07/01/2025	CAFE/BDAY PARTY/CAMP FOOD 7/1/25		29.42
750474456	07/05/2025	CAFE/BDAY PARTY/CAMP FOOD 7/5/25		147.36
750435882	06/17/2025	CAFE/BDAY PARTY/CAMP FOOD 6/17/25		938.85

Check	07/24/2025	14583	Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	553.26

Invoice	Date	Description	Check Sort Code	Amount
184-1102786	07/01/2025	ROAD SERVICE 06/27/25		553.26

Check	07/24/2025	14584	Accounts Payable	TMT ENTERPRISES INC	1,484.97

	Invoice	Date	Description	Check Sort Code	Amount
	23978	06/29/2025	PAC-BELL 2.0 INFIELD MIX		1,484.97
Check	07/24/2025	14585 Accounts Payable	TREASURER OF ALAMEDA COUNTY		5,150.00
	Invoice	Date	Description	Check Sort Code	Amount
	25-06108	07/02/2025	BOOKING FEES JUNE 2025		5,150.00
Check	07/24/2025	14586 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO		43,247.95
	Invoice	Date	Description	Check Sort Code	Amount
	535882	05/30/2025	JANITORIAL SERVICES - LIBRARY MAY 2025		5,979.14
	2025-0501	05/30/2025	JANITORIAL SERVICES - CITYWIDE MAY 2025		37,268.81
Check	07/24/2025	14587 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS		58,092.35
	Invoice	Date	Description	Check Sort Code	Amount
	072225STMT	07/22/2025	CC PAYMENT 07/22/25		58,092.35
Check	07/24/2025	14588 Accounts Payable	WASHINGTON HOSPITAL		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	0625-NPD-LB	07/02/2025	LAB TESTS JUNE 2025		100.00
Check	07/24/2025	14589 Accounts Payable	WEST COAST ARBORISTS INC		14,059.00
	Invoice	Date	Description	Check Sort Code	Amount
	231273	06/30/2025	STREET TREE MAINTENANCE 06/16-06/30/25		14,059.00
Check	07/24/2025	14590 Accounts Payable	WEX BANK		1,488.79
	Invoice	Date	Description	Check Sort Code	Amount
	105921730	07/06/2025	CHEVRON CC 07/06/25		1,488.79
Check	07/24/2025	14591 Accounts Payable	DAILY JOURNAL CORPORATION		75.00
	Invoice	Date	Description	Check Sort Code	Amount
	B3945148	07/08/2025	CITY COUNCIL PH NOTICE - PROLOGIS PROJECT 7/8/25		75.00
Check	07/24/2025	14592 Accounts Payable	ALVARADO , MARICELA		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	755240	07/21/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
EFT	07/24/2025	1628 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052	1,635.00
	Invoice	Date	Description	Check Sort Code	Amount
	18371	05/01/2025	TELECOM COST REVIEW 05/01-05/31/25		517.50
	18395	06/01/2025	TELECOM COST REVIEW 06/01-06/30/25		892.50
	18436	06/30/2025	SECURITY CAMERAS BLDG ACCESS MGMT 06/01-06/30/25		225.00
EFT	07/24/2025	1629 Accounts Payable	GHA TECHNOLOGIES INC (ACH)	122100024 / 836623900	93,755.60
	Invoice	Date	Description	Check Sort Code	Amount
	1163743	06/18/2025	NINJAONE PROFESSIONAL SOFTWARE RENEWAL 06/29/25-06/28/26		14,110.64
	1163704	06/17/2025	RUBRIK RPLCMNT (TRUENAS) EQUIP RPLCMNT# 2025-06 | 5/1/25-6/30/28		47,984.31
	1165027	06/24/2025	RUBRIK RPLCMNT (VEEAM) EQUIP RPLCMNT# 2025-07 | 6/24/25-6/23/28		31,660.65
EFT	07/24/2025	1630 Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272	7,021.38
	Invoice	Date	Description	Check Sort Code	Amount

76512715	05/30/2025	ADDITIONAL COMPUTER PURCHASES - 32GM DDR4 MEMORY	509.45
76603564	06/27/2025	ADDITIONAL COMPUTER PURCHASES - DOCKING STATIONS/ WIRELESS COMBO	3,865.18
76571480	06/18/2025	ADDITIONAL COMPUTER PURCHASES - DESKTOPS/ KEYBOARD/ MOUSE/ CABLE	2,646.75

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 56 $480,366.35

Checks:	53	$377,954.37
EFTs:	3	$102,411.98

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/31/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/31/2025	14593	Accounts Payable	DIGIQUATICS		3,337.20
	Invoice	Date	Description		Check Sort Code	Amount
	4219	06/01/2025	SCHEDULING SOFTWARE SUBSCRIPTION 07/25 - 06/26			3,337.20
Check	07/31/2025	14594	Accounts Payable	AIRGAS USA, LLC		109.20
	Invoice	Date	Description		Check Sort Code	Amount
	5517765158	06/30/2025	CYL ACETYLENE RENTAL 06/30/25			109.20
Check	07/31/2025	14595	Accounts Payable	AMERICAN RED CROSS		910.00
	Invoice	Date	Description		Check Sort Code	Amount
	22919746	06/30/2025	ONSITE LIFEGUARD OBSERVATIONS AND EVALUATIONS 06/27/25			910.00
Check	07/31/2025	14596	Accounts Payable	ADITYA BABU		507.50
	Invoice	Date	Description		Check Sort Code	Amount
	0606-062725	06/27/2025	VOLLEYBALL CLASSES 6/6-6/27/25			507.50
Check	07/31/2025	14597	Accounts Payable	COMMUNITY PLANNING COLLABORATIVE		2,608.88
	Invoice	Date	Description		Check Sort Code	Amount
	1952	07/07/2025	ON CALL SVCS/INCLUSIONARY HSNG/TENANT PROTECTIONS - 6/25			2,608.88
Check	07/31/2025	14598	Accounts Payable	BATTERY SYSTEMS INC		549.75
	Invoice	Date	Description		Check Sort Code	Amount
	7101663	06/18/2025	BATTERY REPLACEMENT 06/18/25			549.75
Check	07/31/2025	14599	Accounts Payable	BLUETRITON BRANDS INC		250.14
	Invoice	Date	Description		Check Sort Code	Amount
	05G8720042467	07/16/2025	WATER SERVICES 6/15-7/14/25			250.14
Check	07/31/2025	14600	Accounts Payable	BPR CONSULTING GROUP, INC		1,920.30
	Invoice	Date	Description		Check Sort Code	Amount
	3068	07/08/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 05/01-06/30/25			1,920.30
Check	07/31/2025	14601	Accounts Payable	BURTON'S FIRE INC		315.92
	Invoice	Date	Description		Check Sort Code	Amount
	S 68658	07/07/2025	FIRE TRUCK-LOUVER VENT AURORA SCREW AND BALL			315.92
Check	07/31/2025	14602	Accounts Payable	CA POLICE CHIEFS ASSOC		1,872.00
	Invoice	Date	Description		Check Sort Code	Amount

	11538	07/01/2025	CPCA MEMBERSHIP - CHIEF ARGUELLO 07/01/25-06/30/26		1,872.00
Check	07/31/2025	14603 Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 7.19.25	07/24/2025	GARNISH - CASE 200000002128365 - 7/6/25-7/19/25		1.38
Check	07/31/2025	14604 Accounts Payable	BEACON VETERINARY SPECIALISTS		719.66
	Invoice	Date	Description	Check Sort Code	Amount
	205585	06/30/2025	VET SVCS 05/05-05/06/25		87.00
	205903	06/30/2025	VET SVCS 05/10-05/12/25		200.00
	206373	06/30/2025	VET SVCS 05/17/25		150.00
	206766	06/30/2025	VET SVCS 05/22/25		150.00
	207186	06/30/2025	VET SVCS 05/28-05/29/25		132.66
Check	07/31/2025	14605 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		139.00
	Invoice	Date	Description	Check Sort Code	Amount
	341520	06/30/2025	LAB TESTS 06/12/25		95.00
	341521	06/30/2025	LAB TESTS 06/12/25		44.00
Check	07/31/2025	14606 Accounts Payable	CINTAS CORP		130.45
	Invoice	Date	Description	Check Sort Code	Amount
	9327233606	06/28/2025	COMMUNITY DEVELOPMENT POLOS		130.45
Check	07/31/2025	14607 Accounts Payable	CITY OF UNION CITY		1,057.74
	Invoice	Date	Description	Check Sort Code	Amount
	20250454	06/01/2025	50% ESC EXPENSES 06/25		1,057.74
Check	07/31/2025	14608 Accounts Payable	CSMFO		60.00
	Invoice	Date	Description	Check Sort Code	Amount
	300018386	07/28/2025	FY26 MEMBERSHIP DUES PROFESSIONAL - S. HENDERSON		60.00
Check	07/31/2025	14609 Accounts Payable	CSULB FOUNDATION		999.00
	Invoice	Date	Description	Check Sort Code	Amount
	0818-082925SS	07/23/2025	CRIME SCENE INVESTIGATION - SOTO 08/18-08/29/25		999.00
Check	07/31/2025	14610 Accounts Payable	COASTLAND CIVIL ENGINEERING		107,222.50
	Invoice	Date	Description	Check Sort Code	Amount
	61104	01/31/2025	2025 SLURRY SEAL PROJECT THROUGH 01/31/25		1,707.50
	61687	03/31/2025	2025 SLURRY SEAL PROJECT THROUGH 03/31/25		65,122.50
	61697	04/30/2025	2025 SLURRY SEAL PROJECT THROUGH 04/30/25		20,848.75
	61934	05/31/2025	2025 SLURRY SEAL PROJECT THROUGH 05/31/25		12,760.00
	62153	06/30/2025	2025 SLURRY SEAL PROJECT THROUGH 06/30/25		6,783.75
Check	07/31/2025	14611 Accounts Payable	DEPARTMENT OF INDUSTRIAL RELATIONS		243.25
	Invoice	Date	Description	Check Sort Code	Amount
	P2189727SA	07/16/2025	STATE INSPECTION FOR POOL SIDER 7/10/25		97.50
	P2189724SA	07/16/2025	STATE INSPECTION FOR AQUATUBE 7/10/25		97.50
	P2189730SA	07/16/2025	STATE INSPECTION FOR LAZY RIVER 7/10/25		48.25
Check	07/31/2025	14612 Accounts Payable	EAST BAY EDA		7,005.00
	Invoice	Date	Description	Check Sort Code	Amount

	FY25051	07/23/2025	FY25-26 EAST BAY EDA ANNUAL MEMBERSHIP		7,005.00
Check	07/31/2025	14613 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		1,121.91
	Invoice	Date	Description	Check Sort Code	Amount
	26791714	07/09/2025	PARK IRRIGATION SUPPLIES-COUPLING, BUBBLER, TRI-LOC-POS		307.52
	26975970	07/23/2025	IRRIGATION PVC POS		99.71
	26666943	06/30/2025	IRRIGATION VALVES, LID AND PVC		498.21
	26934766	07/21/2025	IRRIGATION SLIP FIX REPAIR-POS		216.47
Check	07/31/2025	14614 Accounts Payable	FAMA TECHNOLOGIES, INC		22.00
	Invoice	Date	Description	Check Sort Code	Amount
	8069	06/30/2025	SOCIAL MEDIA SCREENS 06/30/25		22.00
Check	07/31/2025	14615 Accounts Payable	FEDEX		39.75
	Invoice	Date	Description	Check Sort Code	Amount
	8-921-39511	07/11/2025	PACKAGE DELIVERY 7/3/25		12.60
	8-928-02156	07/18/2025	PACKAGE DELIVERY 7/3/25		27.15
Check	07/31/2025	14616 Accounts Payable	GOOD CITY COMPANY		11,712.50
	Invoice	Date	Description	Check Sort Code	Amount
	4264	06/30/2025	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 06/25		11,712.50
Check	07/31/2025	14617 Accounts Payable	GRAINGER		7.42
	Invoice	Date	Description	Check Sort Code	Amount
	9569541999	07/11/2025	SILLIMAN CHECK VALVE		7.42
Check	07/31/2025	14618 Accounts Payable	HALEY & ALDRICH, INC		54,935.25
	Invoice	Date	Description	Check Sort Code	Amount
	9054959	04/15/2025	UPDATE CAPITAL IMPROVEMENT PROGRAM THROUGH 04/11/25		3,449.25
	9056121	05/09/2025	RAILROAD QUIET CROSSINGS PRJ 1357 THROUGH 05/02/25		6,516.75
	9054967	04/15/2025	RAILROAD QUIET CROSSINGS PRJ 1357 THROUGH 04/11/25		4,765.00
	9056119	05/09/2025	OLD TOWN IMPROVEMENTS PRJ 1258 THROUGH 05/02/25		1,015.50
	9054965	04/15/2025	OLD TOWN IMPROVEMENTS PRJ 1258 THROUGH 04/11/25		20,915.75
	9054964	04/15/2025	SILLIMAN CENTER ROOF PRJ 1375 THROUGH 04/11/25		2,790.00
	9054963	04/15/2025	SERVICE CENTER ROOF REPLACEMENT PRJ 1312 THROUGH 04/11/25		2,700.00
	9054962	04/15/2025	UST REMOVAL AT SVC PRJ 1310 THROUGH 04/11/25		5,490.00
	9056118	05/09/2025	UST REMOVAL AT SVC PRJ 1310 THROUGH 05/02/25		7,293.00
Check	07/31/2025	14619 Accounts Payable	JOSEPH HUNTER		82.18
	Invoice	Date	Description	Check Sort Code	Amount
	071425EXP	07/17/2025	BREACHING DOOR STAKES & DOWELS		82.18
Check	07/31/2025	14620 Accounts Payable	I PIZZA		1,275.00
	Invoice	Date	Description	Check Sort Code	Amount
	0601-06292025	07/05/2025	PIZZA FOR BIRTHDAY PARTIES 06/01 - 06/29/25		1,275.00
Check	07/31/2025	14621 Accounts Payable	WENANTA KALUKIEWICZ		874.80
	Invoice	Date	Description	Check Sort Code	Amount
	0220-050825	06/17/2025	BARRE CLASSES FOR 02/20-05/08/25		874.80
Check	07/31/2025	14622 Accounts Payable	GAGAN A KAUR		2,040.00
	Invoice	Date	Description	Check Sort Code	Amount

	0623-062725	07/01/2025	RROOAR CODING AND ROBOTICS CLASSES 06/23-06/27/25		2,040.00
Check	07/31/2025	14623 Accounts Payable	KIM TURNER		199.00
	Invoice	Date	Description	Check Sort Code	Amount
	6618	06/30/2025	DISPATCH LEGAL UPDATE - BORJA 08/18/25		199.00
Check	07/31/2025	14624 Accounts Payable	JOSUE LOPEZ-DUENAS		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	070725EXP	07/07/2025	BOOT REIMBURSEMENT 07/07/25		350.00
Check	07/31/2025	14625 Accounts Payable	LPC SERVICES, INC.		3,093.00
	Invoice	Date	Description	Check Sort Code	Amount
	81524	07/11/2025	PEST SERVICES - SERVICE CENTER #102702 7/11/25		185.00
	81633	07/11/2025	PEST SERVICES - FIRE STATION #3 102701 7/11/25		240.00
	81634	07/11/2025	PEST SERVICES - FIRE STATION #1 102709 7/11/25		275.00
	81635	07/11/2025	PEST SERVICES - SILLIMAN #102710 7/11/25		1,020.00
	81644	07/11/2025	PEST SERVICES - VIOLA BLYTHE #102704 7/11/25		260.00
	81662	07/11/2025	PEST SERVICES - FIRE STATION #2 #102709 7/11/25		220.00
	81663	07/11/2025	PEST SERVICES - COMMUNITY CENTER #102700 7/11/25		95.00
	81728	07/11/2025	PEST SERVICES - CITY HALL #102699 7/11/25		267.00
	81771	07/11/2025	PEST SERVICES - CITY HALL #102699 7/11/25		175.00
	81772	07/11/2025	PEST SERVICES - PD #104419 7/11/25		181.00
	81774	07/11/2025	PEST SERVICES - LIBRARY #116524 7/11/25		175.00
Check	07/31/2025	14626 Accounts Payable	BRICK TECH		2,011.50
	Invoice	Date	Description	Check Sort Code	Amount
	0609-061325	07/17/2025	BRICK TECH CLASSES 6/9-6/13/25		2,011.50
Check	07/31/2025	14627 Accounts Payable	NETWORK CONTRACTING LLC		220.00
	Invoice	Date	Description	Check Sort Code	Amount
	4888	07/05/2025	NETWORK CONSULTING SERVICES 07/03/25		220.00
Check	07/31/2025	14628 Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT		67,532.03
	Invoice	Date	Description	Check Sort Code	Amount
	INV25-00155	07/09/2025	MACGREGOR PARK WATER 07/01/24-06/30/25		67,532.03
Check	07/31/2025	14629 Accounts Payable	PACIFIC GAS & ELECTRIC		2,383.14
	Invoice	Date	Description	Check Sort Code	Amount
	2305-070125	07/01/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/23-06/24/25		145.59
	9045-070325	07/03/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/23-06/24/25		308.24
	1859-070325	07/03/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/28-06/26/25		1,588.45
	3926-070325	07/03/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/28-06/26/25		128.37
	0552-070225	07/02/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/24-06/25/25		111.01
	0870-070325	07/03/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/29-06/27/25		101.48
Check	07/31/2025	14630 Accounts Payable	PEAK SOFTWARE SYSTEMS, INC		6,101.30
	Invoice	Date	Description	Check Sort Code	Amount
	028623	07/01/2025	SPORTSMAN SOFTWARE SUBSCRIPTION AND TRAINING FY26		6,101.30
Check	07/31/2025	14631 Accounts Payable	PET BENEFIT SOLUTION		60.50
	Invoice	Date	Description	Check Sort Code	Amount

	210677	07/24/2025	TOTAL PET PLAN - JULY 2025 PREMIUMS			60.50
Check	07/31/2025	14632 Accounts Payable	PETERSON			1,486.92
	Invoice	Date	Description		Check Sort Code	Amount
	SW240206933	07/18/2025	GENERATOR SERVICE 06/24/25			1,486.92
Check	07/31/2025	14633 Accounts Payable	PLAN JPA			7,112.25
	Invoice	Date	Description		Check Sort Code	Amount
	PLAN-0362	07/11/2025	GENERAL LIABILITY CLAIMS FY24/25 - JUNE 2025			7,112.25
Check	07/31/2025	14634 Accounts Payable	DARRYL REINA			1,775.00
	Invoice	Date	Description		Check Sort Code	Amount
	0623-062625	06/27/2025	COUGAR GIRLS BASKETBALL CAMP INSTRUCTION 06/23-06/26/25			1,775.00
Check	07/31/2025	14635 Accounts Payable	REYES COCA-COLA BOTTLING LLC.			747.86
	Invoice	Date	Description		Check Sort Code	Amount
	47672019022	06/27/2025	CAFE FOOD AND BEVERAGE SUPPLIES			747.86
Check	07/31/2025	14636 Accounts Payable	SMITH & SONS ELECTRIC, INC.			9,120.00
	Invoice	Date	Description		Check Sort Code	Amount
	24040-1	05/01/2025	MAYHEWS PARK METER PEDESTAL 5/1/25			9,120.00
Check	07/31/2025	14637 Accounts Payable	SUN RIDGE SYSTEMS INC			1,375.00
	Invoice	Date	Description		Check Sort Code	Amount
	RIMS-072025-0220	07/24/2025	2025 RIMSCON ANNUAL USERS CONFERENCE - PETER FONG			1,375.00
Check	07/31/2025	14638 Accounts Payable	SYSCO - SAN FRANCISCO			874.06
	Invoice	Date	Description		Check Sort Code	Amount
	750419298	06/09/2025	CAFE/BDAY PARTY/CAMP FOOD 6/9/25			634.01
	750435915	06/17/2025	CAFE/BDAY PARTY/CAMP FOOD 6/17/25			173.67
	750434118	06/16/2025	CAFE/BDAY PARTY/CAMP FOOD 6/16/25			66.38
Check	07/31/2025	14639 Accounts Payable	TIREHUB, LLC			1,580.83
	Invoice	Date	Description		Check Sort Code	Amount
	50582573	06/19/2025	TIRES - GY EAGLE ENFORCER, EAGLE RS, ASSUR MAXLIFE			1,580.83
Check	07/31/2025	14640 Accounts Payable	UNION PACIFIC RAILROAD COMPANY			23,450.71
	Invoice	Date	Description		Check Sort Code	Amount
	90146156	05/12/2025	QUIET ZONE PRJ 1276- RECONFIGURE TRAFFIC LANES & SIDEWALKS 04/25			4,053.87
	90146800	06/09/2025	QUIET ZONE PRJ 1276- NEWARK-NILES/COAST SUBS 05/25			8,951.50
	90146178	05/12/2025	QUIET ZONE PRJ 1276- NEWARK-NILES/COAST SUBS 04/25			9,689.86
	90144941	04/10/2025	PRELIMINARY ENGINEERING SVCS FOR MOWRY VILLAGE PROJECT - 02/25			755.48
Check	07/31/2025	14641 Accounts Payable	BURG , TEDDY			3,972.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-3345	07/22/2025	ENCP2024-0091 RFND			3,972.00
Check	07/31/2025	14642 Accounts Payable	ESQUIVEZ , SAUL			500.00
	Invoice	Date	Description		Check Sort Code	Amount
	756322	07/28/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND			500.00

Check	07/31/2025	14643	Accounts Payable	MILLER , MATTHEW		1,000.00

Invoice	Date	Description	Check Sort Code	Amount
2026-00000046	07/22/2025	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00

Check	07/31/2025	14644	Accounts Payable	REKULA , SRIDHAR		86.00

Invoice	Date	Description	Check Sort Code	Amount
751536	06/30/2025	REFUND FOR SWIM LESSON		86.00

Check	07/31/2025	14645	Accounts Payable	STANTEC		1,000.00

Invoice	Date	Description	Check Sort Code	Amount
184758	07/22/2025	ENCP2018-0071 RFND		1,000.00

Check	07/31/2025	14646	Accounts Payable	WU , XIAODI		59.00

Invoice	Date	Description	Check Sort Code	Amount
756198	07/11/2025	REFUND FOR SWIM LESSON DUE TO SCHEDULE CONFLICT		59.00

EFT	07/31/2025	1640	Accounts Payable	GHA TECHNOLOGIES INC (ACH)	122100024 / 836623900	12,690.00

Invoice	Date	Description	Check Sort Code	Amount
1168239	07/08/2025	HYCU OFFICE 365 BACKUP 08/01/25-04/25/26		12,690.00

EFT	07/31/2025	1641	Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245	802.50

Invoice	Date	Description	Check Sort Code	Amount
15837	06/30/2025	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 06/30/25		802.50

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 56	$351,652.28

Checks:	54	$338,159.78
EFTs:	2	$13,492.50

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/07/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	08/07/2025	14647	Accounts Payable	AFLAC		1,055.92
	Invoice	Date	Description		Check Sort Code	Amount
	701998	08/05/2025	AFLAC - JULY 2025 PREMIUMS			1,055.92
Check	08/07/2025	14648	Accounts Payable	ALAMEDA CO LIBRARY		37,599.00
	Invoice	Date	Description		Check Sort Code	Amount
	FY2425-21	07/14/2025	ADDITIONAL LIBRARY HOURS APR - JUN 2025			37,599.00
Check	08/07/2025	14649	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,227,143.08
	Invoice	Date	Description		Check Sort Code	Amount
	2025-26-003	07/03/2025	CONTRACT FIRE SERVICES - 07/25			1,227,143.08
Check	08/07/2025	14650	Accounts Payable	TREASURER OF ALAMEDA COUNTY		514.00
	Invoice	Date	Description		Check Sort Code	Amount
	JUN 25	07/09/2025	CRIME LAB FEES JUNE 2025			514.00
Check	08/07/2025	14651	Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		50.55
	Invoice	Date	Description		Check Sort Code	Amount
	1112362	07/22/2025	FLEET LED TRUCKER LIGHT BLUE			50.55
Check	08/07/2025	14652	Accounts Payable	ASCENT ENVIRONMENTAL, INC.		5,275.00
	Invoice	Date	Description		Check Sort Code	Amount
	20230149.01-13	04/09/2025	CLIMATE ACTION PLAN DEVELOPMENT 03/25			5,275.00
Check	08/07/2025	14653	Accounts Payable	ASSOCIATION OF BAY AREA GOVERNMENTS		15,738.00
	Invoice	Date	Description		Check Sort Code	Amount
	AR039436	07/01/2025	FY25/26 ABAG MEMBERSHIP DUES			15,738.00
Check	08/07/2025	14654	Accounts Payable	AT&T		111.79
	Invoice	Date	Description		Check Sort Code	Amount
	2300-07012025	07/01/2025	CAPTION LISTING - 07/01-07/31/2025			111.79
Check	08/07/2025	14655	Accounts Payable	BATTERY SYSTEMS INC		147.56
	Invoice	Date	Description		Check Sort Code	Amount
	7320569	07/17/2025	BATTERY REPLACEMENT 07/17/25			147.56
Check	08/07/2025	14656	Accounts Payable	FREMONT HONDA KAWASAKI AND SUZUKI		37,555.72

	Invoice	Date	Description	Check Sort Code	Amount
	2543	01/14/2025	2025 KAWASAKI MULE K60153/K60146		37,555.72
Check	08/07/2025	14657 Accounts Payable	CAL SAFETY INC		31.86
	Invoice	Date	Description	Check Sort Code	Amount
	31542	07/15/2025	"DO NOT FEED" SIGNS		31.86
Check	08/07/2025	14658 Accounts Payable	BEACON VETERINARY SPECIALISTS		171.50
	Invoice	Date	Description	Check Sort Code	Amount
	196606	07/17/2025	VET SVCS 12/03/24		150.00
	196620	07/17/2025	VET SVCS 12/03/24		21.50
Check	08/07/2025	14659 Accounts Payable	COMCAST		1,083.92
	Invoice	Date	Description	Check Sort Code	Amount
	8821-082825	07/24/2025	TELEVISION & PUBLIC WIFI ACCESS 07/29-08/28/25		1,083.92
Check	08/07/2025	14660 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		3,811.50
	Invoice	Date	Description	Check Sort Code	Amount
	112-2506036	07/09/2025	AWS ACCESS FEE JUNE 2025		3,811.50
Check	08/07/2025	14661 Accounts Payable	DALE HARDWARE		833.70
	Invoice	Date	Description	Check Sort Code	Amount
	JUL'25	07/25/2025	DALE SUPPLIES 07/26/25		833.70
Check	08/07/2025	14662 Accounts Payable	DELTA DENTAL OF CALIFORNIA		17,624.83
	Invoice	Date	Description	Check Sort Code	Amount
	BE006656989	08/05/2025	DELTA PPO/BUY-UP - AUGUST 2025 PREMIUMS		17,624.83
Check	08/07/2025	14663 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		202.15
	Invoice	Date	Description	Check Sort Code	Amount
	BE006656339	08/05/2025	DELTA CARE COBRA - AUGUST 2025 PREMIUMS		18.82
	BE006655277	08/05/2025	DELTA CARE - AUGUST 2025 PREMIUMS		183.33
Check	08/07/2025	14664 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		62.83
	Invoice	Date	Description	Check Sort Code	Amount
	2066589062	07/07/2025	CREDIT BUREAU REPORT FEES - 7/7/25		62.83
Check	08/07/2025	14665 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		391.45
	Invoice	Date	Description	Check Sort Code	Amount
	26876656	07/16/2025	IRRIGATION SUPP-VALVE BOD, DRIP, COUP, HOSE SWIVEL, MARLEX-POS		330.42
	27124922	08/04/2025	IRRIGATION SUPPLIES-BUBBLER POS		61.03
Check	08/07/2025	14666 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,266.88
	Invoice	Date	Description	Check Sort Code	Amount
	166924878	08/05/2025	EYEMED - AUGUST 2025 PREMIUMS		2,236.77
	166906236	08/05/2025	EYEMED - COBRA - AUGUST 2025 PREMIUM		30.11
Check	08/07/2025	14667 Accounts Payable	FREMONT FORD		367.60
	Invoice	Date	Description	Check Sort Code	Amount
	237337	07/22/2025	FLEET PAD SEAT AND COVER		306.14

	237402		07/22/2025	FLEET SWITCH WINDOW CONTROL		61.46
Check	08/07/2025	14668	Accounts Payable	GRAINGER		1,987.28
	Invoice		Date	Description	Check Sort Code	Amount
	9571748350		07/14/2025	LIBRARY VACUUM BREAKER REPAIR KIT		38.87
	9562354762		07/03/2025	PROPRESS COUPLING		290.12
	9558016276		07/01/2025	PORTABLE LOCKOUT KIT		1,055.20
	9527775416		06/03/2025	P-TRAP CAST IRON		68.45
	9513806795		05/20/2025	CRIMPER & DOOR CLOSER		379.49
	9495110885		05/05/2025	BUMPER STOP		4.16
	9469236559		04/10/2025	MOTION SENSOR		150.99
Check	08/07/2025	14669	Accounts Payable	GYM DOCTORS		225.00
	Invoice		Date	Description	Check Sort Code	Amount
	00169624		07/17/2025	REPAIRS AND TUNEUPS TO GYM EQUIPMENT @ SILLIMAN 7/16/25		225.00
Check	08/07/2025	14670	Accounts Payable	HDL SOFTWARE, LLC		3,591.44
	Invoice		Date	Description	Check Sort Code	Amount
	SIN052328		06/30/2025	UUT SUPPORT / RETURNS - JUN 2025		3,591.44
Check	08/07/2025	14671	Accounts Payable	HELIX ENVIRONMENTAL PLANNING, INC.		2,348.75
	Invoice		Date	Description	Check Sort Code	Amount
	128266		05/25/2025	CEQA NEWPARK MALL RD STARBUCKS - KAIDENCE - SVCS THRU 05/18/25		2,167.50
	128816		06/29/2025	CEQA NEWPARK MALL RD STARBUCKS - KAIDENCE - SVCS THRU 06/22/25		181.25
Check	08/07/2025	14672	Accounts Payable	KRYSTEN LEE		880.00
	Invoice		Date	Description	Check Sort Code	Amount
	0218-022125EXP		06/30/2025	2025 CSMFO ANNUAL CONFERENCE 02/18-02/21/25		880.00
Check	08/07/2025	14673	Accounts Payable	LOOMIS		371.96
	Invoice		Date	Description	Check Sort Code	Amount
	13789539		07/31/2025	ARMORED CAR SERVICE - 07/25		371.96
Check	08/07/2025	14674	Accounts Payable	AMANDA LOPEZ		474.30
	Invoice		Date	Description	Check Sort Code	Amount
	0520-061125EXP		07/24/2025	UNIFORM EXP REIMBURSEMENT 05/20-06/11/25		474.30
Check	08/07/2025	14675	Accounts Payable	MUNICIPAL RESOURCE GROUP, LLC		2,730.00
	Invoice		Date	Description	Check Sort Code	Amount
	250724		07/14/2025	CLASSIFICATION STUDY - ASSISTANT TO THE CITY MANAGER 06/25		2,730.00
Check	08/07/2025	14676	Accounts Payable	PACIFIC GAS & ELECTRIC		3,792.17
	Invoice		Date	Description	Check Sort Code	Amount
	7460-071525		07/15/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/23-06/24/25		3,792.17
Check	08/07/2025	14677	Accounts Payable	BAY AREA JUMP		1,144.06
	Invoice		Date	Description	Check Sort Code	Amount
	303151		07/24/2025	JUMPER FOR ASH STREET CAMP 07/25/25		605.75
	304560		07/31/2025	JUMPER AND GENERATOR CAMP NEWARK 08/01/25		538.31
Check	08/07/2025	14678	Accounts Payable	REYES COCA-COLA BOTTLING LLC.		996.14

	Invoice	Date	Description	Check Sort Code	Amount
	47990930018	07/18/2025	CAFE FOOD AND BEVERAGE SUPPLIES		996.14
Check	08/07/2025	14679 Accounts Payable	JOSE RODRIGUEZ		119.60
	Invoice	Date	Description	Check Sort Code	Amount
	062925EXP	06/29/2025	BOOT REIMBURSEMENT 06/29/25		119.60
Check	08/07/2025	14680 Accounts Payable	STANDARD INSURANCE COMPANY		1,522.03
	Invoice	Date	Description	Check Sort Code	Amount
	AUGUST 2025	08/05/2025	STANDARD - AUGUST 2025 PREMIUMS		1,522.03
Check	08/07/2025	14681 Accounts Payable	STAPLES		651.08
	Invoice	Date	Description	Check Sort Code	Amount
	7006062343	07/15/2025	OFFICE SUPPLIES 07/02-07/10/25		651.08
Check	08/07/2025	14682 Accounts Payable	SUN RIDGE SYSTEMS INC		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	RIMS-062025-0006	06/21/2025	2025 RIMSCON ANNUAL USERS CONFERENCE - NARAYAN KRISHNAN		500.00
Check	08/07/2025	14683 Accounts Payable	SYSCO - SAN FRANCISCO		356.61
	Invoice	Date	Description	Check Sort Code	Amount
	750492681	07/14/2025	CAFE/BDAY PARTY/CAMP FOOD 7/14/25		356.61
Check	08/07/2025	14684 Accounts Payable	SYSERCO, INC		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	17546	07/16/2025	SYSERCO SOFTWARE TROUBLE SHOOTING TRAINING 07/17/25		1,000.00
Check	08/07/2025	14685 Accounts Payable	THE ED JONES CO INC		161.98
	Invoice	Date	Description	Check Sort Code	Amount
	58665	04/09/2025	514 BADGE-514C VEHICLE ABATEMENT OFFICER		161.98
Check	08/07/2025	14686 Accounts Payable	AMANTIAD , KELII		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-00000115	07/28/2025	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00
Check	08/07/2025	14687 Accounts Payable	CORAL , JUAN		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-00000099	07/28/2025	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00
Check	08/07/2025	14688 Accounts Payable	JONES , TIANNA		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	757787	08/04/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
Check	08/07/2025	14689 Accounts Payable	PEREZ , JENESSA		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	757792	08/04/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
EFT	08/07/2025	1642 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC. (ACH)	026009674 / 351510	1,369.91
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1544597	07/11/2025	COPIER LEASE YEAR 4 OF 5 - TONER FINANCE 1ST FLOOR 07/25		1,369.91
EFT	08/07/2025	1643 Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	1,000.00

	Invoice		Date	Description		Check Sort Code	Amount
	4857 - JULY 25		07/16/2025	POSTAGE - JUL '25			1,000.00
EFT	08/07/2025	1644	Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		18,198.10
	Invoice		Date	Description		Check Sort Code	Amount
	15017		04/30/2025	LEGAL SVCS/SAHA PROJECT/MATTER ID: 489.5022 - SVCS THRU 4/30/25			5,240.50
	15018		04/30/2025	LEGAL SVCS/SAHA PROJECT/MATTER ID: 489.1014 - SVCS THRU 4/30/25			6,472.50
	15847		06/30/2025	LEGAL SERVICES FOR PROLOGIS DESIGN REVIEW - SVCS THRU 6/30/25			6,485.10
EFT	08/07/2025	1645	Accounts Payable	STANTEC CONSULTING SERVICES INC (ACH)	111000012 / 3752096026		12,985.00
	Invoice		Date	Description		Check Sort Code	Amount
	2410393		06/13/2025	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 05/23/25			12,070.00
	2423617		07/14/2025	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 06/20/25			915.00

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 47	$1,411,444.25
Checks:	43	$1,377,891.24	
EFTs:	4	$33,553.01	

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/14/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	08/14/2025	14690	Accounts Payable	AIR EXCHANGE INC		669.23
	Invoice		Date	Description	Check Sort Code	Amount
	91615091		07/16/2025	FIRE STATION 27 PLYMOVENT 7/16/25		205.00
	91615090		07/16/2025	FIRE STATION 28 PLYMOVENT 7/16/25		249.31
	91615092		07/16/2025	FIRE STATION 29 PLYMOVENT 7/16/25		214.92
Check	08/14/2025	14691	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		874,603.12
	Invoice		Date	Description	Check Sort Code	Amount
	2024-25-391		06/30/2025	CONTRACT FIRE SERVICES - 06/25		874,603.12
Check	08/14/2025	14692	Accounts Payable	ALLIED AUTO STORES INC		1,674.82
	Invoice		Date	Description	Check Sort Code	Amount
	JUL'25		07/31/2025	ALLIED-FLEET SUPPLIES 07/07-07/31/25		1,674.82
Check	08/14/2025	14693	Accounts Payable	BAY CENTRAL PRINTING		102.49
	Invoice		Date	Description	Check Sort Code	Amount
	203003		07/25/2025	BUSINESS CARD IMPRINTING-S. KHAN		102.49
Check	08/14/2025	14694	Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		1,107.00
	Invoice		Date	Description	Check Sort Code	Amount
	JULY312025		07/31/2025	OFFICIATING FOR BASKETBALL AND VOLLEYBALL GAMES FOR JULY '25		1,107.00
Check	08/14/2025	14695	Accounts Payable	BOUND TREE MEDICAL, LLC		40.89
	Invoice		Date	Description	Check Sort Code	Amount
	85782409		05/23/2025	COMBAT GAUZE		40.89
Check	08/14/2025	14696	Accounts Payable	CA POLICE CHIEFS ASSOC		170.00
	Invoice		Date	Description	Check Sort Code	Amount
	11685		07/01/2025	CPCA MEMBERSHIP - CAPTAIN MACIAS 07/01/25-06/30/26		170.00
Check	08/14/2025	14697	Accounts Payable	CAL SAFETY INC		1,096.99
	Invoice		Date	Description	Check Sort Code	Amount
	31564		07/23/2025	ROAD SIGNS-POS		1,096.99
Check	08/14/2025	14698	Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION		1,501.20
	Invoice		Date	Description	Check Sort Code	Amount
	0401-063025		08/05/2025	BUILDING STANDARDS FEES - APR TO JUN 2025		1,501.20

Check	08/14/2025	14699	Accounts Payable	STATE DISBURSEMENT UNIT	1.38

Invoice	Date	Description	Check Sort Code	Amount
PPE 8.2.25	08/07/2025	GARNISH - CASE 200000002128365 - 7/20/25-8/2/25		1.38

Check	08/14/2025	14700	Accounts Payable	CALIFORNIA DEPARTMENT OF CONSERVATION	5,993.95

Invoice	Date	Description	Check Sort Code	Amount
0401-063025	08/05/2025	STRONG MOTION FEES - APR TO JUN 2025		5,993.95

Check	08/14/2025	14701	Accounts Payable	CENTRAL VETERINARY HOSPITAL	818.16

Invoice	Date	Description	Check Sort Code	Amount
531670	07/23/2025	CANINE SVCS 07/10 & 7/15/25		159.36
531677	07/23/2025	VET SVCS 07/23/25		390.00
528722	05/15/2025	VET SVCS 05/15/25		268.80

Check	08/14/2025	14702	Accounts Payable	FREMONT CHEVROLET/FREMONT BUICK GMC CADILLAC	1,986.89

Invoice	Date	Description	Check Sort Code	Amount
1168379	07/24/2025	VEH 1002 DIAG AC AND WHEEL ALIGNMENT 07/24/25		1,986.89

Check	08/14/2025	14703	Accounts Payable	CITY OF FREMONT	1,250.00

Invoice	Date	Description	Check Sort Code	Amount
339420	07/17/2025	CASE MANAGEMENT FOR 04/25-06/25		1,250.00

Check	08/14/2025	14704	Accounts Payable	CITY OF FREMONT	92,368.94

Invoice	Date	Description	Check Sort Code	Amount
339506	07/24/2025	PARATRANSIT SERVICES JANUARY - JUNE 2025		92,368.94

Check	08/14/2025	14705	Accounts Payable	JARVIS SHELL	759.49

Invoice	Date	Description	Check Sort Code	Amount
00005	07/08/2025	GASOLINE AND CARWASH 1/3-7/8/25		759.49

Check	08/14/2025	14706	Accounts Payable	FEDEX	38.43

Invoice	Date	Description	Check Sort Code	Amount
8-942-18964	08/01/2025	PACKAGE DELIVERY 7/17, 7/24/25		38.43

Check	08/14/2025	14707	Accounts Payable	KARL FREDSTROM	220.85

Invoice	Date	Description	Check Sort Code	Amount
0726-072925EXP	07/29/2025	EXPENSE REIMBURSEMENT-HOLY GHOST PARADE 07/26-07/29/25		220.85

Check	08/14/2025	14708	Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT	1,100.00

Invoice	Date	Description	Check Sort Code	Amount
451776	07/09/2025	CATALYTIC CONVERTER SERVICE 07/09/25		275.00
451772	07/09/2025	CATALYTIC CONVERTER SERVICE 07/09/25		275.00
451518	07/02/2025	CATALYTIC CONVERTER SERVICE 07/02/25		275.00
451520	07/02/2025	CATALYTIC CONVERTER SERVICE 07/02/25		275.00

Check	08/14/2025	14709	Accounts Payable	FREMONT FORD	759.57

Invoice	Date	Description	Check Sort Code	Amount
237764	07/31/2025	FLEET PARTS-MIRROR ASY		250.21
237824	08/01/2025	FLEET SUPPLIES-SHIELD, DEFLECTOR, SPRING WASHER & PINS		509.36

Check	08/14/2025	14710	Accounts Payable	ROBERTO GARCIA-ACOSTA	39.90

Invoice	Date	Description	Check Sort Code	Amount
072425EXP	08/07/2024	CSMFO EAST BAY CHAPTER MEETING 07/24/25		39.90

Check	08/14/2025	14711	Accounts Payable	GOVERNMENT FINANCE OFFICERS ASSOCIATION	350.00

Invoice	Date	Description	Check Sort Code	Amount
845253	08/08/2025	GFOA BEST PRACTICES FORUM 09/15-09/19/25 | KRYSTEN LEE		350.00

Check	08/14/2025	14712	Accounts Payable	GRAINGER	199.21

Invoice	Date	Description	Check Sort Code	Amount
9584654355	07/24/2025	CITYWIDE HAND CLEANER		124.71
9583077921	07/23/2025	SILLIMAN RINGNUT		10.66
9582941481	07/23/2025	SLIDE WITH ACRYLIC KNOB		63.84

Check	08/14/2025	14713	Accounts Payable	LORENZO HOULE	350.00

Invoice	Date	Description	Check Sort Code	Amount
080625EXP	08/06/2025	BOOT REIMBURSEMENT 08/06/25		350.00

Check	08/14/2025	14714	Accounts Payable	I PIZZA	1,364.00

Invoice	Date	Description	Check Sort Code	Amount
0705-07272025	08/08/2025	PIZZA FOR BIRTHDAY PARTIES 07/05 - 07/27/25		1,364.00

Check	08/14/2025	14715	Accounts Payable	INCREDIFLIX INC	1,050.00

Invoice	Date	Description	Check Sort Code	Amount
0616-062025	08/01/2025	LIVE ACTION MINECRAFT MOVIE FLIX 06/16-06/20/25		1,050.00

Check	08/14/2025	14716	Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.	356.12

Invoice	Date	Description	Check Sort Code	Amount
124323	07/23/2025	HANDLE SCREW KIT & BALANCE CARTRIDGE ASSY		356.12

Check	08/14/2025	14717	Accounts Payable	ENVIROSIGNS	5,524.90

Invoice	Date	Description	Check Sort Code	Amount
INV-3151	06/24/2025	DESIGN SIGNS-MEL NUNES & MIRABEAU PARK 06/24/25		5,524.90

Check	08/14/2025	14718	Accounts Payable	JOINT VENTURE SILICON VALLEY	10,576.00

Invoice	Date	Description	Check Sort Code	Amount
11899EDANEWARK	07/23/2025	JVSV FY 25-26 SVEDA DUES & ULI ASSOC. MEMBERSHIP		3,400.00
11928COSNEWARK	07/23/2025	JVSV FY 25-26 CO-STAR REAL ESTATE SERVICE		7,176.00

Check	08/14/2025	14719	Accounts Payable	KNORR SYSTEMS INTERNATIONAL	840.30

Invoice	Date	Description	Check Sort Code	Amount
276195	07/14/2025	CARBON DIOXIDE REFILL 07/14/25		840.30

Check	08/14/2025	14720	Accounts Payable	LAWCX	390,778.00

Invoice	Date	Description	Check Sort Code	Amount
LAWCX-0018-2026	06/25/2025	FY25/26 EXCESS WORKERS' COMPENSATION PREMIUM		390,778.00

Check	08/14/2025	14721	Accounts Payable	BRIAN LEWIS	350.00

Invoice	Date	Description	Check Sort Code	Amount
080925EXP	08/09/2025	BOOT REIMBURSEMENT 08/09/25		350.00

Check	08/14/2025	14722	Accounts Payable	LPC SERVICES, INC.	267.00

	Invoice	Date	Description	Check Sort Code	Amount
	81729	07/25/2025	PEST SERVICES - CITY HALL #102699 7/25/25		267.00
Check	08/14/2025	14723 Accounts Payable	BRANDON MCCUIN		1,857.28
	Invoice	Date	Description	Check Sort Code	Amount
	062225EXP	08/04/2025	SRO BASIC COURSE REIMBURSEMENT 06/22-06/27/25		1,857.28
Check	08/14/2025	14724 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice	Date	Description	Check Sort Code	Amount
	10993516	07/29/2025	FY 25/26 COBRA ADMINISTRATION FEES - 07/01/25 TO 07/31/25		200.00
Check	08/14/2025	14725 Accounts Payable	KONA ICE OF CENTRAL FREMONT		619.50
	Invoice	Date	Description	Check Sort Code	Amount
	0054	07/14/2025	SHAVED ICE SERVICE FOR REC EVENT 07/16/25		619.50
Check	08/14/2025	14726 Accounts Payable	BEACON ATHLETICS LLC		4,286.05
	Invoice	Date	Description	Check Sort Code	Amount
	0614250-IN	06/02/2025	FIELD MAINTENANCE/FIELD CHALKING SUPPLIES		1,907.13
	0614579-IN	06/09/2025	FIELD MAINTENANCE/FIELD CHALKING SUPPLIES		1,052.13
	0615655-IN	06/25/2025	FIELD MAINTENANCE/FIELD CHALKING SUPPLIES		1,326.79
Check	08/14/2025	14727 Accounts Payable	PACIFIC COAST POLYGRAPH AND INVESTIGATIONS, INC.		1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	25-23	07/05/2025	POLYGRAPH SERVICES 06/09 - 06/16/25		1,500.00
Check	08/14/2025	14728 Accounts Payable	PACIFIC GAS & ELECTRIC		236.76
	Invoice	Date	Description	Check Sort Code	Amount
	0552-073125	07/31/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/26-07/25/25		100.70
	2305-073125	07/31/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/25-07/24/25		136.06
Check	08/14/2025	14729 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		941.60
	Invoice	Date	Description	Check Sort Code	Amount
	062025101	07/16/2025	PARKING CITATION PROGRAM JUNE 2025		941.60
Check	08/14/2025	14730 Accounts Payable	PILLSBURY WINTHROP SHAW PITTMAN LLP		3,340.00
	Invoice	Date	Description	Check Sort Code	Amount
	8667300	07/30/2025	EMPLOYEE BENEFITS ADVICE THRU 06/30/25		584.50
	8652655	04/30/2025	EMPLOYEE BENEFITS ADVICE THRU 03/31/25		2,755.50
Check	08/14/2025	14731 Accounts Payable	PLAN JPA		1,968,342.00
	Invoice	Date	Description	Check Sort Code	Amount
	PLAN-0339	07/01/2025	FY 25/26 GENERAL LIABILITY AND PROPERTY MEMBER CONTRIBUTIONS		1,968,342.00
Check	08/14/2025	14732 Accounts Payable	RINGCENTRAL INC.		5,096.86
	Invoice	Date	Description	Check Sort Code	Amount
	CD_001170840	07/22/2025	UNIFIED TELEPHONE SYSTEM - 07/20-08/19/25		5,096.86
Check	08/14/2025	14733 Accounts Payable	LINCOLN AQUATICS		928.20
	Invoice	Date	Description	Check Sort Code	Amount

	SL054368	08/08/2025	POOL CHEMICALS			928.20
Check	08/14/2025	14734 Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY			3,852.50
	Invoice	Date	Description		Check Sort Code	Amount
	400000249877	07/02/2025	WORKERS COMPENSATION ADMIN FEES - 07/01/25-07/31/25			3,852.50
Check	08/14/2025	14735 Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP			1,708.10
	Invoice	Date	Description		Check Sort Code	Amount
	292334	07/22/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 06/30/25			1,708.10
Check	08/14/2025	14736 Accounts Payable	CENTERVILLE LOCKSMITH			30.53
	Invoice	Date	Description		Check Sort Code	Amount
	344959	07/30/2025	BLDG YALE KEY & BRASS JENA RING CLIPS			30.53
Check	08/14/2025	14737 Accounts Payable	STERICYCLE, INC			3,592.80
	Invoice	Date	Description		Check Sort Code	Amount
	8007491752	06/18/2024	SHREDDING EVENT 05/20/24			1,196.10
	8008700621	10/18/2024	SHREDDING EVENT 10/05/24			1,173.60
	8005026382	10/18/2023	SHREDDING EVENT 10/07/23			1,223.10
Check	08/14/2025	14738 Accounts Payable	LEHR			1,145.34
	Invoice	Date	Description		Check Sort Code	Amount
	SI117077	03/31/2025	FLEET GROTE SURFACE MOUNT			352.29
	SI117428	04/07/2025	FLEET SETINA SEAT BELT RETRACTOR			389.81
	SI118673	05/06/2025	FLEET SETINA SEAT BELT RETRACTOR			201.62
	SI118796	05/08/2025	FLEET SETINA SEAT BELT RETRACTOR			201.62
Check	08/14/2025	14739 Accounts Payable	SYSCO - SAN FRANCISCO			566.12
	Invoice	Date	Description		Check Sort Code	Amount
	750506689	07/21/2025	CAFE/BDAY PARTY/CAMP FOOD 7/21/25			566.12
Check	08/14/2025	14740 Accounts Payable	TEMPERATURE TECHNOLOGY INC.			795.50
	Invoice	Date	Description		Check Sort Code	Amount
	I4132	07/22/2025	COMMUNITY CENTER HVAC SERVICE 7/16/25			795.50
Check	08/14/2025	14741 Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.			1,357.50
	Invoice	Date	Description		Check Sort Code	Amount
	25-06-032	07/01/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 06/25			1,357.50
Check	08/14/2025	14742 Accounts Payable	H&M SOUND			29,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	002-2025	07/01/2025	2025 SUMMER CONCERT SERIES FINAL PAYMENT - 07/25			29,000.00
Check	08/14/2025	14743 Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV			7,051.20
	Invoice	Date	Description		Check Sort Code	Amount
	2025122155	07/21/2025	2025 MEMBERSHIP AND 2024 BILLABLE TICKETS FEES			5,408.26
	25USB122155	07/25/2025	CA STATE FEE REGULATORY FEE (USA ALERTS) FY26			1,642.94
Check	08/14/2025	14744 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO			843.31

	Invoice	Date	Description	Check Sort Code	Amount
	20814	07/25/2025	MULTIFOLD TOWELS		843.31
Check	08/14/2025	14745 Accounts Payable	URBAN PLANNING PARTNERS, INC.		1,378.75
	Invoice	Date	Description	Check Sort Code	Amount
	24013-250630	07/16/2025	ADU PRGM IMPLEMENTATION - SVCS THRU 06/30/25		1,378.75
Check	08/14/2025	14746 Accounts Payable	ORION SECURITY		7,445.63
	Invoice	Date	Description	Check Sort Code	Amount
	132433	07/05/2025	UNARMED, UNIFORMED SECURITY GUARD 06/30/25-07/03/25		1,137.15
	132490	07/12/2025	UNARMED, UNIFORMED SECURITY GUARD 07/07/25-07/11/25		1,434.98
	132542	07/19/2025	UNARMED, UNIFORMED SECURITY GUARD 07/14/25-07/17/25		1,137.15
	132587	07/26/2025	UNARMED, UNIFORMED SECURITY GUARD 07/21/25-07/24/25		1,155.20
	132801	08/02/2025	UNARMED, UNIFORMED SECURITY GUARD 07/28/25-07/31/25		1,155.20
	132883	08/09/2025	UNARMED, UNIFORMED SECURITY GUARD 08/04/25-08/08/25		1,425.95
Check	08/14/2025	14747 Accounts Payable	GAZELAS , NICK		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	758030	08/06/2025	FIELD RENTAL DEPOSIT REFUND		100.00
Check	08/14/2025	14748 Accounts Payable	SAMANIEGO , YURIDIA		13.00
	Invoice	Date	Description	Check Sort Code	Amount
	758283	08/08/2025	REFUND OF CREDIT ON ACCOUNT FROM SILENT SPLASH EVENT		13.00
Check	08/14/2025	14749 Accounts Payable	YU , DAVID		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	757926	08/05/2025	SILLIMAN RENTAL DEPOSIT REFUND		500.00
EFT	08/14/2025	1655 Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215	12,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	07252025	07/25/2025	PUBLIC ART PROJECT MANAGEMENT 07/25/25		12,000.00
EFT	08/14/2025	1656 Accounts Payable	HALEY & ALDRICH, INC	011301798 / 601014525	3,096.75
	Invoice	Date	Description	Check Sort Code	Amount
	9059204	07/25/2025	RAILROAD QUIET CROSSINGS PRJ 1357 THROUGH 05/31/25		306.75
	9059203	07/25/2025	OLD TOWN IMPROVEMENTS PRJ 1258 THROUGH 05/31/25		1,170.00
	9059200	07/25/2025	UST REMOVAL AT SVC PRJ 1310 THROUGH 05/31/25		1,620.00
EFT	08/14/2025	1657 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC. (ACH)	026009674 / 351510	2,908.65
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1547007	07/23/2025	COPIER LEASE YEAR 4 OF 5 - OVERAGES 06/21-07/20/25		2,908.65

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 63 $3,463,042.76

Checks:	60	$3,445,037.36
EFTs:	3	$18,005.40

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/21/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Check	08/21/2025	14750	Accounts Payable	ABC FIRE PROTECTION, INC.		2,366.24
	Invoice	Date	Description		Check Sort Code	Amount
	69101	07/31/2025	FIRE EXTINGUISHER MAINTENANCE 7/31/25			2,366.24
Check	08/21/2025	14751	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,227,143.08
	Invoice	Date	Description		Check Sort Code	Amount
	2025-26-016	08/01/2025	CONTRACT FIRE SERVICES - 08/25			1,227,143.08
Check	08/21/2025	14752	Accounts Payable	TREASURER OF ALAMEDA COUNTY		514.00
	Invoice	Date	Description		Check Sort Code	Amount
	JUL 25	08/11/2025	CRIME LAB FEES JULY 2025			514.00
Check	08/21/2025	14753	Accounts Payable	ALLTECH PETRO INC.		1,218.44
	Invoice	Date	Description		Check Sort Code	Amount
	12830	12/13/2024	TROUBLESHOOT TANK PROBE 12/13/24			1,218.44
Check	08/21/2025	14754	Accounts Payable	AT&T		101.79
	Invoice	Date	Description		Check Sort Code	Amount
	2300-08012025	08/01/2025	CAPTION LISTING - 08/01-08/31/2025			101.79
Check	08/21/2025	14755	Accounts Payable	BAILEY FENCE COMPANY INC		351.00
	Invoice	Date	Description		Check Sort Code	Amount
	87505	07/23/2025	REPAIR CYCLONE FENCE 07/23/25			351.00
Check	08/21/2025	14756	Accounts Payable	JOSEPH Q. BALATBAT		1,737.16
	Invoice	Date	Description		Check Sort Code	Amount
	071325-071825EXP	08/12/2025	EXPENSE REIMBURSEMENT - ESRI CONFERENCE 07/13-07/18/25			1,737.16
Check	08/21/2025	14757	Accounts Payable	BAY AREA TEMPORARY SANITATION, INC.		1,663.91
	Invoice	Date	Description		Check Sort Code	Amount
	115897	07/30/2025	ASH STREET PARK CAMP RESTROOMS WASHING STATIONS 07/25			1,663.91
Check	08/21/2025	14758	Accounts Payable	BAY CENTRAL PRINTING		204.99
	Invoice	Date	Description		Check Sort Code	Amount
	203071	07/31/2025	BUSINESS CARD IMPRINTING-A. TSUI & N. JALALIDIN			204.99
Check	08/21/2025	14759	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		145.43
	Invoice	Date	Description		Check Sort Code	Amount

	JULY 25		08/01/2025	OFFICE SUPPLIES 07/08-07/18/25 (APS #26-31)		145.43
Check	08/21/2025	14760	Accounts Payable	CAL SAFETY INC		14,194.50
	Invoice		Date	Description	Check Sort Code	Amount
	31428		05/28/2025	SOTC TRAFFIC CONTROL SYSTEM 04/25/25		14,194.50
Check	08/21/2025	14761	Accounts Payable	CENTRALSQUARE TECHNOLOGIES, LLC		270.00
	Invoice		Date	Description	Check Sort Code	Amount
	443235		07/30/2025	PUBLIC ADMINISTRATION TRAINING SERVICES 06/22-06/28/25		270.00
Check	08/21/2025	14762	Accounts Payable	CLEARGOV INC.		35,877.50
	Invoice		Date	Description	Check Sort Code	Amount
	2025-17060		07/01/2025	SUBSCRIPTION SERVICE FEES 07/01/25-06/30/26		35,877.50
Check	08/21/2025	14763	Accounts Payable	COMCAST BUSINESS		1,557.28
	Invoice		Date	Description	Check Sort Code	Amount
	246912378		08/01/2025	CALNET ACCT 963534957 | 07/01-07/31/25		414.42
	246912434		08/01/2025	CALNET ACCT 932687073 | 07/01-07/31/25		1,142.86
Check	08/21/2025	14764	Accounts Payable	CORELOGIC SOLUTIONS, LLC		231.75
	Invoice		Date	Description	Check Sort Code	Amount
	30785661		07/31/2025	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 07/31/25		231.75
Check	08/21/2025	14765	Accounts Payable	CORO MEDICAL, LLC.		1,674.54
	Invoice		Date	Description	Check Sort Code	Amount
	PS-INV249369		07/29/2025	ZOLL CPR-D PADZ		1,674.54
Check	08/21/2025	14766	Accounts Payable	COUNTY OF ALAMEDA		2,997.50
	Invoice		Date	Description	Check Sort Code	Amount
	JULY 25		08/05/2025	CITATION PROCESSING FEES - JULY '25		2,997.50
Check	08/21/2025	14767	Accounts Payable	CSG CONSULTANTS, INC.		8,785.88
	Invoice		Date	Description	Check Sort Code	Amount
	B251023		08/01/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 07/01-07/31/25		8,785.88
Check	08/21/2025	14768	Accounts Payable	LAURA DASILVA		1,550.25
	Invoice		Date	Description	Check Sort Code	Amount
	0721-072425EXP		08/10/2025	FIREARMS TECH SPECIALIST-L. DA SILVA 07/22-07/24/25		1,550.25
Check	08/21/2025	14769	Accounts Payable	DEPARTMENT OF SOCIAL SERVICES		484.00
	Invoice		Date	Description	Check Sort Code	Amount
	222207		07/02/2025	CHILDCARE LICENSING FEE FY26		484.00
Check	08/21/2025	14770	Accounts Payable	EYEP-SOLUTIONS INC		75,793.21
	Invoice		Date	Description	Check Sort Code	Amount
	25-340		06/24/2025	SECURITY INSTALL PROGRESS BILLING 7 - 06/24/25		75,793.21
Check	08/21/2025	14771	Accounts Payable	FOLGERGRAPHICS, INC		2,860.51
	Invoice		Date	Description	Check Sort Code	Amount
	144484		07/24/2025	POSTCARDS FOR FALL 2025 GUIDE		2,860.51
Check	08/21/2025	14772	Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		295.00

	Invoice	Date	Description	Check Sort Code	Amount
	453276	08/13/2025	CATALYTIC CONVERTER SERVICE 08/13/25		295.00
Check	08/21/2025	14773 Accounts Payable	GOOD CITY COMPANY		116,180.00
	Invoice	Date	Description	Check Sort Code	Amount
	4170	03/31/2025	GENERAL PLANNING SERVICES - SVCS 03/01 - 03/31/25		35,584.00
	4202	05/30/2025	GENERAL PLANNING SERVICES - SVCS 05/01 - 05/31/25		39,444.75
	4263	06/30/2025	GENERAL PLANNING SERVICES - SVCS 06/01 - 06/30/25		41,151.25
Check	08/21/2025	14774 Accounts Payable	GRAINGER		407.00
	Invoice	Date	Description	Check Sort Code	Amount
	9590502614	07/30/2025	BATTERIES		407.00
Check	08/21/2025	14775 Accounts Payable	HDL COREN & CONE		4,850.00
	Invoice	Date	Description	Check Sort Code	Amount
	SIN052719	07/28/2025	PROPERTY TAX CONSULTING - JUL - SEPT 2025		4,850.00
Check	08/21/2025	14776 Accounts Payable	HILLYARD		4,048.14
	Invoice	Date	Description	Check Sort Code	Amount
	605837938	05/28/2025	JANITORIAL SUPPLIES - TOWELS & TISSUE		2,375.26
	605890036	07/24/2025	BLDG JANITORIAL SUPPLIES-TOWELS		1,672.88
Check	08/21/2025	14777 Accounts Payable	HOME DEPOT CREDIT SERVICES		2,262.80
	Invoice	Date	Description	Check Sort Code	Amount
	JUL'25	07/13/2025	HOME DEPOT CC PURCHASE 06/17-07/11/25		2,262.80
Check	08/21/2025	14778 Accounts Payable	SPECTRUM CANINE		650.00
	Invoice	Date	Description	Check Sort Code	Amount
	0006441	08/12/2025	K9 TRAINING JULY 2025		650.00
Check	08/21/2025	14779 Accounts Payable	J4 SYSTEMS		760.00
	Invoice	Date	Description	Check Sort Code	Amount
	21390	07/07/2025	INTUNE SETUP - JORGE ARANDA 07/03/25		475.00
	21432	07/14/2025	INTUNE SETUP - JORGE ARANDA 07/11/25		285.00
Check	08/21/2025	14780 Accounts Payable	KBA DOCUMENT SOLUTIONS		5,758.30
	Invoice	Date	Description	Check Sort Code	Amount
	338111	07/15/2025	LEASE PAYMENT 1900869003 - 07/05 - 08/04/25		204.80
	222575-A	08/23/2024	LEASE PAYMENT 1900869002 - 08/15/24 - 09/14/24		4,708.14
	208898-A	07/15/2024	LEASE PAYMENT 1900869003 - 07/05 - 08/04/24		204.80
	220111-A	08/13/2024	LEASE PAYMENT 1900869003 - 08/05 - 09/04/24		223.43
	211972-A	07/23/2024	LEASE PAYMENT 1900869004 - 07/15/24 - 08/14/24		207.70
	222578-A	08/23/2024	LEASE PAYMENT 1900869004 - 08/15/24 - 09/14/24		209.43
Check	08/21/2025	14781 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	1300158164	07/31/2025	INVESTIGATIVE INFO RESEARCH - 7/31/25		50.00
Check	08/21/2025	14782 Accounts Payable	NHA ADVISORS, LLC		2,768.75
	Invoice	Date	Description	Check Sort Code	Amount
	01794	07/11/2025	2024-25 CONSULTING (GENERAL) - 01/01/24-06/30/25		2,768.75

Check	08/21/2025	14783	Accounts Payable	THE PERMANENTE MEDICAL GROUP, INC.		334.00
	Invoice		Date	Description	Check Sort Code	Amount
	9000672444		07/14/2025	PRE-EMPLOYMENT/ DOT PHYSICALS - 06/06-06/16/25		334.00
Check	08/21/2025	14784	Accounts Payable	LIGHTHOUSE SERVICES LLC		2,247.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025302		04/10/2025	COMPLIANCE HOTLINE ANNUAL FEE 5/1/25-5/1/26		2,247.00
Check	08/21/2025	14785	Accounts Payable	POSITIVE PROMOTIONS, INC		1,188.14
	Invoice		Date	Description	Check Sort Code	Amount
	63519500-A		07/31/2025	COMMUNITY ENGAGEMENT SUPPLIES		1,188.14
Check	08/21/2025	14786	Accounts Payable	QUADIENT LEASING USA, INC.		2,700.53
	Invoice		Date	Description	Check Sort Code	Amount
	Q1954499		07/28/2025	POSTAL/FOLDING MACHINE LEASE 05/29/25-08/28/25		2,700.53
Check	08/21/2025	14787	Accounts Payable	S&H CONSTRUCTION, INC.		57,410.40
	Invoice		Date	Description	Check Sort Code	Amount
	7R2		06/30/2025	NEWARK RESOURCE CENTER RENOVATIONS PRJ 1360 06/30/25		57,410.40
Check	08/21/2025	14788	Accounts Payable	JESSICA SABOGAL		4,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	02		07/24/2025	CONCEPT DESIGN FOR OLD TOWN PROJECT TREE GRATES 06/30/25		4,000.00
Check	08/21/2025	14789	Accounts Payable	SEROLOGICAL RESEARCH INSTITUTE		1,850.00
	Invoice		Date	Description	Check Sort Code	Amount
	25525		07/29/2025	DNA SERVICES #13672.25 07/25		1,850.00
Check	08/21/2025	14790	Accounts Payable	SIEMENS INDUSTRY, INC.		14,892.00
	Invoice		Date	Description	Check Sort Code	Amount
	5331750761		01/09/2025	FIRE SERVICE AGREEMENT & MONITORING 01/09/25		14,892.00
Check	08/21/2025	14791	Accounts Payable	S.B.R.P.S.T.C.		2,192.76
	Invoice		Date	Description	Check Sort Code	Amount
	0915-092625AM		07/31/2025	SUPERVISORY COURSE - A.MUSANTRY 09/15-09/26/25		2,192.76
Check	08/21/2025	14792	Accounts Payable	STAPLES		1,367.41
	Invoice		Date	Description	Check Sort Code	Amount
	7006291249		07/31/2025	OFFICE SUPPLIES 07/16-07/30/25		1,367.41
Check	08/21/2025	14793	Accounts Payable	STARCHASE LLC		40,888.14
	Invoice		Date	Description	Check Sort Code	Amount
	20134506		06/30/2025	GUARDIAN-VX		40,888.14
Check	08/21/2025	14794	Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY		552.93
	Invoice		Date	Description	Check Sort Code	Amount
	184-1102841		07/09/2025	ROAD SERVICE 07/09/25		552.93
Check	08/21/2025	14795	Accounts Payable	TIREHUB, LLC		7,128.06
	Invoice		Date	Description	Check Sort Code	Amount
	50762225		06/26/2025	TIRES - GY ARMOR MAX		3,486.66

	50612882	06/20/2025	TIRES - GY EAGLE ENFORCER AW			533.72
	50832343	06/30/2025	TIRES - CP SEVRESERIES WBA			1,321.90
	50732068	06/25/2025	TIRES - WRL WORKHRSE HT			1,190.52
	50208369	06/04/2025	TIRES-GY WRL WORKHORSE			595.26
Check	08/21/2025	14796 Accounts Payable	ANGELA TSUI			6,156.46
	Invoice	Date	Description		Check Sort Code	Amount
	091224-092424EXP	07/08/2025	EAST BAY EDA/ICSC CONF EXPENSES 09/12-09/24/24			655.74
	101824EXP	07/08/2025	EXPENSE REIMBURSEMENT FOR SUPPLIES 10/24			18.72
	110524-111524EXP	07/08/2025	MMANC CONFERENCE & SUPPLIES 11/05-11/15/24			1,259.13
	011525-011725EXP	07/08/2025	EXPENSE REIMB JP MORGAN BIOSCIENCE CONF/ICSC CONF 01/15-01/17/25			87.00
	020525-022625EXP	07/08/2025	ICSC KICKOFF/EAST BAY EDA, CALED FEE & SUPPLIES 02/05-02/26/25			586.89
	030525-032625EXP	07/08/2025	ICSC CONFERENCE - 03/05-03/26/25			786.12
	040125-043025EXP	07/08/2025	SVEDA MTG/EAST BAY EDA/CDD/ULI SUMMIT & SUPPLIES 04/01-04/30/25			258.02
	050725-052025EXP	07/08/2025	CALED & ICSC CONFERENCES & SUPPLIES 05/07-05/20/25			2,414.82
	062625-062725EXP	07/08/2025	MILEAGE REIMB SVEDA MTG & SILICON VALLEY EVENT 06/26-06/27/25			90.02
Check	08/21/2025	14797 Accounts Payable	STEVEN TURNER			111.98
	Invoice	Date	Description		Check Sort Code	Amount
	072125EXP	08/04/2025	BREAKFAST ITEMS FOR PATRICIA MONTEJANO'S FAREWELL			111.98
Check	08/21/2025	14798 Accounts Payable	VERIZON WIRELESS			16,217.12
	Invoice	Date	Description		Check Sort Code	Amount
	6118824615	07/18/2025	WIRELESS SERVICE 06/19-07/18/25			16,217.12
Check	08/21/2025	14799 Accounts Payable	WASHINGTON HEALTH			100.00
	Invoice	Date	Description		Check Sort Code	Amount
	0725-NPD-LB	08/04/2025	LAB TESTS JULY 2025			100.00
Check	08/21/2025	14800 Accounts Payable	ARTEMIS SELF DEFENSE, LLC			1,625.00
	Invoice	Date	Description		Check Sort Code	Amount
	25-26	08/11/2025	2025 SOLE SUMMIT REGISTRATION FEE AND AMMO-B. ARROYO			1,625.00
Check	08/21/2025	14801 Accounts Payable	WEX BANK			2,023.01
	Invoice	Date	Description		Check Sort Code	Amount
	106589878	08/06/2025	CHEVRON CC 08/06/25			2,023.01
Check	08/21/2025	14802 Accounts Payable	DOG WASTE DEPOT			561.72
	Invoice	Date	Description		Check Sort Code	Amount
	775960	07/30/2025	COMPOSTABLE PIC-UP ROLL BAGS			561.72
Check	08/21/2025	14803 Accounts Payable	GARCIA , JORGE			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2026-00000040	08/06/2025	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND			1,000.00
Check	08/21/2025	14804 Accounts Payable	UNITED SWISS SOCIETIES OF NORTHERN CALIFORNIA			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2026-00000112	08/06/2025	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND			1,000.00
EFT	08/21/2025	1658 Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470		4,498.75
	Invoice	Date	Description		Check Sort Code	Amount

	2005165	07/03/2025	CEQA REVIEW FOR THE PROLOGIS PROJECT - SVCS THRU 06/30/25			4,498.75
EFT	08/21/2025	1659 Accounts Payable	MONDAY.COM LTD (ACH)	021000089 / 31349993		15,870.33
	Invoice	Date	Description		Check Sort Code	Amount
	INV01250019028	07/31/2025	MONDAY WORK MANAGEMENT PRO 07/31/25-07/30/26			15,870.33
EFT	08/21/2025	1660 Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		32,920.40
	Invoice	Date	Description		Check Sort Code	Amount
	13314	12/31/2024	LEGAL SVCS - TPM 7848 THORNTON - SVCS THRU 12/31/24			393.00
	13829	01/31/2025	LEGAL SVCS - TPM 7848 THORNTON - SVCS THRU 1/31/25			214.00
	15851	06/30/2025	LEGAL SVCS - TPM 7848 THORNTON - SVCS THRU 6/30/25			107.00
	15841	06/30/2025	LEGAL SERVICES - LENNAR HOMES - SVCS 06/30/25			107.00
	15508	05/31/2025	LEGAL SERVICES FOR MOWRY VILLAGE PROJECT - SVCS THRU 05/31/25			18,742.40
	15845	06/30/2025	LEGAL SERVICES FOR MOWRY VILLAGE PROJECT - SVCS THRU 06/30/25			13,250.00
	15004	04/30/2025	LEGAL SVCS - CHERRY ST TOWNHOMES - SVCS THRU 04/30/25			107.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 58			$1,738,589.09

Checks:	55	$1,685,299.61
EFTs:	3	$53,289.48

STAFF REPORT

Item D. 2.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Approval of July 24, 2025, minutes

Attachments

Minutes

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

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

Minutes

Thursday, July 24, 2025
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:05 p.m. Council Members Jorgens, Grindall, Catancio and Vice Mayor Little were present.

B. PRESENTATIONS

Mayor Hannon announced that he would adjourn the meeting in memory of retired Newark Police Officers: George Stoner and Isaac “Don” Skipper.

1. Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival

   Mayor Hannon presented the proclamation to John Nunes.

2. Introduction of employee(s)

   Mayor Hannon introduced Dan Cianciarulo who was promoted to Maintenance Supervisor.

C. PUBLIC COMMENT

Renu Malhotra, Preet, Satya Ganeshan, and Hari Kathrani shared their Open Governance technology called opgov.ai. They used information from the City website in their ai software for public access. They encouraged people to sign up for free accounts.

Joe Chiu, General Manager Republic Services, thanked the residents for their patience during the recent waste pick up work stoppage. He announced that a customer goodwill program would be developed.

Namit Saksena thanked the Public Works Department for bringing the splashpad back in service.

Namit Saksena, thanked Mayor Hannon and City Manager Benoun for helping the Glassbay Homeowners Association resolve a property tax issue. He presented them with soccer themed hats and a thank you letter.

Jesus Enriques stated that he would like help from the City to create a location for children who cannot afford to participate in sports clubs or camps. He noted the City has one soccer field and he wanted children to be able to play in Newark.

Tiffany Allen Vargas stated she runs a nonprofit and has run into issues finding space for youth athletes. They need facilities to help the youth and requested community help to create a facility. She announced an Aces for Athletes fundraiser to be held on September 6, 2025.

D. CONSENT CALENDAR

Council Member Catancio moved, Council Member Grindall seconded, to approve Consent Calendar items D.1 through D.7 and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of July 10, 2025, minutes

3. Adopt a resolution approving a Memorandum of Understanding with the Newark Police Management Association
   Resolution No. 11763

4. Adopt a resolution approving a Side Letter of Agreement with the Newark Police Association (NPA) to align the reinstatement provision in the July 1, 2025

– June 30, 2028 Memorandum of Understanding (MOU) with the City's Personnel Rules and Regulations
Resolution No. 11764

5. Approve the specifications and adopt a resolution awarding a contract to Villalobos & Associates, Inc. for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007 and 2025 Citywide Accessible Ramps Project No. CIPA10001
Resolution No. 11765

6. Adopt resolution approving the project plans and specifications for Project CIPA10005.FY2025 and awarding a contract to VSS International, Inc. for the 2025 Slurry Seal Project, and approving an amendment to the budget; Exempt from CEQA review per CEQA Guidelines Section 15301
Resolution No. 11766

7. Adopt a resolution authorizing the City Manager to execute an agreement with Hello Housing to develop and administer the first-time homebuyer assistance and below-market rate homeownership programs
Resolution No. 11767

E. PUBLIC HEARINGS

1. Hearing to consider property owners' objections and adopt a resolution confirming the Superintendent of Streets' Report concerning weed abatement assessments Resolution No 11768.

Maintenance Superintendent Connolly gave the staff report recommending approval.

At 7:49 p.m. Mayor Hannon opened the public hearing.

No one requested to speak.

Mayor Hannon closed the public hearing at 7:50 p.m.

Moved by Vice Mayor Little, seconded by Council Member Jorgens to adopt the resolution. The motion passed, 5 AYES.

1. Hearing to consider a Call for Review of the Planning Commission's adoption of Resolution No. 2022 approving the Prologis project at 6756 – 6792 Central Avenue (APN: 92A-2165-14, -15, -16, and -17) consisting of the following entitlements: Design Review (DR2022-010), a Minor Use Permit (MUP2024001), and a Conditional Use Permit (U2024-001) to allow for a new industrial building and associated on-site improvements and consider a resolution affirming the Planning Commission's action and a resolution overturning the Planning Commission's action
Resolution No. 11769

Associate Planner Balatbat gave the staff report. Presentation on file with City Clerk.

Olivia Ervin, M-Group conducted the environmental review for the project. She outlined the CEQA analysis for this project and the CEQA Exemption eligibility.

The City Council asked clarifying questions. Mayor Hannon asked City Manager Benoun to survey cities for a road usage impact tax for trucks.

Mayor Hannon called for a recess at 8:31 p.m.

Mayor Hannon resumed the meeting at 8:38 p.m.

Edesa Bitbadal, consultant for Prologis gave a presentation on behalf of the applicant. Presentation on file with the City Clerk. She highlighted the revitalization of the site, job creation, fiscal benefits to the City and easements to help with the Central Avenue Overpass. She requested that the City Council uphold the Planning Commission's approval of this project.

Mayor Hannon opened the public hearing at 8:59 p.m.

Martin Dino, IBW Local member, stated that he supported this high-quality, union constructed project. The building would generate funding for the city.

James Perry, IBW local member and Newark resident, stated that he advocated for the project and jobs for Newark residents.

Brian Warner, Business Representative for Sheet Metal Workers, presented a letter to the City Council in support of the project. The project will create

construction jobs and jobs for the area.

John Balentine Executive Director of Second Chance, spoke in support of the project and the need for local employment for homeless shelter residents.

Stephen Cassidy, CEO of Chamber of Commerce, stated that the Chamber's Board of Directors supported the project. He noted that Prologis was a good corporate citizen, had major investment in Newark, and was innovative.

Mayor Hannon closed the public hearing at 9:12 p.m.

Council Member Grindall stated that the building design was nice, but it was a distribution center, with unknown: tenant(s), job creation, and tax generation. He thought a manufacturing use at that location would create greater value for the City. He stated his opposition to the project.

Vice Mayor Little spoke in favor of the project and appreciated the union labor for the construction of the building.

Mayor Hannon spoke in favor of the project and the associated infrastructure improvements. He requested that any future amendments to the project include a permanent signal at Sycamore Street and Cedar Boulevard and more information on solar panels for the building. He requested a modification to Condition pp to change the timeline for design review approval from 3 years to 2 years.

In response to Council Member Jorgen's question, Janet Galvez stated that there could be an array of tenants at the location.

Moved by Mayor Hannon seconded by Vice Mayor Little to adopt the resolution affirming the Planning Commission's action with a revision to Condition pp to reduce the design review approval deadline from 3 years to 2 years. The motion passed, 4 AYES, 1 NO (Grindall).

Mayor Hannon called for a recess at 9:25 p.m.

Mayor Hannon resumed the meeting at 9:31 p.m.

F. OTHER BUSINESS

1. Adopt a resolution to award a Broadband Public-Private Partnership contract to Smart Fiber Networks
Resolution No. 11770

CIO/Information Technology Director Miranda gave the staff report recommending approval. Presentation on file with City Clerk.

No one from the public requested to speak.

Mayor Hannon suggested a community survey to gauge support for a Utility Users Tax increase to expand the broadband program.

Council Member Jorgens moved, Council Member Grindall seconded to adopt the resolution. The motion passed, 5 AYES.

2. Presentation on the status of the Sea Level Rise Vulnerability Assessment and Adaptation Strategy

Environmental Services Manager Scanlin introduced Meg Ackerson.

Meg Ackerson, Arup US, Inc, City consultant gave the presentation. Presentation on file with City Clerk.

No one from the public requested to speak.

Council Member Jorgens asked about coordination with the City of Fremont. Ms. Ackerson stated that they plan to hold workshops with stakeholder groups and align priorities on shared shorelines.

This item was informational only.

3. Presentation of information from Alameda County's 2024 Point-in-Time Count and the City's activities related to homelessness

Recreation and Community Services Director Cuevas gave the presentation. Presentation on file with City Clerk.

No one from the public requested to speak.

Council Member Grindall requested periodic updates on the Homeless Action Plan.

This item was informational only.

G. CITY MANAGER UPDATES

City Manager Benoun announced: National Night Out on August 5, 2025, Groovin's at the Grove Summer Concert on July 25, 2025, Mariachi Festival on July 27, 2025, Adult Coed Softball League registration begins on August 4, 2025, and the Recreation and Community Services Fall Activities Guide was posted online today.

H. CITY COUNCIL MATTERS

Council Member Grindall stated that his next Coffee with a Council Member would be held on August 16, 2025, at 10 a.m. at the Old Town Starbucks.

Council Member Catancio announced the Relay for Life event on August 16, she attended the AVA Community Energy Board Meeting and their ebike rebate drawing is ongoing, school will resume soon, the Silliman Center is accepting school supplies donations. Shop Newark.

Council Member Little announced the Aces for Athletes fundraiser for the Tri City Athletic Center on September 6, 2025, from 4 to 11 p.m.

1. Discussion and direction regarding June 26, 2025 meeting minutes and approval of same
Motion Approved

Mayor Hannon stated that Council Member Grindall requested the removal of NUSD language in June 26, 2025 minutes under City Council Matters.

Moved by Council Member Grindall, second by Council Member Jorgens to approve the minutes with the revision. The motion passed, 5 AYES.

Mayor Hannon thanked Council Member Jorgens for chairing the last meeting.

Mayor Hannon announced that he would also adjourn the meeting in memory of Sandy Jett.

Mayor Hannon announced that he was a grandfather again.

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:55 p.m. in memory of retired Newark Police Officers: George Stoner and Isaac “Don” Skipper and Sandy Jett.

STAFF REPORT

Item D. 3.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Michael Coulom, Housing Policy and Programs Manager
SUBJECT	Adopt a Resolution Authorizing the City Manager to Execute the Annual CDBG Agreement with Alameda County for FY 2025-2026 and approving a budget appropriation

SUMMARY AND RECOMMENDATION

The City received a Fiscal Year 2025-2026 Community Development Block Grant (CDBG) award in the amount of $237,920. Of those funds, HUD requires that $48,894 be allocated to the Alameda County minor home repairs program. Staff recommends that the remainder of the balance, $189,026, be used for jurisdictional improvements. The jurisdictional improvement funds would be used on a variety of parks, such as Mirabeau Park, Civic Center Park, and Birch Grove Park. The improvements would include resurfacing a basketball court, improving park pathways to remove tripping hazards, and upgrading pathways to be ADA-compliant.

Staff recommends that the City Council, by resolution, authorize the City Manager to execute an agreement with Alameda County to participate in the Alameda County Urban County Community Development Block Grant (CDBG) Program for the Fiscal Year 2025-2026.

BACKGROUND

Each year the City of Newark receives funding under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. This grant provides funding for activities benefiting low- and moderate-income persons, including public works projects, planning studies, and housing rehabilitation and repair.

Newark's funds are disbursed through Alameda County. The County oversees Newark's use of the funds in order to ensure that all appropriate federal government requirements are met. This arrangement is established and governed each year by a pair of agreements, one between Alameda County and HUD, and one between the City and Alameda County. A copy of the agreement between the City and Alameda County is attached. By approving this resolution, the City Council will authorize the City Manager to execute the agreement between the City of Newark and Alameda County, thereby continuing the City's participation in the CDBG program.

DISCUSSION/ANALYSIS

The Community Development Advisory Committee (CDAC) met on May 14, 2025 to review the intended purpose of CDBG funds for the Jurisdiction Improvement Fiscal Year 2025-2026. At the time of the CDAC meeting, the exact amount of funding had not been determined by HUD yet. Staff used an estimated amount of $144,451 to develop funding recommendations for the CDAC's consideration. All five committee members who were present at the meeting voted to recommend that the City Council allocate the anticipated Jurisdiction Improvement Project funds to the Citywide ADA Compliance Improvements.

The Jurisdiction Improvement Project would address ADA compliance needs at City-owned parks, facilities, and parking lots as identified in the City's Disabled Access Transition Plan. The scope of work would include improvements to Mirabeau Park, Civic Center Park, and Birch Grove Park. The repairs would include pathway and sidewalk repairs and other exterior surface improvements. These improvements would provide accessibility benefits for the entire community.

The County would reserve $48,894 for administration of the Minor Home Repair program. The Alameda County Healthy Homes Program is responsible for administering the City's Minor Home Repairs allocation of CDBG dollars. The Program accepts applications from income-qualifying senior homeowners on a rolling basis as funds remain available. The Program provides homeowners with grants of up to three thousand dollars for minor home improvements, such as replacement of a water heater or minor plumbing work. The City advertises the program on its housing.newarkca.gov webpage, the Community Development Department's webpage, and via print and digital materials distributed via the Recreation and Community Services Department and Senior Center. As per reporting by the Alameda County Housing and Community Development Department, nine households received a minor home repair grant for the fiscal year July 1, 2024 through June 30, 2025, with one household on the waiting list. All grantees were very low-income households, making less than fifty percent of the area median income (up $55,000 for a one-person household, or $63,000 for a two-person household).

The exact amount of the HUD-approved grant amount was provided after the CDAC meeting. The final HUD-approved grant amount increased slightly and includes an additional $39,534 in Anticipated Program Income, for a total CDBG grant of $237,920.

FISCAL IMPACT

The proposed ADA improvements are not currently associated with a specific Capital Improvement Program (CIP) project number, and are therefore not reflected in the adopted FY 2024–2026 Biennial Budget and Capital Improvement Plan. A budget appropriation under the Housing and Community Development Fund (Fund 214) is requested to authorize expenditure of the awarded funds.

The project will be fully funded by Community Development Block Grant (CDBG) funds,

with no General Fund impact. Of the total FY 2025–2026 CDBG allocation of $237,920, $189,026 is designated for ADA-related capital improvements, including accessibility upgrades to park pathways and public facilities. The remaining $48,894 is allocated to the Alameda County Minor Home Repairs Program.

Upon approval, staff will assign an internal capital project code under Fund 214 for tracking and reporting purposes. All eligible costs will be reimbursed by Alameda County, subject to HUD requirements. CDBG funds may be expended through June 30, 2027, with potential extensions upon written County approval.

REVIEW AND APPROVAL

Prepared by - Michael Coulom, Housing Policy and Programs Manager
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment A - Resolution CDBG

Attachment B - DRAFT Annual Agreement

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALAMEDA COUNTY FOR PARTICIPATION IN THE ALAMEDA COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2025–2026 AND AUTHORIZING A BUDGET APPROPRIATION IN THE HOUSING & COMMUNITY DEVELOPMENT FUND

WHEREAS, the City of Newark is eligible for an entitlement of Community Development Block Grant funds (CDBG) based on its participation in the Alameda County Urban County; and

WHEREAS, the County has allocated $237,920 in CDBG to the City based on the City's participation in the Urban County; and

WHEREAS, the City anticipated an amount of $202,079 for the annual grant award and the contract amount is greater than expected by $35,841 and the funding amount will be adjusted for Jurisdictional Improvement projects as recommended by the CDAC; and

WHEREAS, the County retains $48,894 of the City's allocation providing for Minor Home Repair Program, which will be administered by the Alameda County Healthy Homes Department; and

WHEREAS, the City will retain the remaining $189,026 funds to use towards jurisdictional improvements and administrative costs; and

WHEREAS, the activities of the City under the Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; and

WHEREAS, the City's proposed projects are CDBG-eligible in accordance with HUD regulations and the conditions of the CDBG Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to execute an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for Fiscal Year 2025-2026 in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council authorizes a total appropriation of $237,920 in Community Development Block Grant (CDBG) funds to the Housing and Community Fund as follows:

FR:	214.90.092.920.4793	Federal Grants & Awards	$237,920

TO:	214.90.092.920.6221	Accessibility Upgrades	$237,920

Procurement Contract No.

AGREEMENT BY AND BETWEEN
CITY OF NEWARK
AND
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into the 1st day of July, 2025, by and between the County of Alameda a body corporate and politic of the State of California (hereinafter referred to as "County"), and the CITY OF NEWARK, a body corporate and politic of the State of California located in the County of Alameda (hereafter referred to as "City").

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974, said funds to be used for Community Development Block Grant Programs and its eligible activities; and

WHEREAS, the City is eligible for an entitlement of CDBG funds based on its participation in the Alameda County Urban County; and

WHEREAS, the County has allocated CDBG funds to the City based on the City's participation in the Urban County; and

WHEREAS, the activities of the City under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; and

WHEREAS, the parties desire that the County retain that portion of the City's allocation providing for Minor Home Repair Program, which will be administered by Alameda County Healthy Homes Department; and

WHEREAS, the Parties have reviewed City's proposed projects and have determined that the projects are CDBG-eligible projects in accordance with HUD regulations and the conditions of the CDBG Grant Agreement;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, COUNTY AND CITY DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK AND COMPENSATION

A. City shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and incorporated herein by reference.

B. The amount of fiscal year 2025 CDBG funds available to City to perform the work described in Exhibit A is *two hundred thirty-seven thousand, nine hundred twenty dollars* ($237,920). This includes *one hundred ninety-eight thousand, three*

hundred eighty-six dollars ($198,386) in FY25 Entitlement funds allocated to the City pursuant to this agreement, and *thirty-nine thousand, five hundred thirty-four dollars* ($39,534) in anticipated program income. Of this amount, the County will retain *forty-eight thousand, eight hundred ninety-four dollars* ($48,894) to reimburse the County for its services in providing minor home repair services set forth in Exhibit A. In the event that HUD reduces the Urban County CDBG allocation, the City's allocation will be reduced proportionately.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

A. This Agreement shall start on July 1, 2025, and ends on June 30, 2027, or until all fiscal year 2025 Urban County CDBG funds allocated to City are disbursed to and expended by City, or for the duration of any regulatory agreement or contract executed in conjunction with a project financed with fiscal year 2025 CDBG funds, or when all of the contract terms have been completed, whichever shall first occur.

B. It shall be the responsibility of the City to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the work to be performed under this Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the City and that such delay was due to causes beyond the control of the City, and if such extension will not cause the County to be out of compliance with CDBG rules and regulations for timely commitment and expenditure of funds.

C. Any time extension granted to the City to enable the City to complete the work shall not constitute a waiver of rights the County may have under this Agreement.

D. Should the City not complete the work by the scheduled date or by an extended date, granted by the County in writing, pursuant to previously stated conditions, the County shall be released from all conditions of this Agreement.

E. Upon completion of performance under this Agreement and a determination of final costs, City shall submit to the County a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.

F. As a part of this Agreement, City will provide the County with the Certificate(s) of Insurance as outlined in Exhibit B.

III. SUBCONTRACTS

A. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.

B. In the event subcontractor is a private non-profit or neighborhood-based non-profit

organization, or a local development or small business investment corporation, contractor is required to comply with the procurement procedures of the Office of Management and Budget (OMB) at Title 2 of the Code of Federal Regulations, Part 200 (2 CFR Part 200) (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.

C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement. Contractor shall inform County in writing of any subcontracts entered into with these funds, the amount, the scope of work, any other information the County may from time to time require.

IV. BUDGET

A. Any requested modification to the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the Alameda County Housing Director on behalf of the County. Any budget modifications require the prior written approval of Alameda County Housing Director on behalf of the County. Budget modifications shall not alter: 1) The basic scope of services (Exhibit A) required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and; 3) the total amount of the authorized budget of this Agreement (Exhibit A), subject to future amendments as approved by the Alameda County Housing Director. Any of the cost categories shown in the Agreement Budget, except administration, may be exceeded by ten percent of the indicated figure, provided that the total approved amount of allowable costs is not exceeded and stays under the 15% Urban County Public Services cap.

B. City's expenditure of FY25 funds will be monitored on a project-by-project basis, rather than by the Urban County as a whole. City projects that do not spend down funds in any single quarter must provide a written explanation to County as to why the project is stalled/delayed and when it is expected that the project will start to expend funds.

V. RECORDS AND REPORTS

A. All original documents prepared by City in connection with the work to be performed under this Agreement shall be the property of the County.

B. City's records shall be made available for review by the County prior to the release of funds. City shall be responsible for maintaining all records pertaining to this Agreement, including subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.

C. Records must be kept accurate and up-to-date. Failure of City to comply with this provision could result in termination of this Agreement or City's repayment of funds previously awarded under this Agreement.

VI. PROGRAM MONITORING AND EVALUATION

A. City shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD, and the effective and efficient achievement of the Program Objectives.

B. City shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make quarterly written reports to County.

1. The quarterly written reports shall be submitted in the format approved and distributed by the County.

2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.

C. The County shall have ultimate responsibility for project monitoring oversight and evaluation, to assist City in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.

D. The City shall follow audit requirements of the Single Audit Act and 2 CFR Part 200.

VII. AUDIT REPORT

A. In addition to the reporting requirements listed in Section VI (Program Reporting and Evaluation), the City shall commission an independent auditing firm to prepare and file with the City an annual audit report for each year during the term of this Agreement. The City's failure to submit the audit report may result in the termination of the Agreement.

B. The audit report is to be submitted to the County by March 30th of each year during the term of this Agreement. The audit report should state that an audit was made in accordance with the provisions of 2 CFR Part 200. The City will use the audit report to determine whether:

i. The financial statements of the City present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.

ii. The City has (i) an internal control structure to provide reasonable assurance that the City is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and

regulations that could have material impact in the City's financial statements.

iii. The City has complied with laws and regulations for the CDBG Program that may have a direct and material effect on the City's financial statements.

iv. The City shall also submit any internal control monitoring (or audit) conducted during the term of this Agreement to the County. The City shall require Providers with which the City contracts in connection with this Agreement to meet the same audit requirements set forth in this Section VI (D).

VIII. PROGRAM INCOME

A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200.

B. Program income received by City shall be returned to County for future application to City projects.

C. Program income from Urban County program activities undertaken by or within City which thereafter terminates its participation in the Urban County shall continue to be program income of the County. County may transfer the program income to City, upon its termination of Urban County participation, provided that City has become an entitlement grantee and agrees to use the program income in its own CDBG entitlement program.

IX. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. City shall comply with Uniform Administrative Requirements as described in Federal Regulations Section 570.502 as applicable to governmental entities.

B. City shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency (LEP) including developing a Language Access Plan.

X. RELIGIOUS ACTIVITY PROHIBITION

City may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded by this Agreement.

XI. REVERSION OF ASSETS

A. Upon the expiration of this Agreement, City shall transfer to County any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds.

B. Real property in excess of $25,000, obtained in whole or in part with CDBG funds must be used to meet one of the national objectives for a minimum of ten years after the expiration of this Agreement or disposed of in a manner that results in County being reimbursed at fair market value less value attributable to non-CDBG expenditures.

XII. OTHER PROGRAM REQUIREMENTS

A. City certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.612) and related to a) Non-discrimination, b) Fair Housing, c) Labor Standards, d) Environmental Standards, e) National Flood Insurance Program, f) Relocation and Acquisition, g) Employment and Contracting Opportunities, h) Lead-based paint, i) Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients, j) Uniform Administrative Requirements and Cost Principals, k) Conflict of Interest, and l) Displacement.

B. Activities and programs under this Agreement shall be governed by the policies and procedures of the Alameda County Urban County or as directed by the County as grantee in order to ensure that compliance with all applicable laws and regulations.

XIII. TERMINATION OF THIS AGREEMENT

County may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

A. Failure, for any reason, of City to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with City, State and Federal laws and regulations and applicable directives;

B. Failure to meet the performance standards contained in other sections of this Agreement;

C. Improper use or reporting of funds provided under this Agreement; and

D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.

E. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the City and County as follows:

City	**County**
City Manager	Housing Director
City of Newark	Alameda County HCD

37101 Newark Blvd	224 W. Winton Avenue, Room 108
Newark CA, 94560	Hayward, CA 94544

XIV. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, City shall hold harmless, defend and indemnify the County, its Board of Supervisors, officers, employees and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of City or County) or damage of any property (including property of City or County) which arises out of or is in any way connected with performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY OF NEWARK
Approved as to form:

By: _____
City Attorney

Date:_____

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

Date: _____

COUNTY OF ALAMEDA

By: _____
President, Board of Supervisors

Date:_____

Approved as to form:
Donna R. Ziegler, County Counsel

By: Signed by: Caitlyn M. Gulyas 648710A22864451... _____
Caitlyn M. Gulyas,
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

AGREEMENT BY AND BETWEEN
CITY OF NEWARK
AND
THE COUNTY OF ALAMEDA

EXHIBIT A

	Amount
03L – Sidewalks	
Improve Americans with Disabilities (ADA) parking accessibility, including basketball court resurfacing at Mayhews Landing Park, and pathway repairs at Birch Grove Park	$141,692
14A – Rehabilitation - Single Unit Residential	
Minor Home Repair Program that promotes the maintenance of homes for the benefit of low-income Alameda County residents. County will retain funds allocated by City for services to be performed by Alameda County Healthy Homes. Including $11,265.20 for project delivery costs.	$48,894
21A – Administration	
$7,800 to be used in ADA Curb Cut program	$7,800
TOTAL - CITY OF NEWARK	**$198,386**
*Anticipated Program Income**	**$39,534**
TOTAL CONTRACT AMOUNT	**$237,920**

**** Based on an estimate of prior years' program income received; only actual program income received will be available to the City for its Revolving Loan Fund (Housing Rehabilitation Programs).***

EXHIBIT A1
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
CITY OF NEWARK

CFDA number:
■□ CDBG 14.218

CFDA Title: Community Development Block Grants/Entitlement Funds

Name of Federal Agency: Housing and Community Development Department (HUD)

Subrecipient Unique Entity Identification: 021116418

Federal Award Date of award to HCD by HUD:

Federal Award Identification Number: B25-UC-06-0001

EXHIBIT **B**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the County, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** As required by State of California	WC: Statutory Limits EL: No less than $1,000,000 per accident for bodily injury or disease
D	**Endorsements and Conditions**:	

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

STAFF REPORT

Item D. 4.

DATE 09/11/2025

TO Honorable Mayor and City Council Members

FROM Vibha Deshmukh, Senior Civil Engineer

SUBJECT Notification of City Engineer's Pending Decision on the Final Map and Subdivision Improvement Agreement for Tract 8665 – Cedar Townhomes (Taylor Morrison of California, LLC) at 38600 Cedar Blvd

---

The City Council adopted Subdivision Ordinance No. 546 on November 9, 2023, replacing Title 16 "Subdivisions" of the City of Newark Municipal Code in its entirety. The ordinance was amended to authorize the City Engineer to take action on the final map because the approval of final maps is a non-discretionary matter and is based on the City Engineer's findings. In accordance with Chapter 16.24.080 of the City of Newark Municipal Code, the City Council shall receive notification of the City Engineer's pending approval of a final map.

This staff report serves to notify the City Council of the City Engineer's pending decision on the following Final Map, as required by the Ordinance:

Tract	Location	Developer	Number of Units/Lots	Vesting Tentative Tract Map Approval		Proposed City Engineer's Pending Decision on Final Map
				Approved by	Approval Date	
8665	38600 Cedar Boulevard (APNs: 92A-2585-12-1, 92A-2585-31)	Waymark Development LLC	76-Unit Townhome Development	City Council	September 14,2023	Approve Final Map

The City Council adopted Resolution No. 11561 approving DR2022-011, and MUP2022-026, a Design Review, Minor Use Permit and Vesting Tentative Map for this residential development on September 14, 2023. The proposed development is located on the northeast side of Cedar Boulevard on between Alameda County Flood Control channel and the EZ8 motel. The developer has prepared a final map, Tract 8665 for condominium purposes. The project includes 76-units townhouse development on a 3.72-acre site. The final map for Tract 8665 - Cedar Townhome (Taylor Morrison of California, LLC) has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8665 and the conditions of approval. The

developer, Taylor Morrison of California, LLC, has executed a subdivision improvement agreement and has posted a Performance Bond and Materials Bond in the amount of $6,095,000.00 each, to guarantee the construction of the public and private improvements. The final map and the subdivision improvement agreement are now ready for the City Engineer's approval. The recording of the final map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Attachments

Tract Map 8665

Resolution No. 11561

TRACT 8665
CEDAR TOWNHOMES

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM PURPOSES, CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF PARCELS 1, 2 & 3 AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOC. NO. 2024031419, ALAMEDA COUNTY RECORDS

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

AUGUST 2025

OWNER'S STATEMENT

WE, THE UNDERSIGNED, TAYLOR MORRISON OF CALIFORNIA, LLC, DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE EMBODIED MAP ENTITLED "TRACT 8665, CEDAR TOWNHOMES", CONSISTING OF FIVE (5) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT GRANT DEED RECORDED MARCH 1, 2024 AS DOCUMENT NUMBER 2024031419; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES:

THE AREA DELINEATED AS CEDAR BOULEVARD DEDICATION.

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION AS EASEMENTS FOR PUBLIC PURPOSES:

1. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.

2. THE AREAS OVER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

3. THE AREAS OVER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SSE" (PUBLIC SANITARY SEWER EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE SANITARY SEWER STRUCTURES AND APPURTENANCES THERETO; SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT SANITARY SEWER SYSTEMS AND APPURTENANCES.

4. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "WLE" (PUBLIC WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINES STRUCTURES AND APPURTENANCES THERETO; SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT WATER LINE SYSTEMS AND APPURTENANCES THERETO

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE PURPOSES AND IS NOT DEDICATED TO THE PUBLIC:

WE HEREBY RESERVE THE AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8665.

WE HEREBY RESERVE THE AREAS DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE PURPOSE OF PRIVATE STORM DRAINAGE FACILITIES AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8665.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 0192-598665MAP DATED JULY 18, 2025, PREPARED BY FIRST AMERICAN TITLE COMPANY.

AS OWNER: TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME(PRINT): Jennifer Skillings

TITLE: Vice President

DATE: 8/25/25

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California } SS.
COUNTY OF Contra Costa }

ON August 25, 2025, BEFORE ME, Christopher Quibol, A NOTARY PUBLIC, PERSONALLY APPEARED Jennifer T. Skillings, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): Christopher Quibol

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

MY COMMISSION NUMBER: #2390327

MY COMMISSION EXPIRES: January 11, 2026

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 2025, AT _____M.
IN BOOK _____OF MAPS, AT PAGES_____, UNDER SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE: _____ PD.

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

JOB NO. 2531-020

TRACT 8665
CEDAR TOWNHOMES

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM PURPOSES, CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF PARCELS 1, 2 & 3 AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOC. NO. 2024031419, ALAMEDA COUNTY RECORDS

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

AUGUST 2025

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC, ON MARCH 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2027 , AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE GROSS AREA WITHIN THE TRACT IS 3.72 ACRES, MORE OR LESS.

8/25/2025
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

SOILS REPORT

A GEOTECHNICAL REPORT WAS PREPARED BY STEVENS, FERRONE & BAILEY, DATED JANUARY 11, 2024, SFB PROJECT NO. 168-110, SIGNED BY TAIMING CHEN AND KENNETH C. FERRONE HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY ENGINEER'S STATEMENT

I, MIKI TSUBOTA, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8665, CEDAR TOWNHOMES", CONSISTING OF FIVE (5) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH AND ALSO ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, SUBJECT TO IMPROVEMENT, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP. I ALSO HEREBY STATE, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 66434(G) OF THE SUBDIVISION MAP ACT, DID ACCEPT THE ABANDONMENT OF THE EASEMENTS LISTED ON SHEET 3 OF THIS MAP.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2025.

_____ _____
MIKI TSUBOTA, RCE 61648 DATE
REGISTRATION EXPIRES: JUNE 30, 2027
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
MIKI TSUBOTA
61648
CIVIL
STATE OF CALIFORNIA

ACTING CITY SURVEYOR STATEMENT

I, FRANCIS J KENNEDY, ACTING CITY SURVEYOR FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8665, CEDAR TOWNHOMES", CONSISTING OF FIVE (5) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2025.

_____ _____
FRANCIS J KENNEDY, RCE 21771 DATE
REGISTRATION EXPIRES: SEPTEMBER 30, 2025
ACTING CITY SURVEYOR FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
FRANCIS J. KENNEDY
No. 21771
CIVIL
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20_____.

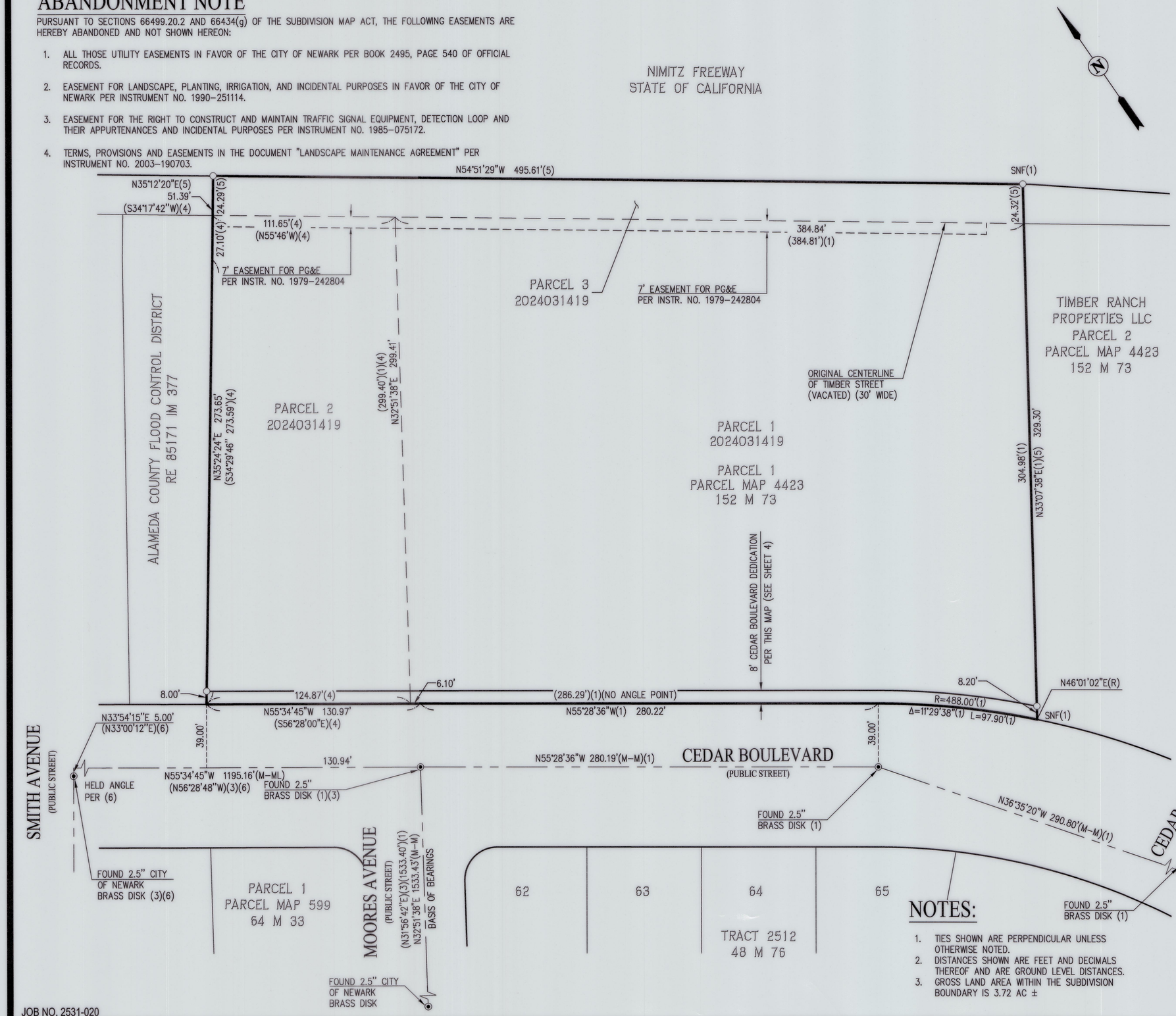
_____
ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66499.20.2 AND 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED AND NOT SHOWN HEREON:

1. ALL THOSE UTILITY EASEMENTS IN FAVOR OF THE CITY OF NEWARK PER BOOK 2495, PAGE 540 OF OFFICIAL RECORDS.
2. EASEMENT FOR LANDSCAPE, PLANTING, IRRIGATION, AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF NEWARK PER INSTRUMENT NO. 1990–251114.
3. EASEMENT FOR THE RIGHT TO CONSTRUCT AND MAINTAIN TRAFFIC SIGNAL EQUIPMENT, DETECTION LOOP AND THEIR APPURTENANCES AND INCIDENTAL PURPOSES PER INSTRUMENT NO. 1985–075172.
4. TERMS, PROVISIONS AND EASEMENTS IN THE DOCUMENT "LANDSCAPE MAINTENANCE AGREEMENT" PER INSTRUMENT NO. 2003–190703.



TRACT 8665
CEDAR TOWNHOMES

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM PURPOSES, CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF PARCELS 1, 2 & 3 AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOC. NO. 2024031419, ALAMEDA COUNTY RECORDS

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 40' AUGUST 2025

40' 0' 20' 40' 80' 160'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF MOORES AVENUE, THE BEARING BEING N32°51'38"E AS SHOWN ON PARCEL MAP 4423 (152 M 73).

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
— — — — —	EXISTING INTERIOR LOT LINE
- - - - - - - - -	EASEMENT LINE
——— — — ———	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–ML)	MONUMENT TO MONUMENT LINE
◉	FOUND STANDARD STREET MONUMENT
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
WLE	PUBLIC WATERLINE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
SNF	SEARCHED, NOT FOUND

NOTES:

1. TIES SHOWN ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
3. GROSS LAND AREA WITHIN THE SUBDIVISION BOUNDARY IS 3.72 AC ±

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP 4423 (152 M 73)
(2) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF NEWARK (26 M 37)
(3) TRACT 5278 (148 M 67)
(4) GRANT DEED 2022101418
(5) GRANT DEED 2024009874
(6) PARCEL MAP 7735 (262 M 25)

TRACT 8665
CEDAR TOWNHOMES

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM PURPOSES, CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF PARCELS 1, 2 & 3 AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOC. NO. 2024031419, ALAMEDA COUNTY RECORDS

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 30' AUGUST 2025

30' 0' 15' 30' 60' 120'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF MOORES AVENUE, THE BEARING BEING N32°51'38"E AS SHOWN ON PARCEL MAP 4423 (152 M 73).

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
— — —	EXISTING INTERIOR LOT LINE
- - -	EASEMENT LINE
——— — ———	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–ML)	MONUMENT TO MONUMENT LINE
◉	FOUND STANDARD STREET MONUMENT
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
WLE	PUBLIC WATERLINE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
SNF	SEARCHED, NOT FOUND

NOTES:

1. SEE SHEET 5 FOR DETAILS AND LABEL TABLES

NIMITZ FREEWAY
STATE OF CALIFORNIA

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
RE 85171 IM 377

TIMBER RANCH PROPERTIES LLC
PARCEL 2 PARCEL MAP 4423
152 M 73

LOT 1
3.44 AC ±

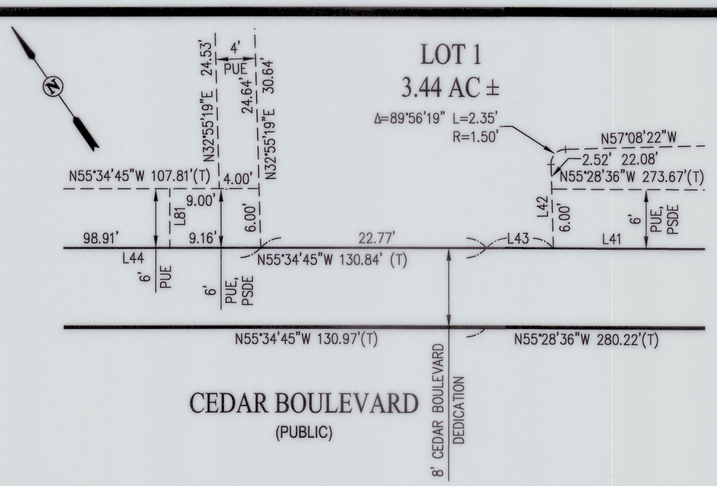
DIANTHUS COURT (PRIVATE)
CELOSIA COURT (PRIVATE)
ORCHID COURT (PRIVATE)
LONICERA COURT (PRIVATE)
SPIREA COURT (PRIVATE)
CALLA LILY WAY (PRIVATE)
BRUNIA COURT (PRIVATE)
SORBARIA COURT (PRIVATE)
HAKEA COURT (PRIVATE)
WESTERLAND STREET (PRIVATE)
CEDAR BOULEVARD (PUBLIC)

EX 7' EASEMENT FOR PG&E PER 1979-242804

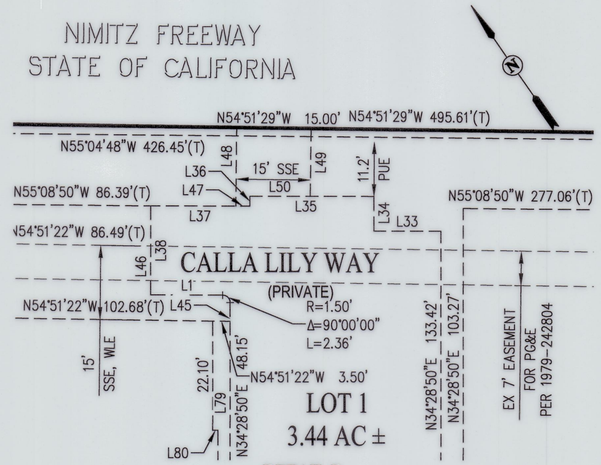
8' CEDAR BOULEVARD DEDICATION

4,071 SF±

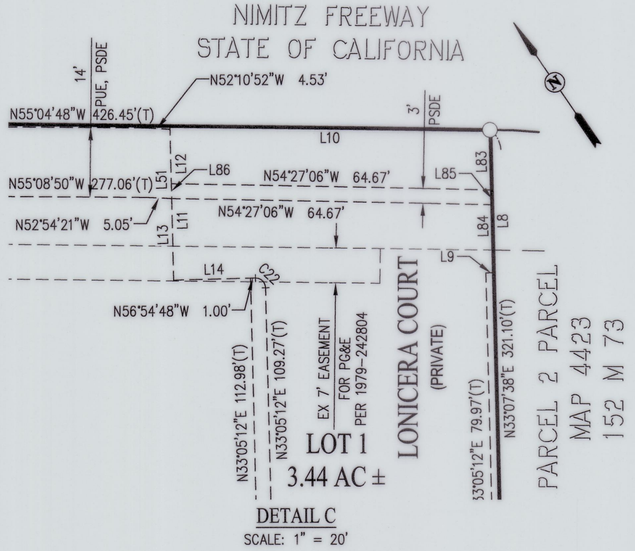
SEE DETAIL A SHEET 5
SEE DETAIL B SHEET 5
SEE DETAIL C SHEET 5
SEE DETAIL D SHEET 5



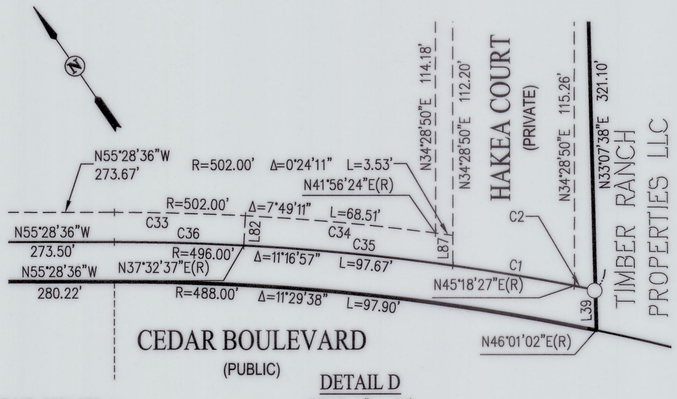
DETAIL A
SCALE: 1"= 10'



DETAIL B
SCALE: 1" = 20'



DETAIL C
SCALE: 1" = 20'



DETAIL D
SCALE: 1" = 20'

LINE TABLE		
NO	BEARING	LENGTH
L1	N55°31'10"W	14.50'
L2	N32°51'38"E	22.75'
L3	N02°33'14"E	10.60'
L4	N55°31'10"W	21.31'
L5	N66°24'10"E	10.60'
L6	N55°31'10"W	0.79'
L7	N34°28'50"E	12.00'
L8	N33°07'38"E	28.86'
L9	S56°52'22"E	1.60'
L10	N54°51'29"W	64.67'
L11	N33°05'12"E	16.50'
L12	N33°05'12"E	13.96'
L13	N33°05'12"E	31.15'
L14	N56°54'48"W	16.50'
L15	N55°31'10"W	16.00'
L16	N34°28'50"E	10.00'
L17	N55°31'10"W	17.50'
L18	N34°28'50"E	2.00'
L19	N55°31'10"W	25.00'
L20	N34°28'50"E	2.00'
L21	N55°31'10"W	17.50'
L22	N34°28'50"E	10.00'
L23	N55°31'10"W	16.00'
L24	N55°31'10"W	16.00'
L25	N34°28'50"E	10.00'
L26	N55°31'10"W	17.50'
L27	N34°28'50"E	2.00'
L28	N55°31'10"W	25.00'
L29	N34°28'50"E	2.00'
L30	N55°31'10"W	17.50'

LINE TABLE		
NO	BEARING	LENGTH
L31	N34°28'50"E	10.00'
L32	N55°31'10"W	16.00'
L33	N55°31'10"W	13.50'
L34	N34°28'50"E	7.00'
L35	N55°31'10"W	25.00'
L36	N34°28'50"E	2.00'
L37	N55°31'10"W	20.00'
L38	N34°28'50"E	18.00'
L39	N33°07'38"E	8.20'
L40	N35°24'24"E	8.00'
L41	N55°28'36"W	273.50'
L42	N32°53'42"E	8.52'
L43	N55°28'36"W	6.74'
L44	N55°34'45"W	108.07'
L45	N34°28'50"E	3.80'
L46	N34°28'50"E	9.89'
L47	N55°31'10"W	2.85'
L48	N35°08'38"E	15.99'
L49	N35°08'38"E	13.81'
L50	N55°31'10"W	12.18'
L51	N33°05'12"E	9.50'
L52	N55°31'10"W	17.79'
L53	N34°28'50"E	25.01'
L54	N32°55'19"E	30.64'
L55	N55°31'10"W	1.56'
L56	N38°14'13"W	13.75'
L57	N34°59'57"E	10.00'
L58	N38°14'13"W	15.39'
L59	N34°28'50"E	10.47'
L60	N40°35'23"W	54.85'

LINE TABLE		
NO	BEARING	LENGTH
L61	N55°31'10"W	49.06'
L62	N34°28'50"E	0.96'
L63	N55°31'10"W	39.40'
L64	N55°31'10"W	1.00'
L65	N55°31'10"W	1.00'
L66	N55°31'10"W	3.83'
L67	N34°28'50"E	2.93'
L68	N34°28'50"E	0.96'
L69	N34°28'50"E	6.98'
L70	N35°04'18"E	3.00'
L71	N55°31'10"W	1.00'
L72	N55°31'10"W	1.00'
L73	N54°54'00"W	2.71'
L74	N35°06'00"E	1.75'
L75	N34°28'50"E	12.33'
L76	N34°28'50"E	8.12'
L77	N33°05'12"E	5.54'
L78	N56°54'37"W	30.26'
L79	N34°28'50"E	44.35'
L80	N55°31'09"W	1.04'
L81	N34°25'15"E	6.00'
L82	N37°32'37"E	6.00'
L83	N33°07'38"E	12.11'
L84	N33°07'38"E	13.76'
L85	N33°07'38"E	3.00'
L86	N33°05'12"E	3.00'
L87	N34°28'50"E	6.06'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	496.00'	2°52'08"	24.84'
C2	496.00'	0°29'54"	4.31'
C3	27.50'	90°00'00"	43.20'
C4	5.00'	90°00'00"	7.85'
C5	5.00'	90°00'00"	7.85'
C6	5.00'	90°00'00"	7.85'
C7	5.00'	90°00'00"	7.85'
C8	5.00'	17°27'27"	1.52'
C9	5.00'	17°27'27"	1.52'
C10	5.00'	90°00'00"	7.85'
C11	5.00'	90°00'00"	7.85'
C12	21.50'	21°50'41"	8.20'
C13	5.00'	90°00'00"	7.85'
C14	2.00'	90°00'00"	3.14'
C15	2.00'	90°00'00"	3.14'
C16	5.00'	90°00'00"	7.85'
C17	5.00'	90°00'00"	7.85'
C18	2.00'	90°00'00"	3.14'
C19	2.00'	90°00'00"	3.14'
C20	5.00'	90°00'00"	7.85'
C21	10.00'	91°23'38"	15.95'
C22	2.00'	90°00'00"	3.14'
C23	316.50'	1°33'31"	8.61'
C24	2.00'	90°00'00"	3.14'
C25	1.50'	90°00'00"	2.36'
C26	1.50'	90°00'00"	2.36'
C27	2.00'	90°00'00"	3.14'
C28	2.00'	90°00'00"	3.14'
C29	2.00'	90°00'00"	3.14'
C30	2.00'	90°00'00"	3.14'
C31	2.00'	90°00'00"	3.14'
C32	2.00'	90°00'00"	3.14'
C33	502.00'	3°01'13"	26.46'
C34	502.00'	4°23'47"	38.52'
C35	496.00'	4°53'42"	42.37'
C36	496.00'	3°01'13"	26.15'

TRACT 8665
CEDAR TOWNHOMES

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM PURPOSES, CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF PARCELS 1, 2 & 3 AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOC. NO. 2024031419, ALAMEDA COUNTY RECORDS

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 30' AUGUST 2025
30' 0' 15' 30' 60' 120'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE OF MOORES AVENUE, THE BEARING BEING N32°51'38"E AS SHOWN ON PARCEL MAP 4423 (152 M 73).

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
— — — — —	EXISTING INTERIOR LOT LINE
- - - - - -	EASEMENT LINE
——— — — ———	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–ML)	MONUMENT TO MONUMENT LINE
◉	FOUND STANDARD STREET MONUMENT
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
WLE	PUBLIC WATERLINE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
SNF	SEARCHED, NOT FOUND

JOB NO. 2531-020

RESOLUTION NO. 11561

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK FINDING THE PROJECT EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW PURSUANT TO CEQA AND APPROVING DR2022-011 AND MUP2022-026, A DESIGN REVIEW, MINOR USE PERMIT, AND VESTING TENTATIVE MAP FOR A 76-UNIT RESIDENTIAL DEVELOPMENT LOCATED AT 38600 CEDAR BOULEVARD (APNS 92A-2585-12-1, 92A-2585-31)

WHEREAS, Waymark Development LLC (the "Applicant"), has filed with the City of Newark an application for a Design Review, Minor Use Permit, and Vesting Tentative Map to construct a 76-unit townhouse development on a 3.72-acre site located at 38600 Cedar Boulevard (APNs 92A-2585-12-1, 92A-2585-31) (the "Property") (the "Project" as illustrated in **Exhibit C**); and

WHEREAS, the Applicant proposes to demolish the commercial buildings and site improvements; and

WHEREAS, the Property includes portions of excess City right-of-way and a street remnant of Timber Street (formerly Cedar Road) (the "City Property") located between the two parcels and Interstate 880 ("I-880"), totaling approximately 12,054 square feet. On February 23, 2023, the City Council authorized the City Manager to execute a Purchase Sale Agreement (the "PSA") with the property owner to complete the sale and conveyance of the City property, at fair market value, to be incorporated into the Project. The PSA requires that the purchase of the City property be completed within 120 days after the City Council's approval of the Project, or such earlier date as mutually agreed upon by the City and property owner; and

WHEREAS, the Applicant seeks Design Review approval, which pursuant to Newark Municipal Code ("NMC") Section 17.34.020 is required for all projects that require a permit for new construction, reconstruction, rehabilitation, alteration, or other improvements to the exterior of a structure, site, or a parking area; and

WHEREAS, the Applicant seeks a Minor Use Permit ("MUP") for a proposed sound wall of up to 18 feet tall along the rear property line that will wrap around the side property lines, stepping down from a height of 18 to 8 feet from the rear to the front of the property, which pursuant to NMC Section 17.17.040, requires an MUP to allow a wall height greater than six feet; and

WHEREAS, the Applicant seeks an MUP for a proposed building height of 37 feet, which pursuant to NMC Section 17.07.030, requires an MUP for building heights over 35 feet in the Residential Medium Density zoning district; and

WHEREAS, the Applicant seeks approval of Vesting Tentative Tract Map 8665 pursuant to California Government Code Section 66474 to allow for the construction of the Project. Vesting

Tentative Tract Map 8665 includes the merger of the two existing parcels and City property (approximately 12,054 square feet) into one 3.72-acre common lot and 75 condominium units. Vesting Tentative Tract Map 8665 includes easements for emergency vehicle access, public access, public utilities, sanitary sewer, and water lines and an 8-foot-wide right-of-way dedication for Cedar Boulevard at the front of the Project site; and

WHEREAS, a CEQA analysis was prepared as set forth in **Exhibit D** to evaluate the environmental impacts of the Project in accordance with the California Environmental Quality Act (the "CEQA") Guidelines. With implementation of the applicable mitigation measures identified in the Final Environmental Impact Report (the "FEIR") for the 2013 General Plan and conditions of approval as set forth in **Exhibit B**, the CEQA analysis determined and demonstrated that the Project is exempt from further environmental review pursuant to CEQA Guidelines Sections 15168 and 15183 and California Public Resources Code Section 21083.3 because the level of development proposed is within the development assumptions analyzed in the FEIR and the Project is consistent with the General Plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 25, 2023, and after fully considering the Project, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing, recommended City Council approval of the Project; and

WHEREAS, pursuant to NMC Sections 17.31.060 and 17.35.050, a public hearing notice was published in The Tri-City Voice on August 29, 2023 and mailed as required for a public hearing before the City Council at, or after, 7:00 p.m. on September 14, 2023; and

WHEREAS, the City Council held a duly noticed public hearing on September 14, 2023, and after fully considering the Project, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing; and

WHEREAS, the City Council finds that the staff report, exemptions from CEQA, and standards for approval reflect the City's independent judgement and analysis of the Project; and

WHEREAS, the City Council finds that the Project conforms with the City's General Plan and Zoning Code for which are incorporated herein by reference and are available for review at City Hall during normal business hours and on the City's website; and

WHEREAS, the City Council finds that the Project satisfies the requisite findings of fact necessary for approval as further explained in the staff report and the findings of fact associated with this Resolution, as identified in **Exhibit A**.

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

Section 1. That the forgoing recitals are true and correct and made part of this Resolution.

Section 2. That the Project is exempt from further environmental review pursuant to CEQA Guidelines Sections 15168 and 15183 and California Public Resources Code Section 21083.3

because the level of development proposed is within the development assumptions analyzed in the FEIR and the Project is consistent with the General Plan.

Section 2. That the City Council hereby makes the necessary findings and determinations required by the NMC to approve a Design Review, Minor Use Permit, and Vesting Tentative Map for the Project, as further explained in the staff report and findings of fact for approval as set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

Section 3. Based on the findings and determinations, the City Council hereby approves DR2022-011 and MUP2022-026 for a Design Review, Minor Use Permit, and Vesting Tentative Map for a 76-unit townhouse development on a 3.72-acre site located at 38600 Cedar Boulevard (APNs 92A-2585-12-1, 92A-2585-31), subject to the Conditions of Approval, as further set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on September 14, 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 Bucci, Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon
NOES:	None
ABSENT:	None
SECONDED:	Vice Mayor Collazo

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

KATHLEEN SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments

Exhibit A – Findings of Fact

Exhibit B – Conditions of Approval

Exhibit C – Project Plans

Exhibit D – CEQA Analysis

STAFF REPORT

Item D. 5.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Report on administrative actions during August recess

---

At the December 12, 2024, meeting the City Council adopted Resolution No. 11577 authorizing the City Manager, or Acting City Manager, to act on certain administrative matters which should not be deferred until the next regularly scheduled meeting of the City Council. The City Council directed the City Manager to report to the City Council after the recess on all such actions.

It is recommended that the City Council, by motion, affirm the City Manager's, or Acting City Managers, action on the matters listed in Exhibit A.

Attachments

Exhibit A

August recess items

Exhibit A

Date	Subject	Contract Number (if applicable)
08/06/25	All City Management Services – crossing guards	C25044
08/26/25	Acceptance of an agreement with Mike York Investigations for FY2025/2026, FY2026-2027, and FY2027-2028	
08/27/25	Acceptance of an agreement with Sun Ridge Systems for software support services for FY2025/2026, FY2026-2027, and FY2027-2028	
08/27/25	Acceptance of an agreement with Peregrine Technologies, Inc. For FY2025-2026	

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: August 5, 2025

TO: David Benoun, City Manager

CC: Krysten Lee, Finance Director

VIA: Jonathan Arguello, Chief of Police

FROM: Kamini Kumar, Management Analyst II

SUBJECT: All City Management Services (ACMS) Agreement

The City of Newark has maintained an agreement with All City Management Services, Inc. (ACMS) to provide school crossing guard services at Newark Unified School District (NUSD) schools since August 2011. In 2023, the Police Department issued a public Request for Proposals (RFP) for crossing guard services and received a single proposal from ACMS. Following the evaluation process, ACMS was selected to continue providing crossing guard services for NUSD. Under the agreement, ACMS is responsible for delivering complete day-to-day crossing guard coverage for 180 school days each year.

The following NUSD schools receive crossing guard services:

1. Birch Grove Primary Elementary School – Smith Ave / Jacaranda Dr.
2. Birch Grove Intermediate Elementary School – Central Ave / Birch St.
3. Coyote Hills Elementary School – Cherry St. / Fountain Ave.
4. Kennedy Elementary School – Chapman Dr. / Blackburn Dr.
5. Lincoln Elementary School – Bettencourt St.
6. Schilling Elementary School – Thornton Ave / Spruce St.
7. Newark Junior High School (2 crossing guards) – Lafayette Ave. / Christine St. and Lafayette Ave. / Barnard St. The second crossing guard at NJHS also serves as a reserve to backfill at other schools in the event of an unexpected absence or scheduled vacancy.

On July 13, 2023, the City Council approved an agreement with ACMS to extend school crossing guard services through June 30, 2024. For the 2023–2024 school year, the agreement commenced on August 9, 2023, and concluded on June 30, 2024. For the 2024–2025 school year, the agreement commenced on August 1, 2024, and concluded on June 30, 2025. The 2025–2026 school year agreement will commence on August 5, 2025, and conclude on June 30, 2026.

For the 2025–2026 school year, ACMS's crossing guard hourly rate is $38.37, representing a 3% increase from the 2024–2025 school year rate of $37.24. The projected and not-to-exceed amount listed in the service agreement to provide school crossing guard services this school year is $165,758.40, payable bi-weekly based on a rate of $38.37 per hour, per crossing guard (8 total), with an option to extend beyond the end of the term at an amount mutually agreed upon by the City of Newark and ACMS. This represents an increase of $4,881.40 from the 2024–2025 agreement, which had a not-to-exceed amount of $160,877.00.

Funding for ACMS crossing guard services was previously approved by the City Council as part of the FY 2024–2026 Biennial Budget and Capital Improvement Plan, with a total allocation of $335,000. In FY 2024–2025, $159,887.71 was expended. The remaining budget is sufficient to cover services for FY 2025–2026.

For FY 2025–2026, $165,758.40 has been budgeted to continue providing crossing guard services to the Newark Unified School District.

110.30.030.301.6221 – Crossing Guard Services – $170,000

RECOMMENDATION
Staff recommends the City Manager sign the All City Management Services (ACMS) Agreement for the fiscal year 2025-2026. Pursuant to Newark Resolution No. 11719, adopted December 12, 2024, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2025, I, David J. Benoun, hereby authorize the acceptance of an agreement with All City Management Services (ACMS) for fiscal year 2025-2026.

David J. Benoun, City Manager

By

8-6-25

Date

August 5, 2025

Jonathan Arguello
Chief of Police
City of Newark – Police Department
37077 Newark Blvd.
Newark, CA 94560

Dear Chief Arguello,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2025-2026 school year.

As you may know, hiring challenges have impacted all sectors of the labor market across the nation. Recently the United States Chamber of Commerce has published an article "Understanding America's Labor Shortage", which illustrates how thousands of jobs are published each month and yet a significant number of positions still remain unfilled. Essentially, labor force participations rates have still not returned to pre-COVID levels. This situation leads to heightened competition among businesses as they vie for the limited pool of available talent.

ACMS has experienced these same challenges and in many cases, we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly rate for the upcoming 2025-2026 school year. To facilitate the calculation of the 2025-2026 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program and we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2025 - 2026

Department: **1009001**

Billing Rate for 2025 - 2026: $ **38.37**

City of Newark
37077 Newark Boulevard
Newark, CA 94560

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		24		180		$38.37	=	$165,758.40
8	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS **4320** **TOTAL ANNUAL PROJECTED COST** **$165,758.40**

C25044

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 5, 2025 and is between the CITY OF NEWARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around August 1, 2025 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City weekly as to personnel ready to deploy. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by the City of Newark.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws and codes of the State of California and the City of Newark.

7. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Newark in which the Services (as defined below) are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

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

A. Verification of Coverage.

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

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

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

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

G. Remedies.

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

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

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

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this Section 10 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

11. **REPORTING DAMAGES.** If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Contractor shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Contractor's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City (such approval not to be unreasonably withheld or conditioned) immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part

by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs arising from the representation of such independent defense counsel.

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

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

13. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

14. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

15. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-eight Dollars and Thirty-seven Cents **($38.37)** per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites and upon a projected (4,320) hours of service the cost shall not exceed One Hundred Sixty-five Thousand, Seven Hundred Fifty-eight Dollars, and Forty Cents ($165,758.40) per year, unless Contractor fails to perform service.

16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

17. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt. In no event shall the "not to exceed" amount of this Agreement exceed One Hundred Sixty-five Thousand, Seven Hundred Fifty-eight Dollars, and Forty Cents ($165,758.40) per year unless amended pursuant to the terms of this Agreement.

18. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and

signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

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

CITY

City of Newark

By _____
Signature

DAVID S. BENOWN
Print Name and Title
City Manager

Date 8-6-25

CONTRACTOR

All City Management Services, Inc.

By _____
B. Brooks, Chief Operating Officer

Date August 5, 2025

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: August 18, 2025

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Chief of Police

FROM: Kamini Kumar, Management Analyst II

SUBJECT: Mike Yorks Investigations Agreement

The City of Newark Police Department is committed to maintaining staffing levels necessary to ensure the delivery of high-quality public safety services to the community. To support this goal, the department prioritizes recruitment efforts aimed at attracting highly qualified candidates.

BACKGROUND

California state regulations require that every peace officer candidate undergo a comprehensive background investigation to verify good moral character and ensure there is no history of behavior indicative of unsuitability to perform the duties of a peace officer. This includes identifying any acts that would require denial of employment under the California Law Enforcement Accountability Reform (CLEAR) Act.

California regulations require that the following dimensions be evaluated during a peace officer background investigation:

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

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

In addition, background investigators are required to examine the following:

- Age verification
- Criminal and other qualification records checks (local, state, and national)
- Driving record check
- Education verification
- Employment history checks
- Relatives / personal references checks
- Dissolution of marriage check
- Neighborhood checks
- Military history check
- Credit records check
- Social media check

Upon completion of these investigative steps, the background investigator must prepare a detailed narrative report summarizing the results. This report must provide sufficient information for the reviewing authority to determine whether a conditional offer of employment should be extended. The report must reference the Background Investigation Dimensions and identify any behaviors, traits, or attributes that may be relevant to bias, in accordance with the Bias Assessment Framework, as outlined in California Code of Regulations §1953(g)(1).

DISCUSSION

In 2016, the Police Department entered into a contract with Mike Yorks Investigations to perform thorough, accurate, and objective pre-employment background investigations of police department employee candidates, consistent with POST standards. Since that time, Mike Yorks Investigations has been utilized to complete all required background

investigations for police department personnel.

On July 1, 2024, the City approved an agreement extending background investigation services with Mike Yorks Investigations through June 30, 2025.

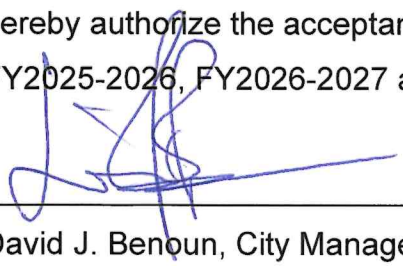
Funding for this service agreement, in the amount of $100,000 per fiscal year, has been budgeted for FY2025–2026, FY2026–2027, and FY2027–2028. The agreement specifies a Not-to-Exceed (NTE) amount of $100,000 annually.

110.30.031.310.6220 – Mike Yorks Investigations – $100,000

RECOMMENDATION

Staff recommend the City Manager sign the Mike Yorks Investigations Agreement for the FY 2025-2026, FY2026-2027 and FY2027-2028.

Pursuant to Newark Resolution No. 11719, adopted December 12, 2024, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2025, I, David J. Benoun, hereby authorize the acceptance of an agreement with Mike Yorks Investigations for FY2025-2026, FY2026-2027 and FY2027-2028.



David J. Benoun, City Manager

8-26-25

By

Date

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: August 26, 2025

TO: David Benoun, City Manager

CC: Krysten Lee, Finance Director

VIA: Jonathan Arguello, Chief of Police

FROM: Kamini Kumar, Management Analyst II

SUBJECT: Sun Ridge Systems Software Support Services Agreement

---

On May 23, 2013, the City Council authorized a contract with Sun Ridge Systems, Inc. for the provision and implementation of a Computer-Aided Dispatch and Records Management System (CAD/RMS), including mobile software solutions for the Police Department. The agreement also encompassed a software support services component to ensure continued maintenance and operational reliability for the duration of the system's lifecycle. The current annual support agreement is effective from August 29, 2025, through August 28, 2028, and provides comprehensive support for all Sun Ridge Systems, Inc., public safety software currently utilized by the City.

By securing a three-year agreement with Sun Ridge Systems, the City will successfully lock in pricing within an increasingly volatile market. This long-term commitment provides stability and predictability for budgeting while ensuring uninterrupted support for our public safety software systems. The agreement reflects only modest year-over-year increases, with a 5.8% adjustment from Fiscal Year 2025/2026 to 2026/2027 and a 6.2% adjustment from Fiscal Year 2026/2027 to 2027/2028. These measured increases demonstrate a balanced approach that safeguards the City from unpredictable cost escalations while maintaining essential service continuity.

RECOMMENDATION

Staff recommend that the City Manager be authorized to execute the software support services agreement with Sun Ridge Systems, Inc. for an additional three-year term, covering Fiscal Years 2025/2026, 2026/2027, and 2027/2028, to ensure uninterrupted support and

maintenance of the City's public safety software systems.

Pursuant to Newark Resolution No. 11719, adopted December 12, 2024, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2025, I, David J. Benoun, hereby authorize the acceptance of an agreement with Sun Ridge Systems for software support services for Fiscal Years 2025/2026, 2026/2027 and 2027/2028.



David J. Benoun, City Manager

By

8-27-25

Date

Sun Ridge Systems, Inc.

To: Lieutenant Brian Simon, Newark Police Department

From: Tamera Melrose

Subject: Quotation for RIMS- Annual Support and Update Fees - revised

Date: August 25, 2025

The following is a quotation for three years of RIMS Annual Support and Update fees for the period of August 29, 2025, to August 28, 2028.

Item	FY 25-26	FY 26-27	FY 27-28
RIMS Annual Support and Updates – Computer Aided Dispatch (CAD)	$19,792	$20,782	$22,029
RIMS Annual Support and Updates – Records Management Software (RMS)	$19,163	$20,256	$21,606
RIMS Annual Support and Updates – Mobile Software	$9,657	$10,236	$10,850
RIMS Annual Support and Updates – E-911 Software	$2,171	$2,279	$2,416
RIMS Annual Support and Updates – State Link Software	$2,960	$3,108	$3,294
RIMS Annual Support and Updates – In-Station (CAD) Mapping	$4,958	$5,255	$5,570
RIMS Annual Support and Updates – Property Room Software	$2,618	$2,749	$2,914
RIMS Annual Support and Updates – Mugshot/Digital Imaging	$2,369	$2,487	$2,636
RIMS Annual Support and Updates – Collaborate Data Sharing Software	$1,578	$1,657	$1,756
RIMS Annual Support and Updates – CopLink/CrimeTracer Link Software	$1,282	$1,346	$1,427
RIMS Annual Support and Updates – Citizen RIMS Software	$2,919	$3,065	$3,249
RIMS Annual Support and Updates – AFIS to Cogent Link Software	$830	$871	$923
RIMS Annual Support and Updates – AFIS to DataWorks Link Software	$1,352	$1,420	$1,505
RIMS Annual Support and Updates – ARIES Link Software	$1,578	$1,657	$1,756
RIMS Annual Support and Updates – Mobile Mapping Software	$2,516	$2,667	$2,827
RIMS Annual Support and Updates – Training Management Software (TIMS)	$958	$1,006	$1,066
RIMS Annual Support and Updates – AutoCite to Crossroads Link Software	$341	$358	$379
RIMS Annual Support and Updates – CopLogic Link Software	$473	$497	$527
RIMS Annual Support and Updates – Mindbase Link Software	Paid	Paid	Paid
RIMS Annual Support and Updates - Crossroads Collision Import Link Software	$0	$315	$334
	$77,515	**$82,011**	**$87,064**

For FY 25-26:

1. Fee to switch E-citation Vendor to Crossroad Link - $1,200.00
2. Software connection fee with Crossroad Link - $3,200.00

This support quote is only for the listed modules, if additional software or interfaces are added or modified it may impact the support amount quoted. If you have any further questions, please call me at 1-800-474-2565 x5.

Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the city of Newark, CA ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on August 29, 2025.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. *Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").*

   However, for instances v ble due to an SRS software problem ("criti service will be available 24 hours, 7 days a week, roblems include:

   - RIMS is down/not resp
   - Cannot create a call fo
   - Cannot issue a case nu
   - Unable to access NCIC
   - Other issues that will n

   Licensee will have taken ort during non-service hours including:

   - Verified that the issue i
   - Restarted the workstat
   - Contacted in-house IT s ... the issue is related to network or server errors
   - Verified the issue is critical enough that it cannot wait until normal support hours

SAAS AGREEMENT REVIEWED BY CA KOKOTAYLO & IT DIR MIRANDA

2. **SRS Response to reported problems**. SRS agrees to provide service and assistance as expeditiously as possible as follows:

   a. Most problems will be resolved with the initial phone call or email.
   b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.

      - For critical problems, SRS personnel will work with Licensee until the situation is resolved.

      - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
      - For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.

4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Cost.** The cost of the services and software to be provided under this 3-Year Agreement per quoted amounts provided on August 18, 2025: For time-period of August 29, 2025 thru August 28, 2028.

Item	FY 25-26	FY 26-27	FY 27-28
RIMS Annual Support and Updates – Computer Aided Dispatch (CAD)	$19,792	$20,782	$22,029
RIMS Annual Support and Updates – Records Management Software (RMS)	$19,163	$20,256	$21,606
RIMS Annual Support and Updates – Mobile Software	$9,657	$10,236	$10,850
RIMS Annual Support and Updates – E-911 Software	$2,171	$2,279	$2,416
RIMS Annual Support and Updates – State Link Software	$2,960	$3,108	$3,294
RIMS Annual Support and Updates – In-Station (CAD) Mapping	$4,958	$5,255	$5,570
RIMS Annual Support and Updates – Property Room Software	$2,618	$2,749	$2,914
RIMS Annual Support and Updates – Mugshot/Digital Imaging	$2,369	$2,487	$2,636
RIMS Annual Support and Updates – Collaborate Data Sharing Software	$1,578	$1,657	$1,756
RIMS Annual Support and Updates – CopLink/CrimeTracer Link Software	$1,282	$1,346	$1,427
RIMS Annual Support and Updates – Citizen RIMS Software	$2,919	$3,065	$3,249
RIMS Annual Support and Updates – AFIS to Cogent Link Software	$830	$871	$923
RIMS Annual Support and Updates – AFIS to DataWorks Link Software	$1,352	$1,420	$1,505
RIMS Annual Support and Updates – ARIES Link Software	$1,578	$1,657	$1,756
RIMS Annual Support and Updates – Mobile Mapping Software	$2,516	$2,667	$2,827
RIMS Annual Support and Updates – Training Management Software (TIMS)	$958	$1,006	$1,066
RIMS Annual Support and Updates – AutoCite to Crossroads Link Software	$341	$358	$379
RIMS Annual Support and Updates – CopLogic Link Software	$473	$497	$527
RIMS Annual Support and Updates – Mindbase Link Software	Paid	Paid	Paid
RIMS Annual Support and Updates - Crossroads Collision Import Link Software	$0	$315	$334
	$77,515	**$82,011**	**$87,064**

For FY25-26:

1. Fee to switch E-citation Vendor to Crossroad Link - $1,200.00
2. Software connection fee with Crossroad Link - $3,200.00

Contract Not to Exceed $250.990.00

6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement which Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

7. **Term**. The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS.

8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.

9. **Limitations**. SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is determined that the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

   Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's current rate and under terms and conditions that SRS may require.

   This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: August 11, 2025

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Chief of Police

FROM: Jolie Macias, Police Captain

SUBJECT: Peregrine Technologies One Year Agreement

Summary and Recommendation

The Newark Police Department entered a sole-source software subscription agreement with Peregrine Technologies, Inc. ("Peregrine") on June 28, 2022, for three years with a do not exceed amount of $300,000 payable in three annual payments of $100,000. This agreement has four- and five-year options to extend the agreement for $100,000 per year. Peregrine Technologies is a real-time data analysis and visualization software system that integrates a range of Newark's current and evolving data capture and information technologies. The Peregrine platform provides a single point of access to view and analyze large-scale and real time data from various sources. This allows the user to quickly determine factual relationships among the data that would otherwise be time-intensive thereby enhancing situational awareness and officer safety.

Staff recommends to exercise year four of the existing contract with Peregrine Technologies, Inc. ("Peregrine"), in the amount not to exceed $100,000.

Background

In 2022, Newark was among the first to adopt Peregrine software, with only nine other agencies having implemented the platform beforehand. There are currently over 100 active Peregrine law enforcement customers across the country. In the Northern California region, Peregrine currently supports over 20 active customers, with several more in various stages of implementation. Alameda and Contra Costa Counties represent the highest concentration.

Law enforcement today and in the foreseeable future faces a rapidly shifting landscape, with challenges on every front. Recruitment and staffing challenges have stressed the importance of working more efficiently and in some cases to do more with less. Unlike employees of larger municipalities, Newark police staff are required to specialize in a variety of areas and have a multitude of responsibilities. Time is often the most precious commodity when it comes to accomplishing tasks and conducting police investigations. Success in meeting those challenges demands policing strategies that leverage

advanced technologies to promote workflow efficiencies.

The police department uses many complex hardware and software-based technologies to conduct day-to-day field and support services operations. As the utilization of these different technologies has increased, so has the demand for increased police accountability and transparency by responding to Public Records Act requests, subpoenas, and the public demand for meaningful fact-based information related to policing (i.e., personnel records, training records, body worn camera data, community engagement communications, resource deployment, crime trends, policies and procedures, use of force data). Data from these systems is collected and stored electronically in a variety of different applications and through multiple databases.

Each database has different login features which often require the user to use one database at a time. Peregrine has provided the Police Department with a single solution for conducting searches across databases. Peregrine provides a powerful, unique solution that allows these searches to be conducted from one single dashboard.

Discussion and Analysis

Staff benefits from the integration of Computer Aided Dispatch (CAD), new and archived Records Management Systems (RMS), Flock automated license plate reader information, Alameda County geographical information system (GIS) maps, All Points Bulletin System (APBnet) data, Axon Body Worn Camera and Evidence.com data, and cross-agency data sharing agreements with Alameda County Sheriff's Office, Concord, Fremont, Livermore, and Walnut Creek.

Data sharing is limited to authorized users of approved law enforcement agencies who have a need and right to know information. This data is not shared with the U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Patrol (CPB) and is not used for immigration or traffic enforcement. The California Values Act (SB 54) was passed in 2015 to protect privacy by prohibiting law enforcement agencies from sharing personal information for immigration enforcement with federal agencies. All current and future data sharing agreements will be limited to California law enforcement agencies.

The Peregrine visualization software provides a secure, interoperable, Criminal Justice Information System (CJIS)-compliant platform. It maintains policies and procedures for storing, handling, and transmitting data. Taking into consideration increased public expectations related to accountability, the platform tracks user action and has full audit capability, thus enabling organizations to ensure privacy, transparency, and proper use of data. Lastly, there is ongoing support from the Peregrine Client Advocacy Team to ensure staff training and continual platform usage and asset integration.

Fiscal Impact

This item is already included in the FY2024-2026 budget. There is no fiscal impact.

110.30.032.320.6150 – Peregrine Technologies Software – $100,000

RECOMMENDATION

Staff recommends the City Manager exercise the fourth-year option of the existing contract in the amount not exceed $100,000 with Peregrine Technologies, Inc. for fiscal year 2025-2026. Pursuant to Newark Resolution No. 11719, adopted December 12, 2024, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2025, I, David J. Benoun, hereby authorize the acceptance of an agreement with Peregrine Technologies, Inc. for fiscal year 2025-2026.

David J. Benoun, City Manager

By

8-27-25

Date

RESOLUTION NO. 11,365

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

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

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

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

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

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

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the necessary equipment as required by the City, and therefore there is no comparable competitive product for which a competitive bid could be provided; and

2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product; or,

3. It is practically impossible to obtain what is required through the formal bidding process, because, as stated above, multiple competitive bids for the desired product cannot be obtained; and

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

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

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Peregrine Technologies, Inc., in the not-to-exceed amount of $300,000, for the procurement real-time data analysis and visualization software.

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

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

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

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 9, 2022, by Vice Mayor Hannon who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Collazo, Vice Mayor Hannon, and Mayor Nagy
NOES:	None
ABSENT:	Council Member Freitas
ABSTAINED:	Council Member Bucci
SECONDED:	Council Member Collazo

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

TECHNOLOGY SERVICE AGREEMENT

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF NEWARK

DocuSigned by:
075767B2C2304C4...

By: David J. Benoun

Title: City Manager

Date: 6/28/2022

CONSULTANT

Peregrine Technologies, Inc.

DocuSigned by:
C23E48B6A32B478...

By: Nicholas Noone

Title: President & CEO

Date: 6/27/2022

Approved as to form:

DocuSigned by:
ABFC8AFEC9714E4...

By: Kristopher Kokotaylo

Title: City Attorney

Date: 6/28/2022

Attest:

DocuSigned by:
AD90989DBABE45E...

By: Sheila Harrington

Title: City Clerk

Date: 6/28/2022

Copyright 2022 Peregrine Technologies, Inc. All rights reserved. Copyright extends to all pages of

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

June 27th, 2022

Proposal Presented to the Newark Police Department

Peregrine Technologies, Inc.

June 27th, 2022

Executive Summary 2
Providing Value for the Newark Police Department 2
Our Software 3
Peregrine for the Newark Police Department 5
Our Background 5
The Peregrine Platform 5
The Peregrine Delivery & Implementation Program 8
Project Cost 9
Appendix A: Select Data Analysis Tools 10
Appendix B: Privacy, Civil Liberties & Security 11
Appendix C: Peregrine Software License Agreement Terms and Conditions 12
Appendix D: Insurance 22

Proprietary and Confidential

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

June 27th, 2022

Executive Summary

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

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

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

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

Please see pages 8 and 9 for detailed implementation and pricing information.

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

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

Providing Value for the Newark Police Department

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

- **Investigations**: Within the Peregrine platform, NPD detectives will be able to quickly search for data across systems (including those from partner agencies through an MOU) to quickly surface all information relevant to a case. Using the platform's user-friendly analysis tools, detectives can quickly identify relationships between people and cases, revealing connections previously hidden across data systems. With all relevant data at their fingertips and user-friendly tools at their disposal, investigators will be able to solve cases more quickly and reach conclusions with greater confidence.

- **Analysis and reporting:** Using the Peregrine platform, NPD analysts will have one system to power their workflows. Rather than signing on to multiple systems—switching between CAD, RMS, Flock cameras, etc.—they sign into one system for all the data they need. With an MOU in place, analysts can also search partner data seamlessly. The platform's intuitive point-and-click tools makes it easy to visualize data (e.g., on an interactive geospatial map or through a configurable timeline), surface hidden crime trends, and report on those trends.
- **Situational and operational awareness:** The Peregrine platform will ensure all personnel across the NPD have the information they need to work more effectively and efficiently by maintaining situational awareness. When officers start their shift, they can use the Peregrine platform to quickly get up to speed on what happened since their last shift. Personnel from across the department can set up notifications so they're made aware of relevant cases at an appropriate cadence (e.g., immediately, daily, weekly, etc.) and through the appropriate medium (e.g., SMS, email).

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

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

Our Software

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

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

- agency-wide search and information retrieval
- operational and situational awareness
- alerting and notifications
- multiple types of analysis, including geospatial, temporal, and link chart
- investigations

Proprietary and Confidential

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

- executive reporting, dashboarding, and requests for information
- secure collaboration within and across departments
- transparency and community engagement

Proprietary and Confidential

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

June 27th, 2022

Peregrine for the Newark Police Department

Our Background

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

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

The Peregrine Platform

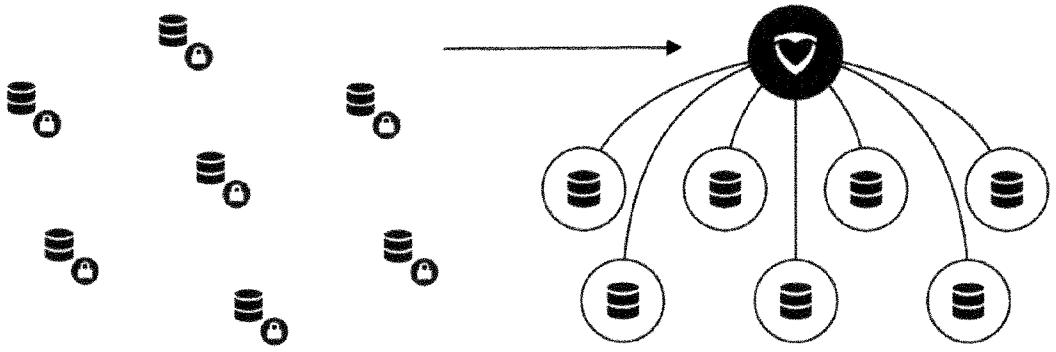
To deliver on the above use cases, Peregrine proposes deployment of the Peregrine platform, a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from customer-defined data sources. We designed the Peregrine platform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

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

DATA INTEGRATION & MODELING

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

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



Proprietary and Confidential

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

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



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

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

SEARCH & INFORMATION RETRIEVAL



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

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

EXPLORATION, VISUALIZATION, & REPORTING TOOLS

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



PERMISSION-BASED COLLABORATION & SHARING

The Peregrine platform provides features for secure collaboration and sharing that will enable the NPD to build deeper, trusting

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

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

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

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

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

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

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

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

OPENNESS & INTEROPERABILITY

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

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

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

Proprietary and Confidential

June 27th, 2022

The Peregrine Delivery & Implementation Program

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

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

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

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

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping – July 1st, 2022.	Week 2	1. Determine priority order of use groups and data integrations, to include integration of CAD data, RMS data, city GIS layers, and Flock ALPR 2. Facilitate access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Configure permission controls 3. Ingest, integrate, transform, model, and validate data sources 4. Introduce platform to the first set of users 5. Work with NPD to set up MOUs with other agencies 6. Conduct 30-day steering committee review
3 –Workflows and Analytics	Month 2	1. Initiate user training 2. Set up secure, cross-agency data sharing 3. Develop and implement user and team-specific workflows 4. Conduct 60-day steering committee review
4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify Phase 2 scoping 4. Conduct 90-day steering committee review (quarterly thereafter)

Project Cost

PLATFORM PRICING IN PHASE 1

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

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

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

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

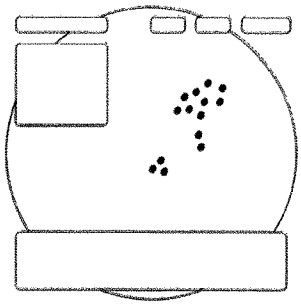
Please note that the above pricing is related to the Phase 1 scope. Phase 2 scope and pricing will be decided in the future depending on the needs of the NPD. Additionally, the pricing outlined above is based on Peregrine's current understanding of the NPD's anticipated scope of work and objectives and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

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

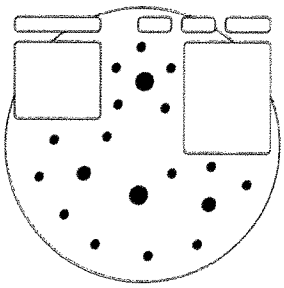
Proprietary and Confidential

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

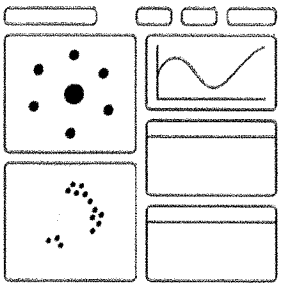
Appendix A: Select Data Analysis Tools



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



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



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

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

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

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

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

Appendix B: Privacy, Civil Liberties & Security

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

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

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

Granular Data Security, Access, and Usage Controls

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

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

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

Auditability and Logging of User Actions

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

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

Continuous Security and CJIS Compliance

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

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

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

June 27th, 2022

Appendix C: Peregrine Software License Agreement Terms and Conditions

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

1. Definitions.

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

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

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

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

"Professional Services" has the meaning specified in Section 2.2.

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

"SOW" has the meaning specified in Section 2.2.

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

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

2. Provision of the Service and Additional Services.

2.1 Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for

internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("Onboarding and Training Services"), and (iii) telephone and standard technical support to Customer during normal business hours ("Technical Support"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2 Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "SOW," and such services, the "Professional Services"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

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

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

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

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

services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

3. Use of Service.

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

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

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

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

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

3.6 Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of

customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

4. Fees & Payment.

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

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

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

5. Proprietary Rights.

5.1 Peregrine Technology. The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "Peregrine Technology"). Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.

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

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

6. Data Access, Sharing and Security.

6.1 Customer Data. Peregrine may access, reproduce, and use Customer Data to provide

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

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

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

7. Confidentiality.

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

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

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

Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

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

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

8. Warranties & Disclaimers.

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

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

9. Indemnification.

9.1 General Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("Customer Indemnified Parties") against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection with Peregrine's negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property rights of a third party (each, a "Customer Claim"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim

(provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

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

10. Limitation of Liability.

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

11. Term & Termination.

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

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

11.3 Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally

prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

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

12. General Provisions.

12.1 Insurance. Peregrine shall maintain the insurance coverages described on Appendix D.

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

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

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

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

12.6 Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR

12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

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

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

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

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

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

Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the

modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

DocuSign Envelope ID: C21F1810-A9C2-4599-929C-87565129F62F

Appendix D: Insurance

Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof, or terminate this Agreement.

DocuSign

Certificate Of Completion

Envelope Id: C21F1810A9C24599929C87565129F62F
Subject: Please DocuSign: Peregrine Agreement.pdf
Source Envelope:
Document Pages: 24
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Sheila Harrington
37101 Newark Boulevard
Newark, CA 94560
sheila.harrington@newark.org
IP Address: 73.158.135.105

Record Tracking

Status: Original
6/27/2022 4:48:03 PM

Holder: Sheila Harrington
sheila.harrington@newark.org

Location: DocuSign

Signer Events	Signature	Timestamp
Nicholas Noone nick@peregrine.io President & CEO Security Level: Email, Account Authentication (None)	DocuSigned by:  C23E48B6A32B478...	Sent: 6/27/2022 4:53:25 PM Viewed: 6/27/2022 9:15:10 PM Signed: 6/27/2022 9:16:23 PM
	Signature Adoption: Pre-selected Style Signed by link sent to nick@peregrine.io Using IP Address: 73.162.135.12 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 6/27/2022 9:15:10 PM ID: 1d860e0b-60e0-432a-9a79-54c582a90f24		
Kristopher Kokotaylo kkokotaylo@meyersnave.com Security Level: Email, Account Authentication (None)	DocuSigned by:  ABFC8AFEC9714E4...	Sent: 6/27/2022 9:16:26 PM Viewed: 6/28/2022 7:59:49 AM Signed: 6/28/2022 8:02:25 AM
	Signature Adoption: Pre-selected Style Signed by link sent to kkokotaylo@meyersnave.com Using IP Address: 206.169.145.130	
Electronic Record and Signature Disclosure: Accepted: 6/28/2022 7:59:49 AM ID: 9dd7afa8-d1ef-48f9-868c-91f800af081d		
David J. Benoun david.benoun@newark.org Security Level: Email, Account Authentication (None)	DocuSigned by:  075767B2C2304C4...	Sent: 6/28/2022 8:02:28 AM Viewed: 6/28/2022 8:16:52 AM Signed: 6/28/2022 8:16:55 AM
	Signature Adoption: Drawn on Device Signed by link sent to david.benoun@newark.org Using IP Address: 206.128.122.185	
Electronic Record and Signature Disclosure: Accepted: 6/28/2022 8:16:52 AM ID: 48be4758-068d-4a64-a8dd-e655fb43cc29		

Signer Events	Signature	Timestamp
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by: Sheila Harrington AD90969DBABE45E...	Sent: 6/28/2022 8:16:59 AM Viewed: 6/28/2022 3:50:01 PM Signed: 6/28/2022 3:50:09 PM
	Signature Adoption: Pre-selected Style Signed by link sent to sheila.harrington@newark.org Using IP Address: 73.158.135.105	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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
Jolie Macias jolie.macias@newark.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/28/2022 3:50:12 PM Viewed: 6/28/2022 4:24:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2022 4:53:25 PM
Certified Delivered	Security Checked	6/28/2022 3:50:01 PM
Signing Complete	Security Checked	6/28/2022 3:50:09 PM
Completed	Security Checked	6/28/2022 3:50:12 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.

STAFF REPORT

Item E. 1.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Yvonne Huynh, Assistant Planner
SUBJECT	Hearing to consider a Call for Review of the Community Development Director's approval of a Minor Use Permit (MUP2025-021) for Macha Swag Dance, an instructional dance studio at 2086 Newpark Mall, Unit 1093 (APN: 901-111-25) and consider adopting a resolution affirming the Community Development Director's action or, in the alternative, consider adopting a resolution overturning the Community Development Director's action

SUMMARY AND RECOMMENDATION

The applicant, Renukha Raj ("Applicant"), on behalf of the property owner, NewPark Mall LP, submitted an application for a Minor Use Permit (MUP2025-011) to allow for the operation of Macha Swag Dance, an instructional dance studio, at 2086 Newpark Mall Unit 1093 (the "Project"). The use is classified as "instructional services" and requires the approval of a Minor Use Permit pursuant to Newark Municipal Code (NMC) §17.08.020.

On July 22, 2025, the Community Development Director approved the Project based upon the findings and subject to conditions of approval detailed in the Notice of Action (Attachment 1). Staff sent the Notice of Action describing the decision to the Applicant, members of the City Council, and Planning Commission.

Pursuant to NMC §17.31.100, a member of the City Council may submit a "Call for Review" of a decision of the Community Development Director, Zoning Administrator, or Planning Commission. Council Member Grindall requested a review of the Community Director's decision to approve the Project.

Staff recommends that the City Council consider one of the following actions:

1. Affirm the Community Development Director's decision to approve the Minor Use Permit without any modifications to project approvals (Attachment 4);
2. Affirm the Community Development Director's decision to approve the Minor Use Permit with changes to the Project, the required findings of fact, and/or the conditions of approval; or
3. Reject the Community Development Director's decision, thereby denying the

Project based on an inability to make the necessary findings for approval. Staff recommends that the City Council affirm the Community Development Director's approval of the Minor Use Permit (MUP2025-011) without any modifications to the project or its conditions. However, if the City Council seeks to overturn the Director's decision, staff has provided a draft resolution (Attachment 5). The draft resolution includes space for the City Council to identify where it is unable to make the necessary findings to approve the Project.

BACKGROUND

The subject site is located within NewPark Mall and is zoned RC: Regional Commercial, with a NewPark Place Specific Plan Overlay District. The General Plan land use designation is Regional Commercial. The tenant space is situated on the first floor of the mall and comprises approximately 2,047 square feet. Surrounding uses include a mix of retail and mall-related commercial activities. The previous use of Unit 1093 was a T-Mobile retail store. Adjacent tenant spaces are currently vacant.

Project Description

The Project involves an instructional dance studio use, Macha Swag Dance, within an existing commercial tenant space at 2086 Newpark Mall, Unit 1093. The use is categorized as "instructional services" under NMC §17.45.020.

The dance studio would operate Monday through Friday from 5:00 p.m. to 9:00 p.m., and Saturday through Sunday from 10:00 a.m. to 6:00 p.m. The facility would host up to three one-hour classes per day, offering instruction in Indian dance and movement arts. Each class would be led by two instructors and would serve between five and fifteen students per session. The only equipment associated with the proposed use consists of portable speakers used for music playback during instruction.

DISCUSSION/ANALYSIS

The Regional Commercial General Plan designation is intended to support the City's largest and most complete shopping facilities, accommodating a wide variety of goods and services such as department stores, restaurants, entertainment venues, and similar uses, drawing patrons from throughout Newark and the surrounding communities. This designation is implemented through the RC: Regional Commercial zoning district and is further guided by the NewPark Place Specific Plan, which envisions the transformation of NewPark Mall into a vibrant, mixed-use regional destination that offers a range of retail, dining, and entertainment options.

Under NMC §17.45.020, the proposed use is classified as "instructional services" and requires the approval of a Minor Use Permit pursuant to NMC §17.08.020. The Project was reviewed under NMC Title 17 (Zoning) and complies with all applicable provisions of the zoning district, including allowable uses, parking requirements, and compatibility with surrounding commercial tenants.

City records indicate that the subject tenant space was previously occupied by a retail user until 2019. The instructional service use, Macha Swag Dance, requires minimal interior alterations, including the installation of a mirrored wall. No exterior or structural

modifications are needed. Classes would be held during weeknights and weekends, with a maximum of three one-hour sessions per day serving 5–15 students each, led by two instructors. No equipment is proposed other than portable speakers. The business operations are compatible with the existing commercial context.

The Project is expected to generate minimal vehicle traffic and noise impacts. A 2021 Parking Sub-Master Plan study, prepared with the NewPark Place Specific Plan revisions in 2021, found that NewPark Mall provides a total of 7,499 existing parking spaces. Based on the specific plan's parking requirements, approximately 5,607 spaces are needed to accommodate the existing land uses, leaving a surplus of 1,892 parking stalls. Given the mall's excess parking supply, small class size, and off-peak business hours, the Project would not impact the mall's parking capacity or circulation.

The Project is consistent with the broader goals of the General Plan and the NewPark Place Specific Plan, which envisions the revitalization of underutilized commercial spaces and encourages a diverse mix of retail, entertainment, and community-oriented uses. In recent years, NewPark Mall has experienced high vacancy rates, which has affected its role as a significant contributor to Newark's economy. The proposed use would activate a vacant storefront and provide a consistent, community-serving use that draws families and visitors into the space, generating additional foot traffic to support surrounding retailers and enhancing the mall's role as a regional retail destination that offers amenities and gathering spaces.

Based on staff's analysis, the Project satisfies all required findings for a Minor Use Permit under NMC §17.35.060, including consistency with applicable land use designations, compatibility with surrounding uses, and a lack of significant adverse impacts on public health, safety, or welfare. The findings are provided in Attachment 1 of this report.

FISCAL IMPACT

The Project would not have a substantial fiscal impact on the city. Activating the proposed vacant space with the dance studio may increase foot traffic and customer visits to the mall, resulting in additional customers for all tenants.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The Class 1, Existing Facilities, Categorical Exemption is appropriate for this project, according to California Environmental Quality Act (CEQA) provisions. Per CEQA §15301, additional environmental review is not required because the Project involves the interior operation of a small business within an existing commercial building with no expansion of use.

This Project did not require a review by the Planning Commission.

REVIEW AND APPROVAL

Prepared by - Yvonne Huynh, Assistant Planner
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1 - Notice of Action

Attachment 2 - Project Narrative

Attachment 3 - Project Plans

Attachment 4 - Draft Resolution – Affirming the Community Development Director's Decision of Approval of the Project

Attachment 5 – Draft Resolution – Overturning the Community Development Director's Decision of Approval of the Project

Staff Presentation

City of Newark
Community Development Department – Planning
37101 Newark Boulevard
Newark, CA 94560

NOTICE OF ACTION
Community Development Director

The Community Development Director approved a Minor Use Permit (MUP) to allow for Macha Swag Dance, an instructional service use located at 2086 Newpark Mall Unit 1093.

This Notice of Action (NOA) is hereby prepared pursuant to Newark Municipal Code (NMC) §17.31.080(B). On **July 22, 2025**, the Community Development Director (CDD) approved Minor Use Permit MUP2025-011 as described in this NOA.

A member of the Planning Commission or the City Council may call for a review of the decision made by the CDD. Such call for review shall not require any statement of reasons and shall not represent opposition to or support of the decision, application, or appeal. All calls for review shall be received within 14 calendar days[1] of the date of this NOA. A call for review shall be communicated individually to the Planning Division to avoid any conflicts with California Government Code §54950 et seq (i.e., Ralph M. Brown Act).

Application No.:	MUP2025-011
Project Address / Location:	2086 Newpark Mall Unit 1093
Project APN:	901-111-25
General Plan Designation:	Regional Commercial
Zoning:	RC: Regional Commercial with a NewPark Place Specific Plan Overlay District
Property Owner:	Brookfield Properties (BP Retail) Attn: Kaylyn Dawkins, Brookfield Properties
Applicant:	Renukha Raj
Request:	Pursuant to NMC §17.08.020, an application for a Minor Use Permit (MUP) to allow for Macha Swag Dance, an instructional service use[2] to be located in the City's Regional Commercial Zoning District with a NewPark Place Specific Plan Overlay District.

[1] In the event an appeal period ends on a Saturday, Sunday, or any other day the City is closed, the appeal period shall end at the close of business on the next consecutive business day.
[2] NMC §17.45.020 defines Instructional services as "Establishments that offer specialized programs in personal growth and development such as music, martial arts, vocal, fitness and dancing instruction."

Project/Event Description:

The applicant is proposing to operate a dance instructional service use, Macha Swag Dance, located at 2086 Newpark Mall Unit 1093. The existing tenant space is approximately 2,047 square feet and is located on the first level of the Newpark Mall. The proposed use would operate Monday through Friday from 5:00 pm to 9:00 pm and Saturday through Sunday from 10:00 a.m. to 6:00 p.m.

The proposed use would have three one-hour classes per day. Each class would consist of instructional Indian dance and movement arts guided by two instructors. Class sizes range from five to fifteen students per session. Speakers are the only equipment needed for this proposed use. The project description and plans are included in **Exhibit C** of this NOA.

Required Findings:

The proposed use is subject to the findings specified in NMC §17.35.060. As detailed in **Exhibit A** of this NOA, the CDD finds that the proposed use meets the required findings, subject to the conditions of approval specified in **Exhibit B** of this NOA.

Conditions of Approval:

The proposed use is subject to the conditions of approval included in **Exhibit B** of this NOA.

Mailing Date:

July 22, 2025 – The date when this NOA was mailed to the applicant and to the members of the City Council and Planning Commission.

Filing Date:

July 22, 2025 – The date when this NOA with the City Clerk.

Appeal Fee & Procedure:

$4,586 – Decisions of the CDD may be appealed to the Planning Commission by filing a written appeal with the Planning Division. Unless otherwise specified in State or federal law, all appeals shall be filed in writing within 14 calendar days[3] of the date which the action was taken. The appeal shall identify the decision being appealed and shall clearly and concisely state the reasons for the appeal.

[3] In the event an appeal period ends on a Saturday, Sunday, or any other day the City is closed, the appeal period shall end at the close of business on the next consecutive business day.

The Community Development Director approved a Minor Use Permit (MUP) to allow for Macha Swag Dance, an instructional service use located at 2086 Newpark Mall Unit 1093.

Steven Turner
Community Development Director

EXHIBIT A – FINDINGS

A. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of Title 17 and all other titles of the Municipal Code.

The space at 2086 Newpark Mall Unit 1093 is zoned RC: Regional Commercial with a NewPark Place Specific Plan Overlay District. The RC zoning district is intended to support large-scale shopping facilities that include a broad array of goods and services, including department stores, retail shops, restaurants, entertainment facilities, and similar uses that draw patrons from throughout Newark and the surrounding region.

The proposed use would be classified as an instructional service use because it would offer fitness and dancing instruction centered on cultural practices, building community, confidence, and teaching artistic expression through dance. This is consistent with the definition of "instructional service" as set forth in NMC §17.45.020. Pursuant to NMC §17.08.020, an instructional service use is an allowed use with the approval of a MUP.

The proposed use would be in compliance with the applicable provisions of Title 17 – Zoning. Additionally, the proposed use would not consist of any exterior or interior changes to the existing building. As noted in **Exhibit B** of this NOA, the proposed use is subject to conditions, including obtaining approval of a Business License, Sign Permit, and Building Permit(s). This finding can be made in the affirmative.

B. The proposed use is consistent with the general plan and any applicable specific plan.

The project site is designated Regional Commercial in the General Plan, which supports the City's largest and most comprehensive shopping and service areas. This designation emphasizes a wide variety of goods and services, including department stores, retail shops, restaurants, entertainment venues, and other uses that attract patrons from across Newark and the broader region. This designation applies to NewPark Mall and adjacent commercial areas. The proposed use aligns with the General Plan's Regional Commercial designation by offering a service that attracts participants from both Newark and the surrounding communities.

The project site is also located within the NewPark Place Specific Plan area, which envisions transforming the NewPark Mall into a vibrant, mixed-use destination offering diverse retail, entertainment, and cultural experiences. By introducing instructional Indian dance classes, the proposed use supports the Specific Plan's goals of activating underutilized space, increasing community engagement, and drawing patrons from across the region. This finding can be made in the affirmative.

C. The proposed use will not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements.

The proposed use would occupy an approximately 2,047 square foot tenant space located at 2086 Newpark Mall Unit 1093. The proposed use would operate Monday through Friday from 5:00 pm to 9:00 pm and Saturday through Sunday from 10:00 a.m. to 6:00 p.m.

No interior or exterior improvements to the existing building would be proposed. The types of service the proposed use would offer are instructional dancing centered on a variety of traditional and modern Indian dance styles. The use would not be adverse to the public health, safety, or general welfare of the community nor detrimental to surrounding properties or improvements. This finding can be made in the affirmative.

D. Tax revenue generated by the development will exceed the city's cost of the service demand as a result of the development or a compelling community benefit will be provided.

The proposed use would not materially impact the City's tax revenue, nor would it additionally strain City services.

E. The proposed use complies with any design or development standards applicable to the zoning district or the use in question unless waived or modified pursuant to the provisions of the Municipal Code.

No interior or exterior improvements to the existing building would be proposed. The proposed instructional service is an allowed use with the approval of a MUP under the RC zoning district. The proposed use is subject to the applicable provisions of Title 17 – Zoning, including maintaining the required minimum 300-foot separation between two instructional services and complying with the minimum required number of on-site parking spaces.

There are no other instructional service uses nearby; therefore, the proposed use meets the separation requirement. Regarding the minimum required number of on-site parking spaces for the proposed use, the NewPark Mall currently has a sufficient number of parking spaces. The applicant has provided a parking plan. The identifying vehicle parking areas that would be utilized by employees and customers of the proposed use. Therefore, the shopping center would have adequate parking for the existing and proposed business.

Overall, the proposed use would comply with the development standards applicable to the zoning district. This finding can be made in the affirmative.

F. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses in the vicinity.

The proposed use does not interfere with operations/businesses in this zone. Additionally, as an allowed use with the approval of a MUP, the proposed use does not deviate from the intent of the district's development standards. Therefore, the design, location, size, and operating characteristics of the proposed use are compatible with the existing and foreseeable future land uses in the vicinity. This finding can be made in the affirmative.

G. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed project does not propose an expansion to the existing building, nor does it propose a high-intensity use. The existing building has access to all utilities and given that the parking demands are met, no physical improvements are needed to approve the proposed use. The suites within the same building are expected to continue as retail uses. This finding can be made in the affirmative.

EXHIBIT B – CONDITIONS OF APPROVAL

Planning Division

a. This approval allows for Macha Swag Dance, an instructional service use of an Indian dance instructional studio located at 2086 Newpark Mall Unit 1093. The hours of operation would be Monday through Friday from 5:00 pm to 9:00 pm and Saturday through Sunday from 10:00 a.m. to 6:00 p.m.

b. Prior to commencing business activity, the operator of the subject facility shall obtain any and all necessary federal, state, or county approvals. Failure to obtain the necessary approvals shall make the subject Minor Use Permit null and void.

c. Prior to the installation of any signage for the proposed facility, the property owner and/or applicant shall submit a Sign Permit Application to the Planning Division for review and approval. Signage shall comply with Chapter 17.25 – Signage Standards.

d. All project conditions of approval shall be printed on the building permit plans, as applicable.

e. All conditions of approval for this project shall be posted at the site, distributed to construction personnel, and available for employees during hours of operation.

f. Prior to commencing business activity, the operator of the subject site shall obtain a Business License with the City of Newark.

g. A building permit shall be required prior to the construction of the proposed improvements.

h. The proposed project shall conform to all requirements in the Newark Zoning Ordinance.

i. There shall be no sale and consumption of alcoholic beverages allowed.

j. If any complaint regarding parking, on-site circulation and/or traffic is received, a parking, on-site circulation and/or traffic analysis shall be prepared at the discretion of the Community Development Director and the cost of the applicant. The applicant shall mitigate any problems identified by the parking, on-site circulation and/or traffic study. If the applicant does not mitigate these problems, the Minor Use Permit may be revoked.

k. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis.

l. The City of Newark and its agents, officers, and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers, and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.

m. The Community Development Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

n. The Community Development Director shall have the right to modify or terminate this Minor Use Permit at any time if any of the terms of such permit or the conditions of approval for said permit are violated, or for other good cause deemed necessary to maintain or improve the public right-of-way or to preserve and protect the health, safety, and welfare of the public.

o. Approval of this use permit shall supersede and revoke any previous approval at this location.

p. Approval of this use permit shall be revoked if the Applicant does not meet the conditions of approval.

q. Per NMC §17.31.130, any permit granted under NMC Title 17 - Zoning, shall automatically expire if it is not exercised or extended within two years of its approval, unless a different time period is specified.

Building Inspection Division

r. Building Permits required for the interior modifications to the suite.

Alameda County Fire Department

s. Please submit the fire sprinkler and fire alarm plans to the Fire Department for review and approval if there are any modifications to the systems. Fire extinguisher(s) may be required.

t. Fire extinguishers must be clearly visible and free from obstructions. Signage should be displayed to indicate the locations of the fire extinguishers. Each extinguisher should cover a maximum area of 3,000 square feet, with a maximum travel distance of 75 feet to reach the nearest extinguisher. The fire inspector may require additional extinguishers as needed.

u. Fire extinguishers must have a minimum classification of 2A 10BC. Extinguishers weighing 40 pounds or less should be mounted at a maximum height of 5 feet from the floor to the top of the extinguisher. Monthly inspections are required, and all extinguishers must be serviced annually by a licensed professional.

v. Exit signs must be clearly visible and illuminated by emergency lighting when the building is occupied. All exit door hardware must be easily operable without requiring additional effort.

w. The project must comply with all applicable building and fire code requirements in effect at the time of building permit submittal.

EXHIBIT C – PROJECT DESCRIPTION AND PLANS

Item provided on page(s) to follow.

Project Narrative for Minor Use Permit

Applicant: Macha Swag Dance (MSD)
Business Address: 2086 Newpark Mall unit 1093, Newark, 94560 (Right in front of Entrance 3)
Owner & Instructor: Renukha K Raj
Co-Founder & Lead Choreographer: Ezhil Vanan Oppilamani
Contact Info: 925-319-3643 | info@machaswagdance.com

Business Description

Macha Swag Dance (MSD) is a community-centered dance school dedicated to promoting mental and physical well-being through Indian dance and movement arts. We specialize in teaching a variety of traditional and modern Indian dance styles, including:

- **Kuthu**
- **Folk**
- **Bollywood**
- **Hip Hop fusion with Indian elements**

Our mission is to create an inclusive, expressive, and culturally rich environment for individuals of all ages, promoting physical fitness, confidence, and community through dance.

Operations & Schedule

- **Class Size:** 5 to 15 students per session
- 3 classes per day and each class duration is 1 hr.
- Monday to Friday 5:00pm to 9:00pm
- Saturday & Sunday 10:00am to 6:00pm
- Speakers are the only equipment used to play music during class
- No interior improvements are proposed at this time.

We operate in small class formats to ensure quality instruction, personal attention, and safety. Students are pre-registered and grouped by age or skill level.

Staffing

- **Renukha K Raj** – *Owner and Head Instructor*
  Renukha has years of experience teaching Indian dance and is responsible for studio operations, class delivery, student management, and adherence to safety and facility regulations.

- **Ezhil Vanan Oppilamani** – *Co-Founder, Lead Choreographer & Artist*
  Ezhil is a highly regarded artist and choreographer in the Bay Area, known for directing and performing in numerous celebrity and large-scale cultural shows. His role at MSD includes choreographing performances, mentoring students, and enhancing the artistic direction of the school. Ezhil's expertise and experience bring prestige and professionalism to MSD's programs.

Facility Use

The studio space will be used exclusively for dance classes, rehearsals, and internal student showcases. It will not function as a walk-in or recreational facility. Occasional invite-only student showcases or rehearsal sessions may be conducted for parents and family members.

- No food or alcohol will be served during normal operations.

- The studio is acoustically managed with volume controls in place to prevent disturbances.

- No structural modifications are planned, and all use is consistent with existing commercial interior layouts.

Parking & Traffic

Given the controlled class sizes and staggered scheduling, traffic impact will be minimal. Most students are dropped off and picked up, and family members often carpool. We do not anticipate any adverse impact on parking availability in the area.

Community Benefit

MSD enhances Newark's cultural fabric by:

- Providing a safe and structured extracurricular outlet for youth and adults

- Promoting mental and physical wellness through movement and music
- Offering opportunities to connect with Indian heritage through dance
- Fostering community engagement through cultural events

Permit Request

After speaking with the City of Newark Planning Department, we understand a **Minor Use Permit** is required to operate at our location. We respectfully request approval to proceed with our business operations under this permit, as our activities are consistent with the intended commercial use of the property and pose minimal impact to the surrounding environment.

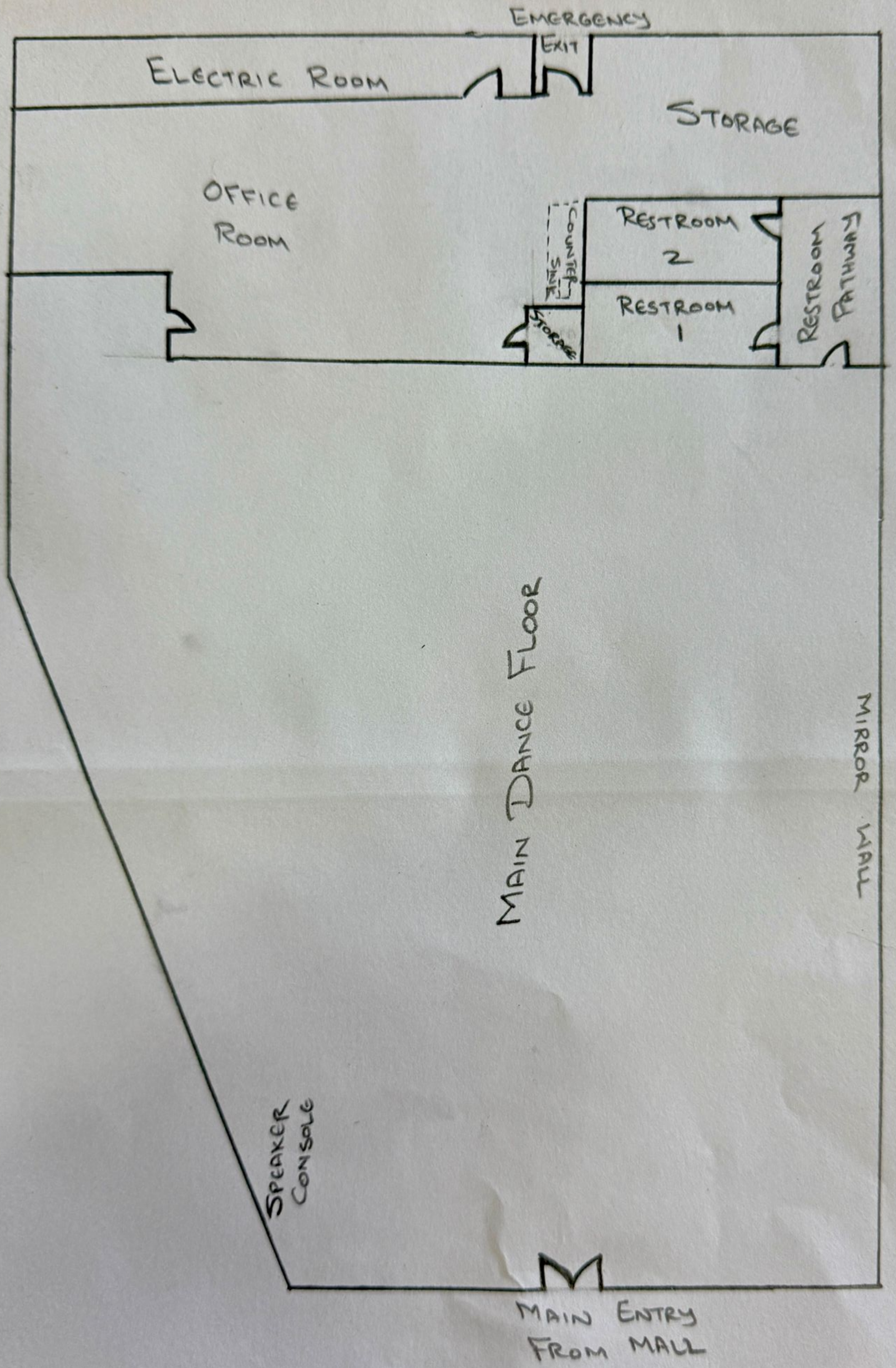
Conclusion

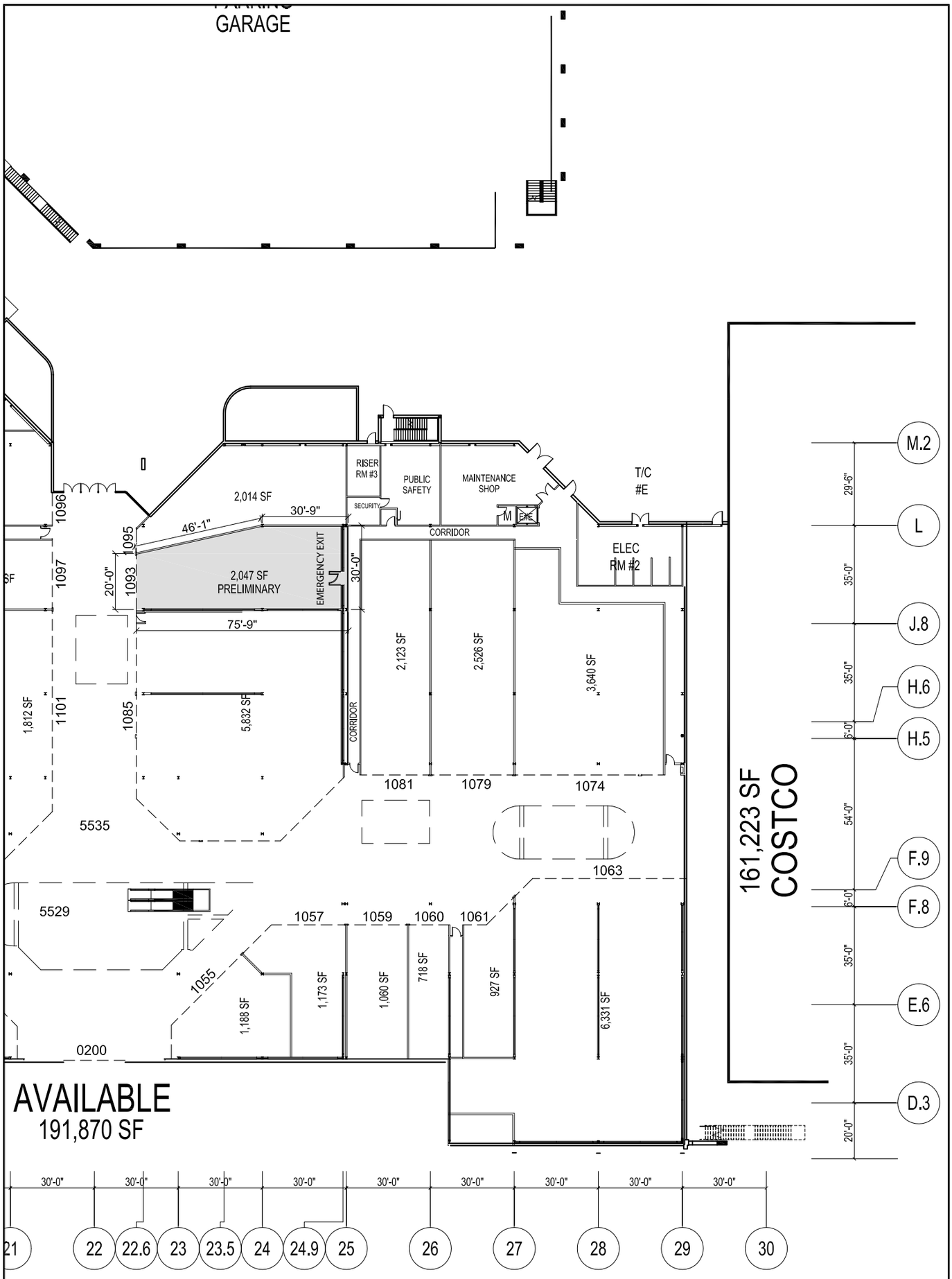
We are committed to maintaining a safe, respectful, and inspiring space for the Newark community. Through our work at MSD, we aim to uplift, educate, and celebrate diverse cultural expressions while contributing positively to the local economy and social fabric.

We thank you for your consideration and are happy to provide any additional documentation or attend a meeting as needed.

Sincerely,

Renukha K Raj
Owner & Instructor
Macha Swag Dance (MSD)
925-319-3643 | info@machaswagdance.com


EMERGENCY EXIT
ELECTRIC ROOM
STORAGE
OFFICE ROOM
COUNTER
SINK
RESTROOM 2
RESTROOM 1
RESTROOM PATHWAY
MAIN DANCE FLOOR
MIRROR WALL
SPEAKER CONSOLE
MAIN ENTRY FROM MALL



NOTE:

LANDLORD DOES NOT GUARANTEE THAT INTERNAL CHANGES HAVE NOT OCCURRED SINCE THESE PLANS HAVE BEEN PREPARED, AND RECOMMENDS THAT THIS SPACE BE FIELD VERIFIED BY THE TENANT TO ENSURE THE ACCURACY OF THESE DRAWINGS.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALL.

TENANT: PRELIMINARY	DATE: 4/25/25	NOT TO SCALE
SPACE #: 1093	AREA: 2047 SF	DRAWN BY: KW

LOD	NEWPARK MALL NEWARK, CALIFORNIA	Brookfield Properties

S:\CAD Center\01. Mall Plans\CALIFORNIA\NEWPARK MALL\Exhibits\Newpark Mall-1093.dwg 4/25/2025 Waddell, Kendra

Proposed Parking Area

HIGHWAY 880

MOWRY SCHOOL RD

LEVEL 3

LEVEL 2

PARKING DECK

3 LEVELS - 935 STALLS

0300

55,000 SF
AMC

AVAILABLE
144,000 SF

MALL SHOPS

MALL SHOPS

MALL SHOPS

MALL SHOPS

MALL SHOPS

MALL SHOPS

AVAILABLE
191,870 SF

COSTCO
161,223 SF

- NOT A PART -

- NOT A PART -
PARCEL C

SERVICE

BUS STOP

- NOT A PART -
PARCEL F

MAG. ROAD 1

MAG. ROAD 4

MOWRY AVENUE

NON-BUILDING
AREA

OUL1

4,650 SF
CARDS AND COMICS
CENTRAL

- NOT A PART -
PARCEL A

MAG. ROAD 2

LANDS OF
WELLS FARGO BANK

MAG. ROAD 3

- NOT A PART -
PARCEL B

BALENTINE DRIVE

CEDAR BLVD.

N

GRAPHIC SCALE

0 50' 100' 200' 400'

Brookfield
Properties

NEWPARK MALL

2086 NEWPARK MALL
NEWARK, CALIFORNIA 94560

TENANT NAMES SHOWN ON THIS PLAN REPRESENT LEASES WHICH ARE EXECUTED, OUT FOR SIGNATURE, OR IN NEGOTIATION. SPECIFIC NAMES, LOCATIONS, DIMENSION OF ANY STORE, ENTRANCE, OR IMPROVEMENT ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED ON THIS PLAN.

NOTWITHSTANDING THAT CERTAIN OF THE ELEMENTS, INCLUDING BUT NOT LIMITED TO THE TENANT NAMES, SHOWN ON THIS PLAN MAY BE INDICATED AS FUTURE OR PROPOSED. LANDLORD MAKES NO REPRESENTATION THAT THE FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALLS.

PROJECT NO: 7758

DRAWN BY: JR

© Brookfield Properties Retail Holding LLC

DESCRIPTION

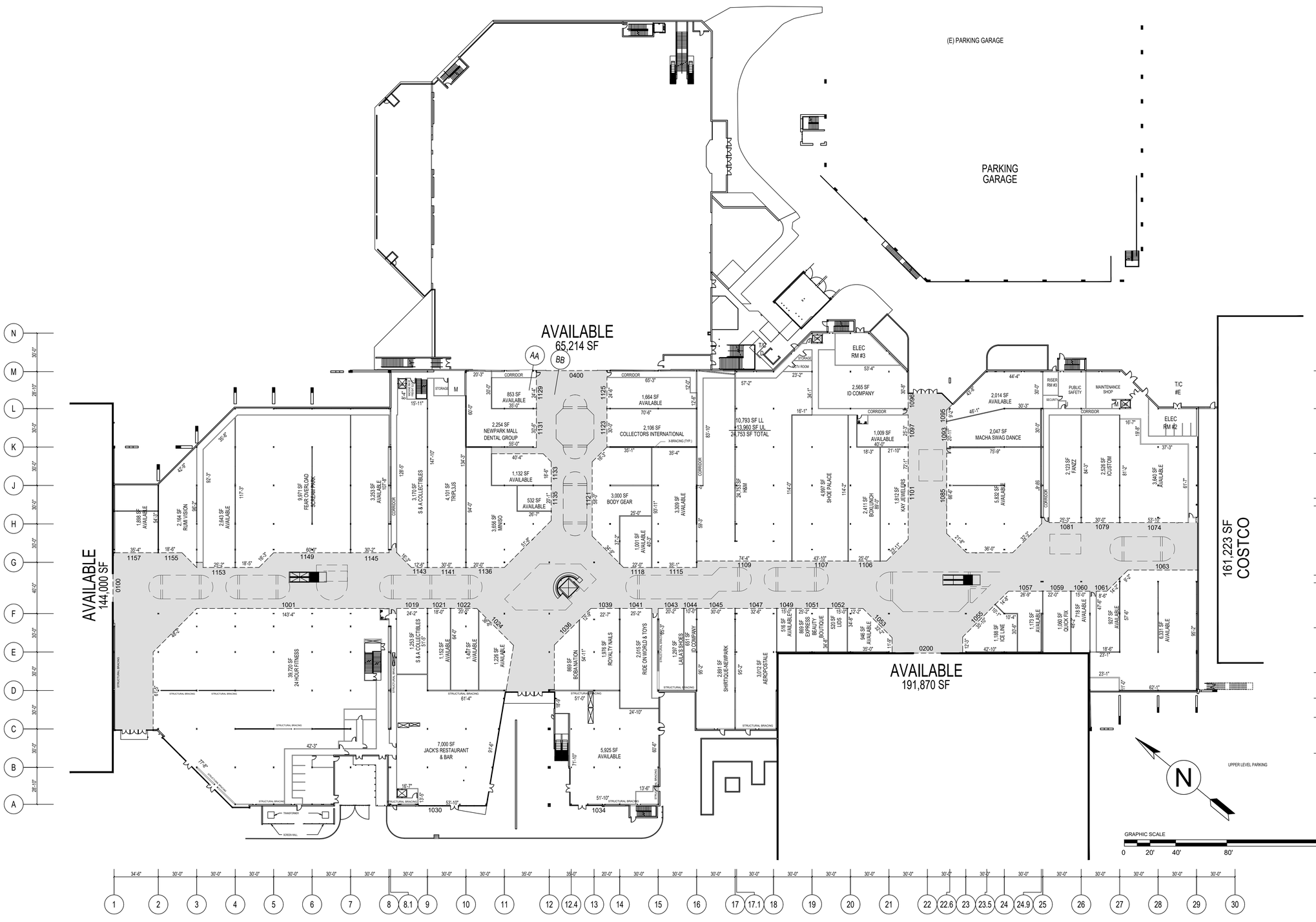
SITE PLAN

SHEET NO.

SP1

DATE: May 2025

S:\CAD CENTER\01. MALL PLANS\CALIFORNIA\NEWPARK MALL\SP-LP-MP PLANS\7758-SP1.dwg Last Updated:4/28/2025 Waddell, Kendra



Brookfield Properties

NEWPARK MALL

2086 NEWPARK MALL
NEWARK, CALIFORNIA 94560

TENANT NAMES SHOWN ON THIS PLAN REPRESENT LEASES WHICH ARE EXECUTED, OUT FOR SIGNATURE, OR IN NEGOTIATION. SPECIFIC NAMES, LOCATIONS, DIMENSION OF ANY STORE, ENTRANCE, OR IMPROVEMENT ARE SUBJECT TO CHANGE, MODIFICATION AND DELETION BY LANDLORD OR OTHER PARTIES, AND ARE NOT A REPRESENTATION OF, OR WARRANTY AS TO THE OPENING OR CONTINUED OPERATION OF ANY STORE NAMED OR DEPICTED ON THIS PLAN.

NOTWITHSTANDING THAT CERTAIN OF THE ELEMENTS, INCLUDING BUT NOT LIMITED TO THE TENANT NAMES, SHOWN ON THIS PLAN MAY BE INDICATED AS FUTURE OR PROPOSED, LANDLORD MAKES NO REPRESENTATION THAT THE FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALLS.

PROJECT NO: 7758
DRAWN BY: KW
© Brookfield Properties Retail Holding LLC

DESCRIPTION

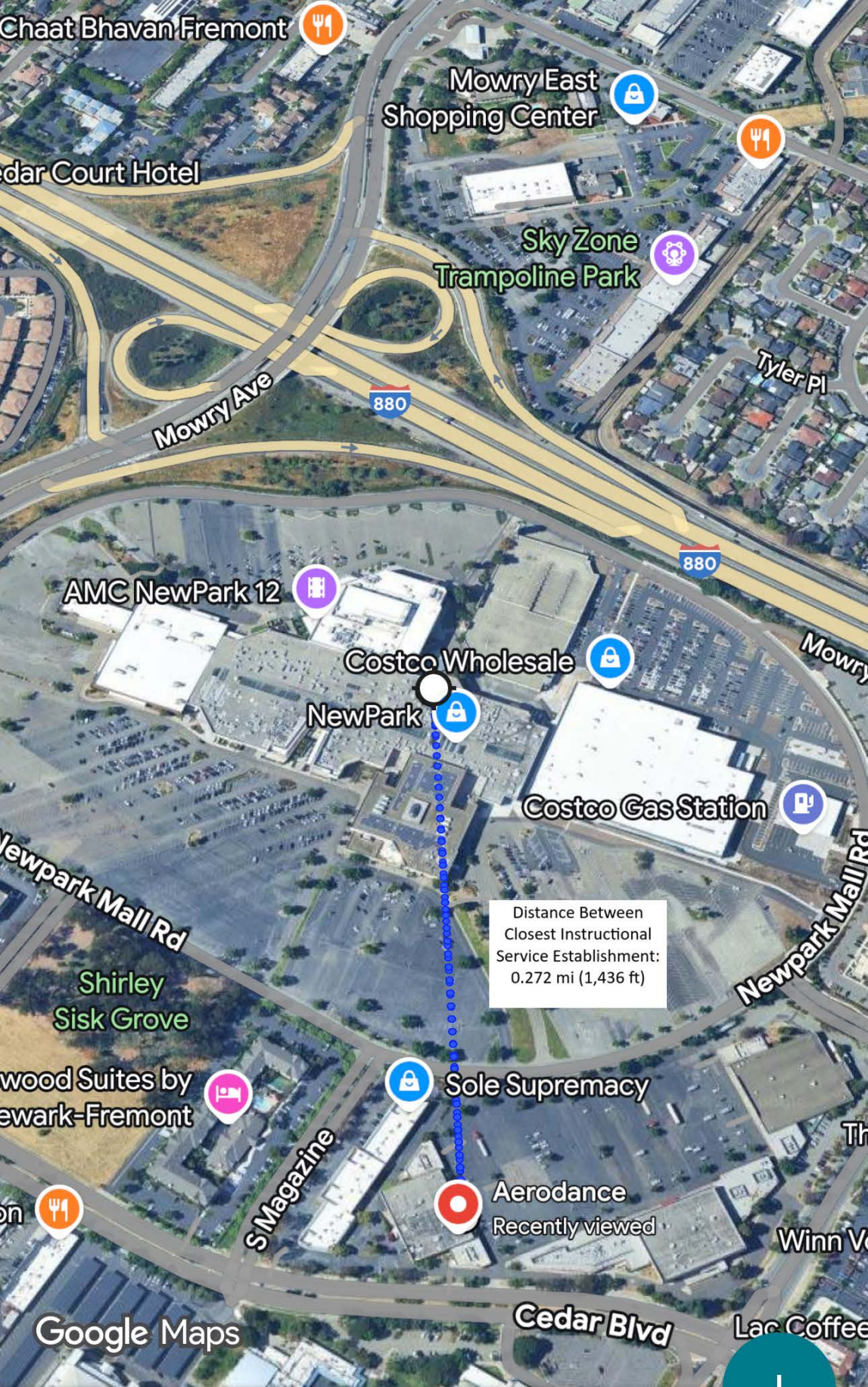
LEASE PLAN
LOWER LEVEL

SHEET NO.

LP1

DATE: May 2025

S:\CAD CENTER\01. MALL PLANS\CALIFORNIA\NEWPARK MALL\SP-LP-MP PLANS\7758-LP1.dwg Last Updated:5/1/2025 Waddell, Kendra


Chaat Bhavan Fremont
Mowry East Shopping Center
Sky Zone Trampoline Park
Tyler Pl
Mowry Ave
880
AMC NewPark 12
Costco Wholesale
NewPark
Costco Gas Station
Newpark Mall Rd
Distance Between Closest Instructional Service Establishment: 0.272 mi (1,436 ft)
Shirley Sisk Grove
Sole Supremacy
S Magazine
Aerodance
Recently viewed
Cedar Blvd
Google Maps

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AFFIRMING THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION TO APPROVE MUP2025-011, A MINOR USE PERMIT FOR INSTRUCTIONAL SERVICE USE AT 2086 NEWPARK MALL UNIT 1093 (APN: 901-111-25)

WHEREAS, Renukha Raj, (the "Applicant") submitted an application to the City for a Minor Use Permit for an instructional dance studio to be located at 2086 Newpark Mall, Unit 1093 (APN: 901-111-25) (the "Project"); and

WHEREAS, the property at 2086 Newpark Mall Unit 1093 (the "Project site") consists of an approximately 2,047-square-foot tenant space within NewPark Mall, is designated Regional Commercial under the General Plan, and is zoned RC: Regional Commercial with a NewPark Place Specific Plan Overlay District; and

WHEREAS, the Applicant and Property Owner seek a Minor Use Permit, which, pursuant to NMC §17.08.020, instructional service uses in the RC Zoning District require approval of a Minor Use Permit; and

WHEREAS, the Project was reviewed for compliance with all the following Minor Use Permit findings pursuant to NMC §17.35.060; and

WHEREAS, a California Environmental Quality Act (the "CEQA") analysis determined that the Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15301 because the Project involves the interior operation of a small business within an existing commercial building with no expansion of use; and

WHEREAS, the Community Development Director approved the Project, and a Notice of Action describing the approval of Minor Use Permit MUP2025-011 for the operation of Macha Swag Dance at 2086 NewPark Mall, Unit 1093, was provided to the Applicant, members of the City Council, and Planning Commission; and

WHEREAS, pursuant to NMC §17.31.100, a member of the City Council may call for review of a decision of the Director, Zoning Administrator, or Planning Commission; and

WHEREAS, Council Member Grindall called for a review of the Community Development Director's decision on the Project; and

WHEREAS, pursuant to NMC §17.31.060, a public hearing notice was published in The Tri City Voice on Augst 26, 2025 and mailed as required for a public hearing, and the City Council held a meeting on said application at 7:00 p.m. on September 11, 2025; and

WHEREAS, the City Council held a public hearing on September 11, 2025, and fully considered the Project, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing; and

WHEREAS, the City Council finds that the staff report, exemptions from CEQA, and standards for approval reflect the City's independent judgement and analysis of the Project; and

WHEREAS, the City Council finds that the Project conforms with the City's General Plan and Zoning Code for which are incorporated herein by reference and are available for review at City Hall during normal business hours and on the City's website; and

WHEREAS, the City Council finds that the Project satisfies the requisite findings of fact necessary for approval of the Minor Use Permit as further explained in the staff report and the findings of fact associated with this Resolution, as identified in "Exhibit A" attached to this Resolution.

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

Section 1. That the forgoing recitals are true and correct and made part of this Resolution.

Section 2. Based on independent review and analysis, the City Council finds that the Project qualifies for a Class 1 Categorical Exemption under CEQA Guidelines §15301 and is therefore exempt from further environmental review.

Section 3. That the City Council hereby makes the necessary findings and determinations required by the NMC to approve the requested Minor Use Permit for the Project, as further explained in the staff report and findings of fact for approval as set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4. Based on the findings and determinations, the City Council hereby approves MUP2025-011, a Minor Use Permit for Macha Swag Dance, an instructional dance studio at 2086 Newpark Mall, Unit 1093 (APN: 901-111-25), subject to the Conditions of Approval, as further set forth in "Exhibit B" attached hereto and incorporated herein by this reference.

This Resolution was introduced at the City of Newark City Council's September 11, 2025 regular meeting by Mayor _____, seconded by Council Member _____, and passed as follows:

AYES:

NOES:

ABSENT:

SECONDED:

Attachments
Exhibit A – Findings of Fact
Exhibit B – Conditions of Approval
Exhibit C – Project Narrative
Exhibit D – Project Plans

Exhibit A

FINDINGS OF FACT

MUP2024-001
2086 Newpark Mall Unit 1093
Alameda County Assessor's Parcel Number 901-111-25

Minor Use Permit Findings (NMC §17.35.060)

A. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this title [NMC Title 17] and all other titles of the Municipal Code.

The space at 2086 Newpark Mall unit 1093 is zoned RC: Regional Commercial with a NewPark Place Specific Plan Overlay District. The RC zoning district is intended to support large-scale shopping facilities that include a broad array of goods and services, including department stores, retail shops, restaurants, entertainment facilities, and similar uses that draw patrons from throughout Newark and the surrounding region.

The proposed use would be classified as an "instructional service" because it would offer fitness and dancing instruction centered on cultural practices, building community, confidence, and teaching artistic expression through dance. This is consistent with the definition of "instructional service" as set forth in NMC §17.45.020. Pursuant to NMC §17.08.020, an instructional service use is an allowed use with the approval of a Minor Use Permit.

The proposed use would be in compliance with the applicable provisions of Title 17 – Zoning. As noted in ***Exhibit B*** *of this Resolution, the proposed use is subject to conditions, including obtaining approval of a Business License, Sign Permit, and Building Permit(s).*

This finding can be made in the affirmative.

B. The proposed use is consistent with the general plan and any applicable specific plan.

The Project site has a General Plan Land Use designation of Regional Commercial. The Project will be consistent with the following General Plan policies:

- ***Policy LU-4.4 –*** *Greater NewPark Area. Modernize the Greater NewPark Area to create a vibrant regional retail location which provides urban amenities and gathering places. A mixture of higher density housing, office, hotel, entertainment, civic, and other uses should be encouraged, to the extent that these uses enhance regional retail as the primary use and assist in the area's revitalization.*

- ***Policy LU-9.****1 – Greater New Park Area Land Use Mix. Diversify the mix of uses in the NewPark Mall vicinity to sustain and expand its role as the premiere shopping and entertainment destination in Southern Alameda County.*

The Project site is also consistent with applicable policies in the NewPark Place Specific Plan, including:

- ***Policy LU-12*** *– A Retail Sub Plan is required for…(3) a program for addressing large expanses of blank building walls along "Street A" such as those at Macy's and 24 Hour Fitness, through the addition of external street facing retail, landscape screening, retail kiosks, and public art. The retail sub plan will include how all retail is phased, including the development of each of the new mixed-use blocks. The plan will demonstrate a mix of complementary, vibrant, high quality retail, restaurant and entertainment uses, that create a destination retail district, for the existing interior retail spaces (anchors and in-line spaces), and the proposed exterior spaces (new retail street). Ground floor street retail, including Blocks A, A-3, B-1, B-2, shall be subject to the retail sub plan tenanting plan to define tenanting priorities and tenanting phasing and which demonstrates that a mix of complementary, vibrant, high-quality retail, restaurant, and entertainment uses can and will be provided.*

- ***Policy LU-19*** *– The Retail Sub Plan can consider interim uses with limited lease terms including tenant types, and estimated dates of retail space delivery and tenant openings.*

This finding can be made in the affirmative.

C. The proposed use will not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements.

The proposed use would occupy an approximately 2,047-square-foot tenant space at 2086 Newpark Mall, Unit 1093. It would operate Monday through Friday from 5:00 p.m. to 9:00 p.m. and Saturday through Sunday from 10:00 a.m. to 6:00 p.m.

Apart from installing a mirror wall inside the space, no *interior or exterior improvements to the existing building would be proposed. The proposed use would offer is instructional dancing centered on a variety of traditional and modern Indian dance styles. The use would not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements. It will be compatible with the existing retail and entertainment uses within the NewPark Mall.*

This finding can be made in the affirmative.

D. Tax revenue generated by the development will exceed the City's cost of the service demand as a result of the development or a compelling community benefit will be provided.

The proposed use will not materially impact the City's tax revenue, nor will it strain City services.

This finding can be made in the affirmative.

E. The proposed use complies with any design or development standards applicable to the zoning district or the use in question unless waived or modified pursuant to the provisions of this title [NMC Title 17].

The project proposes a mirror wall inside the space. No exterior improvements to the existing building would be proposed. The proposed instructional service is an allowed use with the approval of a Minor Use Permit under the Regional Commercial Zoning District. The proposed use is subject to the applicable provisions of Title 17 – Zoning, including maintaining the required minimum 300-foot separation between two instructional services and complying with the minimum required number of on-site parking spaces.

There are no other instructional service uses nearby. The closest instructional service use from Macha Swag Dance is Aerodance, a dance school located approximately 1,436 feet away. Therefore, the proposed use meets the separation requirement.

Regarding the minimum required number of on-site parking spaces for the proposed use, A 2021 Parking Sub-Master Plan study conducted as part of the NewPark Place Specific Plan found that NewPark Mall provides a total of 7,499 existing parking spaces. Based on the specific plan's parking requirements, approximately 5,607 spaces are needed to accommodate the existing land uses, leaving a surplus of 1,892 parking stalls. The NewPark Mall currently has a sufficient number of parking spaces. The applicant has provided a parking plan that identifies vehicle parking areas that employees and customers of the proposed use would utilize. Based on this analysis, the shopping center would have adequate parking for the existing and proposed businesses.

Overall, the proposed use would comply with the development standards applicable to the zoning district.

This finding can be made in the affirmative.

F. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses in the vicinity.

The proposed use does not interfere with operations and businesses in this zone. Additionally, as an allowed use with the approval of a Minor Use Permit, the proposed use does not deviate from the intent of the district's development standards. Therefore, the design, location, size, and operating characteristics of the proposed use are compatible with the existing and foreseeable future land uses in the vicinity.

This finding can be made in the affirmative.

G. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed project does not propose an expansion to the existing building, nor does it

propose a high-intensity use. The existing building has access to all utilities and given that the parking demands are met, no physical improvements are needed to approve the proposed use. The suites within the same building are expected to continue as retail uses.

This finding can be made in the affirmative.

California Environmental Quality Act (CEQA) Categorical Exemption Findings

Class 1, Existing Facilities, Categorical Exemption is appropriate for the Project, according to California Environmental Quality Act (CEQA) provisions. Per CEQA §15301(e)(1), additional environmental review is not required because the Project involves the interior operation of a small business within an existing commercial building with no expansion of use.

Exhibit B

CONDITIONS OF APPROVAL

MUP2025-011
2086 Newpark Mall Unit 1093
Alameda County Assessor's Parcel Number 901-111-25

Planning Division

1. This approval allows for Macha Swag Dance, an instructional service use of an Indian dance instructional studio located at 2086 Newpark Mall Unit 1093. The hours of operation would be Monday through Friday from 5:00 pm to 9:00 pm and Saturday through Sunday from 10:00 a.m. to 6:00 p.m.

2. Prior to commencing business activity, the operator of the subject facility shall obtain any and all necessary federal, state, or county approvals. Failure to obtain the necessary approvals shall make the subject Minor Use Permit null and void.

3. Prior to the installation of any signage for the proposed facility, the property owner and/or applicant shall submit a Sign Permit Application to the Planning Division for review and approval. Signage shall comply with Chapter 17.25 – Signage Standards.

4. All project conditions of approval shall be printed on the building permit plans, as applicable.

5. All conditions of approval for this project shall be posted at the site, distributed to construction personnel, and available for employees during hours of operation.

6. Prior to commencing business activity, the operator of the subject site shall obtain a Business License with the City of Newark.

7. A building permit shall be required prior to the construction of the proposed improvements.

8. The proposed project shall conform to all requirements in the Newark Zoning Ordinance.

9. There shall be no sale and consumption of alcoholic beverages allowed.

10. If any complaint regarding parking, on-site circulation and/or traffic is received, a parking, on-site circulation and/or traffic analysis shall be prepared at the discretion of the Community Development Director and the cost of the applicant. The applicant shall mitigate any problems identified by the parking, on-site circulation and/or traffic study. If the applicant does not mitigate these problems, the Minor Use Permit may be revoked.

11. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis.

12. The City of Newark and its agents, officers, and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers, and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.

13. The Community Development Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

14. The Community Development Director shall have the right to modify or terminate this Minor Use Permit at any time if any of the terms of such permit or the conditions of approval for said permit are violated, or for other good cause deemed necessary to maintain or improve the public right-of-way or to preserve and protect the health, safety, and welfare of the public.

15. Approval of this use permit shall supersede and revoke any previous approval at this location.

16. Approval of this use permit shall be revoked if the Applicant does not meet the conditions of approval.

17. Per NMC §17.31.130, any permit granted under NMC Title 17 - Zoning, shall automatically expire if it is not exercised or extended within two years of its approval, unless a different time period is specified.

Building Inspection Division

1. Building Permits required for the interior modifications to the suite.

Alameda County Fire Department

1. Please submit the fire sprinkler and fire alarm plans to the Fire Department for review and approval if there are any modifications to the systems. Fire extinguisher(s) may be required.

2. Fire extinguishers must be clearly visible and free from obstructions. Signage should be displayed to indicate the locations of the fire extinguishers. Each extinguisher should cover a maximum area of 3,000 square feet, with a maximum travel distance of 75 feet to reach the nearest extinguisher. The fire inspector may require additional extinguishers as needed.

3. Fire extinguishers must have a minimum classification of 2A 10BC. Extinguishers weighing 40 pounds or less should be mounted at a maximum height of 5 feet from the floor to the top of the extinguisher. Monthly inspections are required, and all extinguishers must be serviced annually by a licensed professional.

4. Exit signs must be clearly visible and illuminated by emergency lighting when the building is occupied. All exit door hardware must be easily operable without requiring additional effort.

5. The project must comply with all applicable building and fire code requirements in effect at the time of building permit submittal.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK OVERTURNING THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION OF APPROVAL THEREBY DENYING MUP2025-011, A MINOR USE PERMIT FOR INSTRUCTIONAL SERVICE USE AT 2086 NEWPARK MALL UNIT 1093 (APN: 901-111-25)

WHEREAS, Renukha Raj, (the "Applicant") submitted an application to the City for a Minor Use Permit for an instructional dance academy to be located at 2086 Newpark Mall, Unit 1093 (APN: 901-111-25) (the "Project"); and

WHEREAS, the property at 2086 Newpark Mall Unit 1093 (the "Project site") consists of an approximately 2,047-square-foot tenant space within NewPark Mall, is designated Regional Commercial under the General Plan, and is zoned RC: Regional Commercial with a NewPark Place Specific Plan Overlay District; and

WHEREAS, the Applicant and Property Owner seek a Minor Use Permit, which, pursuant to NMC §17.08.020, instructional service uses in the RC Zoning District requires approval of a Minor Use Permit; and

WHEREAS, the Project was reviewed for compliance to meet all the following Minor Use Permit findings pursuant to NMC §17.35.060; and

WHEREAS, a California Environmental Quality Act (the "CEQA") analysis determined that the Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15301 because the Project involves the interior operation of a small business within an existing commercial building with no expansion of use; and

WHEREAS, the Community Development Director approved the Project, and a Notice of Action describing the approval of Minor Use Permit MUP2025-011 for the operation of Macha Swag Dance at 2086 NewPark Mall, Unit 1093, was provided to the Applicant, members of the City Council and Planning Commission; and

WHEREAS, pursuant to NMC §17.31.100, a member of the City Council may call for review of a decision of the Director, Zoning Administrator, or Planning Commission; and

WHEREAS, Council Member Grindall called for a review of the Community Development Director's decision on the Project; and

WHEREAS, pursuant to NMC §17.31.060, a public hearing notice was published in The Tri City Voice on Augst 26, 2025 and mailed as required for a public hearing, and the City Council held a meeting on said application at 7:00 p.m. on September 11, 2025; and

WHEREAS, the City Council held a public hearing on September 11, 2025, and fully considered the Project, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing; and

WHEREAS, the City Council has determined that it cannot make the required findings pursuant to the Minor Use Permit findings specified in NMC §17.35.060 as further explained in the findings of fact associated with this Resolution, as identified in "Exhibit A" attached to this Resolution.

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

Section 1. That the forgoing recitals are true and correct and made part of this Resolution.

Section 2. That the City Council cannot make the necessary findings and determinations required by the NMC to approve the requested Minor Use Permit for the Project, as further set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 3. Based on the findings and determinations, the City Council hereby overturns the Community Development Director's approval of the Project and denies MUP2025-011, a Minor Use Permit for an instructional dance academy to be located at 2086 Newpark Mall, Unit 1093 (APN: 901-111-25).

This Resolution was introduced at the City of Newark City Council's September 11, 2025 regular meeting by Mayor _____, seconded by Council Member _____, and passed as follows:

AYES:

NOES:

ABSENT:

SECONDED:

Attachments
Exhibit A – Findings of Fact
Exhibit B – Project Narrative
Exhibit C – Project Plans

Exhibit A

FINDINGS OF FACT

MUP2024-001
2086 Newpark Mall Unit 1093
Alameda County Assessor's Parcel Number 901-111-25

Minor Use Permit Findings (NMC §17.35.060)

A. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this title [NMC Title 17] and all other titles of the Municipal Code.

B. The proposed use is consistent with the general plan and any applicable specific plan.

C. The proposed use will not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements.

D. Tax revenue generated by the development will exceed the City's cost of the service demand as a result of the development or a compelling community benefit will be provided.

E. The proposed use complies with any design or development standards applicable to the zoning district or the use in question unless waived or modified pursuant to the provisions of this title [NMC Title 17].

F. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses in the vicinity.

G. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.



Macha Swag Dance
(MUP2025-011)

September 11, 2025
City Council Meeting
Yvonne Huynh, Assistant Planner

Agenda

1. Summary of Events
2. Call for Review
3. Project Background and Overview
4. California Environmental Quality Act (CEQA) Exemption
5. Fiscal Impact
6. Findings of Fact
7. Staff Recommendation
8. Questions

Summary of Events

- The applicant, Renukha Raj submitted an application for a Minor Use Permit to allow for the operation of Macha Swag Dance, an instructional service use, at 2086 Newpark Mall Unit 1093 . The use requires the approval of a Minor Use Permit pursuant to Newark Municipal Code (NMC) §17.08.020.

- On July 22, 2025, the Community Development Director approved the Project based upon the findings and subject to conditions of approval detailed in the Notice of Action.

Summary of Events

- Notice of Action describing the Community Development Director's decision was distributed which includes the members of the City Council. The Notice of Action included procedures for a Call for Review of the decision.

- Staff received a request for a Call for Review of the Director's decision to approve the Minor Use Permit.

Call for Review

- Pursuant to NMC §17.31.100, a member of the City Council may submit a "Call for Review" of a decision of the Community Development Director, Zoning Administrator, or Planning Commission.

- Such call for review shall not require any statement of reasons and shall not represent opposition to or support of a decision, application, or appeal.

- The call for review shall be processed in the same manner as an appeal by any other person.

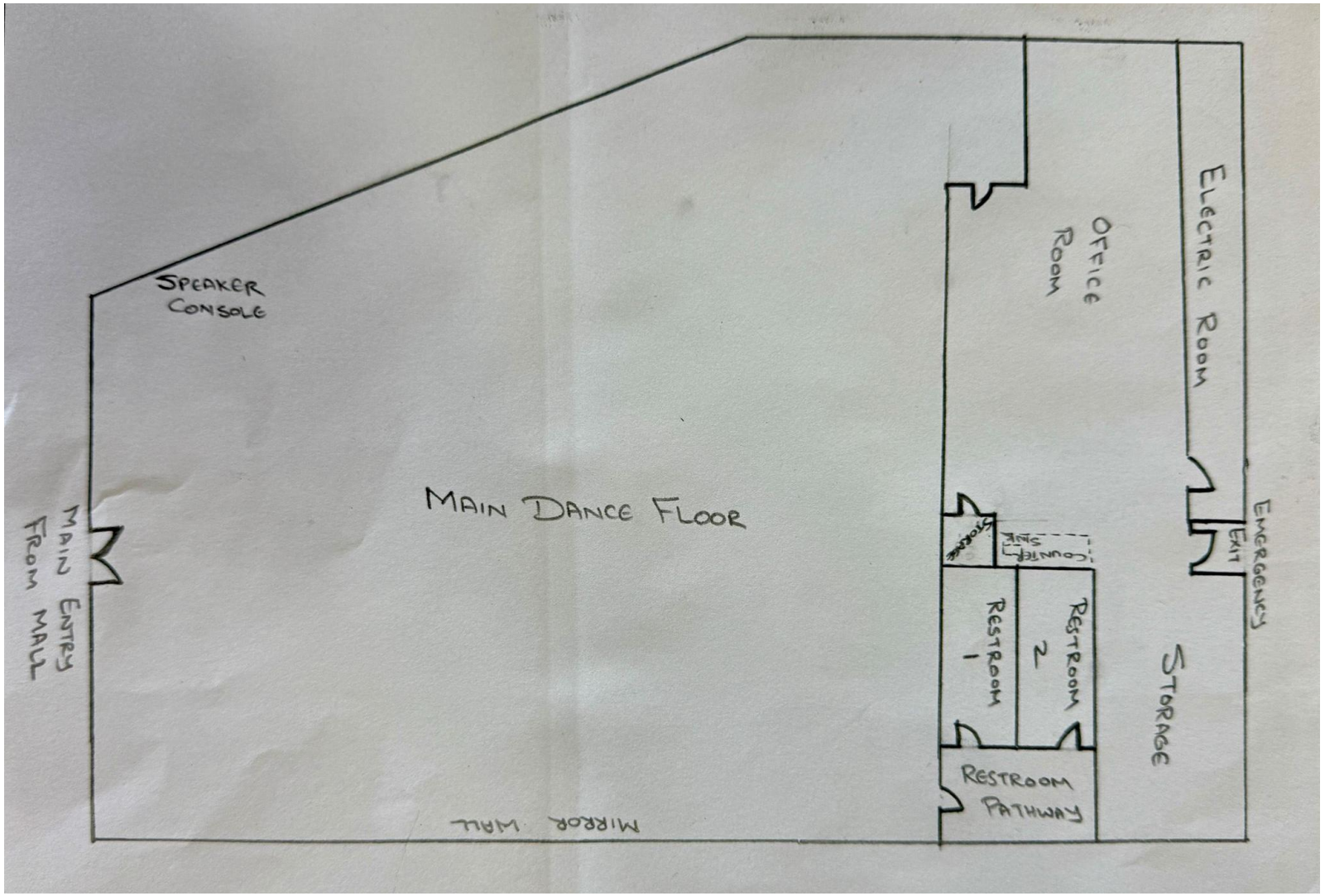
Project Overview – Applicant Information

- Applicant: Renukha Raj from Macha Swag Dance
- Location: NewPark Mall at 2086 Newpark Mall, Suite #1093
- Property Owner: NewPark Mall, LP
- Entitlement Requested: Minor Use Permit
- Project Description: Community-centered dance school specializing in Indian dance and movement arts

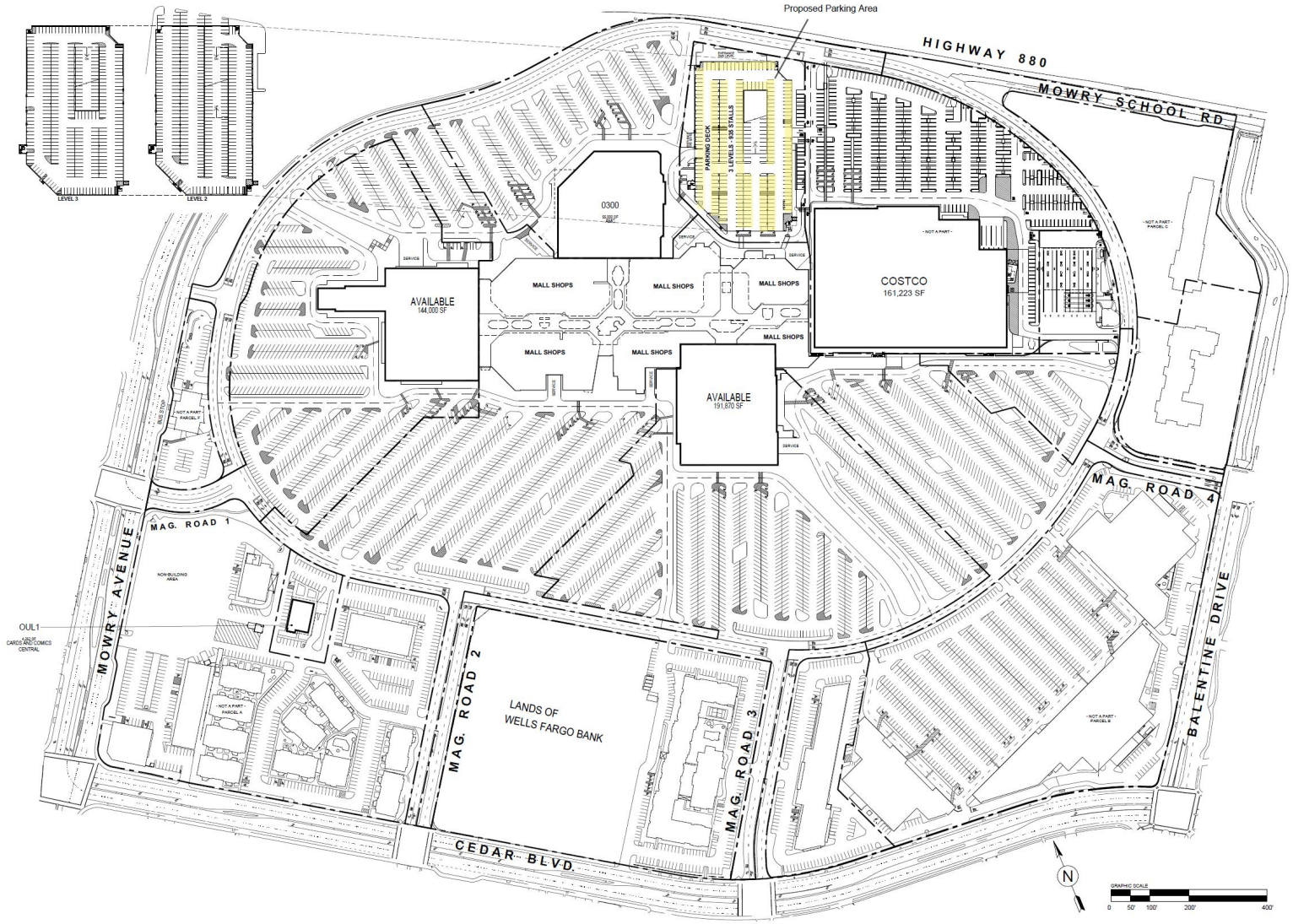
Project Overview – Site Information



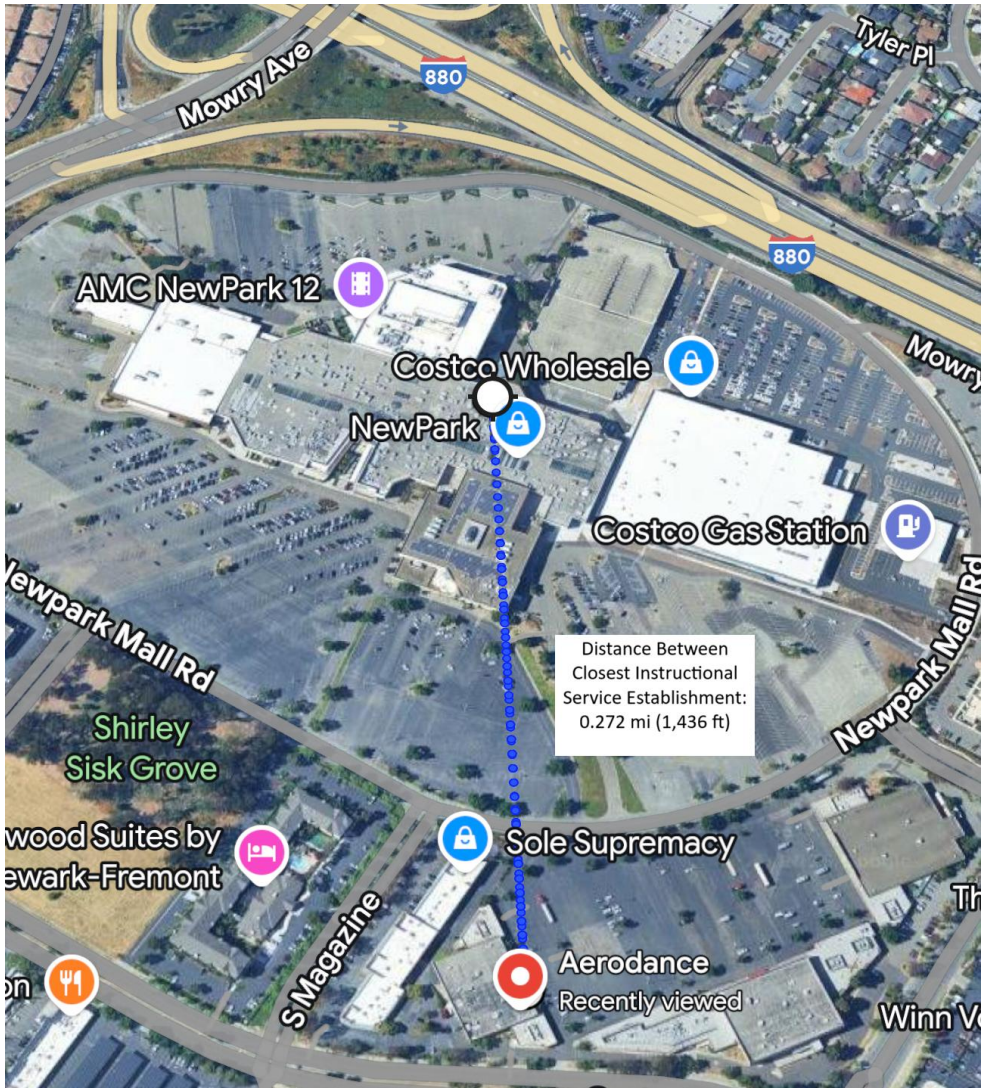
Project Overview – Floor Plan



Project Overview – Site Plan



Project Overview – Minimum Separation



CEQA Exemption

Categorically exempt from CEQA pursuant to:

- CEQA Guidelines, Article 19, §15301 for Existing Facilities that involve minor alterations and negligible expansion of use; and

Fiscal Impact

- The proposed use will not materially impact the City's tax revenue, nor will it additionally strain City services.

- Therefore, there will be no fiscal impact associated with this action.

Findings of Fact

- The Project must meet Minor Use Permit Findings(NMC §17.35.060).
- The inability to make one or more of the criteria and findings is grounds for denial.
- The Project will be consistent with many of Newark's General Plan policies including:
  - ***Policy LU-4.4 –*** *Greater NewPark Area. Modernize the Greater NewPark Area to create a vibrant regional retail location which provides urban amenities and gathering places. A mixture of higher density housing, office, hotel, entertainment, civic, and other uses should be encouraged, to the extent that these uses enhance regional retail as the primary use and assist in the area's revitalization.*
  - ***Policy LU-9.****1 – Greater New Park Area Land Use Mix. Diversify the mix of uses in the NewPark Mall vicinity to sustain and expand its role as the premiere shopping and entertainment destination in Southern Alameda County.*

Staff Recommendation

- Staff recommends that the City Council consider one of the following actions:
  - Affirm the Planning Commission's decision to adopt the Resolution without any modifications to project approvals;
  - Affirm the Planning Commission's decision to adopt the Resolution with changes to the Project, the required findings of fact, and/or the conditions of approval; or
  - Reject the Planning Commission's decision; thereby, denying the Project based on an inability to make the necessary findings for approval.

Staff Recommendation

- If the City Council determines that the entitlement findings cannot be made and decides to overturn the decision of the Planning Commission:
  - A statement shall be made specifically identifying the denial findings as outlined in Attachment 5.

Questions

Questions

STAFF REPORT
Item E. 2.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Yama Homayoun, Acting Lieutenant
SUBJECT	Public Hearing and Introduce By Title Only an Ordinance Approving and Re-Adopting a Military Equipment Use Policy as Stated in Chapter 2.50, “Military Equipment Use Policy” to Title 2. "Administration and Personnel" of the Newark Municipal Code in Compliance with Assembly Bill 481

SUMMARY AND RECOMMENDATION

Assembly Bill (AB) 481 requires the Newark Police Department (NPD) to seek City Council approval by ordinance prior to funding, acquiring, or using equipment defined by the law as, “Military Equipment.” This report outlines staff’s work in complying with AB 481 and includes staff’s recommendation to conduct a public hearing to receive input on the current military equipment policy and waive full reading and introduce by title an ordinance renewing Newark Municipal Code Chapter 2.50, “Military Equipment Use Policy.” The 2024 Annual Military Equipment Use Report demonstrates compliance with all requirements set forth in AB 481 and no changes to the policy are recommended.

Staff recommends that the City Council conduct a public hearing to receive input on the current military equipment policy, waive full reading and introduce by title only an ordinance re-adopting Newark Municipal Code Chapter 2.50, “Military Equipment Use Policy.”

BACKGROUND

On September 30, 2021, Governor Gavin Newsom signed into law AB 481, relating to the use of military equipment by law enforcement agencies, codified in California Government Code sections 7070 through 7075. The law requires law enforcement agencies to obtain annual approval from their applicable governing body on any “Military Equipment Use Policy.” The item must be heard during a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

The term, “Military equipment,” as used in Government Code section 7070, does not necessarily indicate equipment that has been used by the military or purchased from the Federal government and the definition includes, but is not limited to, unmanned

aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, and noise flash diversionary devices. AB 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specific determinations.

Last year, on June 27, 2024, after a duly noticed public hearing, the City Council readopted, by ordinance, the Newark Police Department Military Equipment Use Policy.

DISCUSSION/ANALYSIS

NPD is in possession of equipment that qualifies as “Military equipment” under AB 481, but does not currently receive or utilize surplus military equipment, does not possess any equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use. NPD does not currently participate in the Law Enforcement Support Officer (LESO) 10-33 program - a Federal program that takes surplus military equipment and transfers them to local law enforcement agencies.

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

AB 481 requires any proposed or final Military Equipment Use Policy to be made publicly available on the City's website for as long as the Military Equipment is available for use. Staff posted the City Council-reviewed and approved Military Equipment Policy (709) on the City's website back in 2022.

To comply with the review and approval of the Military Equipment Policy governed by AB 481, Newark Municipal Code Ordinance Chapter 2.50, Military Equipment Use Policy, requires that NPD shall submit an Annual Military Equipment Use Report to the City Council, containing information required in Government Code Section 7072, and City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval. The proposed ordinance relies on the state law definition of Military Equipment. The ordinance requires that the City Council review this ordinance and vote on whether to renew it and NPD Policy 709, on an annual basis at a regular meeting to satisfy the requirements of Government Code 7070(d).

The 2024 Annual Military Equipment Use Report and Qualifying Equipment Inventory was posted on the City's website on August 5, 2025. As required per Government Code Section 7072, within 30 days of the report’s publication, a community engagement meeting was held on August 13, 2025, at the Newark Police Department. The community engagement meeting was held to discuss and allow the public to ask questions about the 2024 Annual Military Equipment Use Report and Qualifying

Equipment Inventory funding, acquisition, and use. Overall, community members were interested in learning about the various equipment and asked questions primarily about functionality.

Given the inherently unpredictable nature of providing for public safety, it is critically important that NPD maintain the ability to acquire and utilize equipment that could prove essential to emergency operations, even if that equipment has not previously been included in the approved Military Equipment Policy. In exigent circumstances, it is not feasible to convene City Council meetings to seek advance approval for the use of equipment that is needed to carry out critical operations. Therefore, the ordinance also includes a section establishing the parameters for use of Military Equipment that is not included in the approved Military Equipment Use Policy in exigent circumstances. (This information is contained in Section 709.7 on pages 3 and 4 of the attached policy.)

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

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

NPD anticipates the exploration of replacing the current UAS fleet, which is nearing the end of its service life due to aging hardware and limited battery availability. The department intends to consider newer generation models with advanced capabilities, including Forward Looking Infrared (FLIR) technology, to enhance nighttime operations and improve situational awareness in low-light conditions. Additionally, NPD anticipates the potential purchase of one (1) UAS designed specifically for indoor and confined space operations where traditional UAS are ineffective due to GPS signal loss or restricted maneuverability. Pending external grant funding, the department is also exploring a Drone as a First Responder (DFR) program. If implemented, this program would allow for pre-positioned autonomous drone launches to respond to high-priority calls, thereby enhancing officer safety and overall response efficiency.

NPD also anticipates the acquisition of a new ARV in the coming year, as the current vehicle is reaching the latter stages of its expected service life and may soon require replacement to maintain reliability and operational readiness.

In the coming year, the department anticipates replacing thirty (30) patrol rifles and acquiring an additional ten (10) rifles to support operational needs. Additionally, NPD intends to replace six (6) M4-style platform automatic rifles, as the current in-service units have exceeded their expected service life.

Future attempts to obtain the above-listed equipment or any additional types of military equipment not expressly provided herein will adhere to procedures set forth in the Government Code and the department's Military Equipment policy; this includes a public hearing for City Council approval prior to acquisition.

FISCAL IMPACT

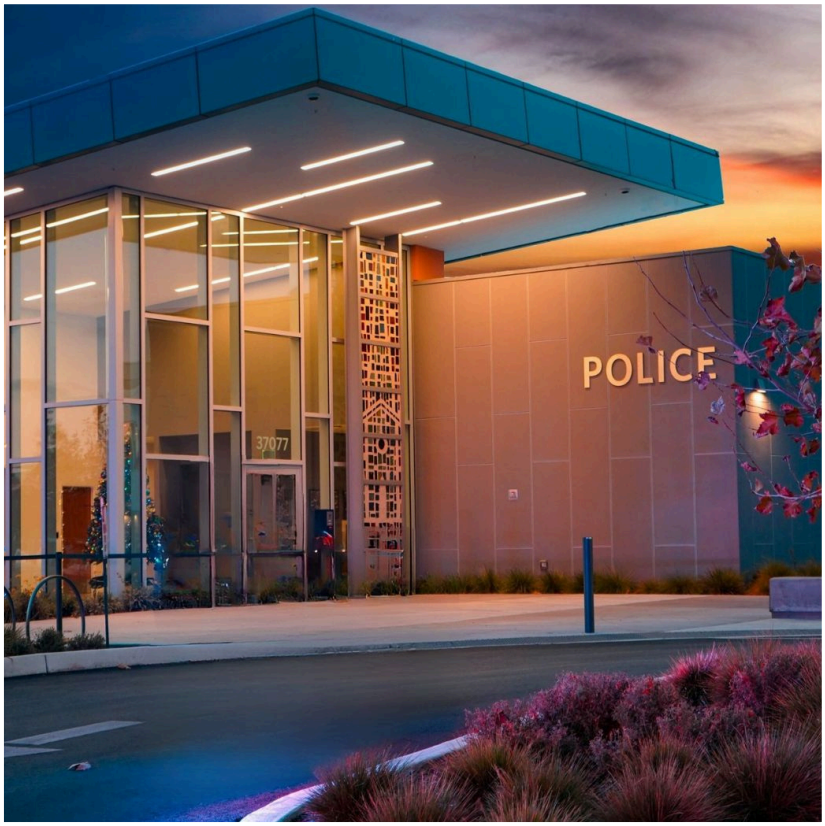
No significant fiscal impacts are anticipated other than additional staff time to prepare and present future items in compliance with AB 481.

REVIEW AND APPROVAL

Prepared by - Yama Homayoun, Acting Police Lieutenant
Reviewed by - Jonathan Arguello, Chief of Police
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

2024 Annual Military Equipment Use Report
NPD Policy 709
AB 481 Renewal Ordinance
Ordinance No. 549
Slides - Military Equipment Use - AB 481



2024

Newark Police Department

Annual Military Equipment Use Report

January 01, 2024 through December 31, 2024

TABLE OF CONTENTS

Our Mission, Vision, & Values 3

Introduction 4

Assembly Bill 481 6

Public Comment 7

Summary & Quantity of Military Equipment 8

Military Equipment Usage 11

Complaints & Audits 14

Training Summary 15

Equipment Costs 16

Conclusion 17

Our Mission, Vision, & Values

MISSION

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

VISION

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

VALUES

The Newark Police Department is entrusted to perform a critical community service – Law Enforcement. As members of the Newark Police Department, we understand that our decisions and actions must meet the most demanding ethical standards. We shall commit to the highest levels of personal and professional conduct by adhering to these five core values:

- **Honor**
- **Integrity**
- **Professionalism**
- **Commitment**
- **Leadership**

Introduction



In accordance with California Assembly Bill (AB) 481 and Government Code sections 7070 through 7072, the Newark Police Department (NPD) is committed to transparency, accountability, and community involvement in matters related to the acquisition and use of equipment defined as, “Military equipment.”

The use of certain law enforcement equipment can have significant implications for public safety and community trust. Therefore, the public has the right to be informed and to participate in decisions regarding the funding, acquisition, and deployment of such equipment by NPD.

Pursuant to Government Code section 7070(c), NPD currently possesses equipment classified under state law as, “Military equipment.” However, NPD does **not** own equipment acquired directly from the military, nor does it possess equipment specifically designed for military use. NPD does **not** participate in the federal Law Enforcement Support Office (LESO) 1033 Program, and it does **not** receive or utilize surplus military equipment from the federal government.

Introduction

(Continued)

NPD's policy is to acquire and utilize equipment that supports its mission to safeguard public safety and welfare, ensuring that all tools and technologies are used responsibly and in alignment with legal and ethical standards.

In compliance with AB 481 and NPD Military Equipment Policy 709, NPD publishes an **Annual Military Equipment Usage Report**. This report provides the public with comprehensive information as required by Government Code section 7072, including:

- A summary of how each type of military equipment was used and the specific purposes of such use.
- A summary of any public complaints or concerns related to military equipment.
- Findings from internal audits or reviews of compliance with the military equipment use policy, including any violations and corrective actions taken.
- The total annual cost associated with each type of military equipment, including funding sources for the upcoming calendar year.
- The quantity of each type of military equipment currently in NPD's possession.
- Plans to acquire additional military equipment in the next year, including the types and quantities of equipment sought.

NPD remains dedicated to building trust through transparency and encourages community members to review the Annual Report and participate in public meetings related to the deployment of military equipment.

Assembly Bill 481

On September 30, 2021, Governor Gavin Newsom signed AB 481 into law, establishing requirements for law enforcement agencies regarding the acquisition and use of military equipment. Effective January 01, 2022, the law mandates that agencies must obtain approval from their governing body, such as the City Council, through the adoption of a military equipment use policy by ordinance.

Before funding, acquiring, or deploying military equipment, NPD must present its proposed policy at a regular, open City Council meeting for review and approval. The City Council may only authorize such actions if it determines that the equipment meets specific standards outlined in the legislation, including considerations for community safety, civil liberties, and necessities.

The ordinance is subject to an annual review by the City Council, based on an Annual Military Equipment Use Report submitted by the Department. Following this review, the Council may choose to renew the ordinance, disapprove certain items of equipment, or require modifications to the policy in response to any findings of non-compliance or community concern.

AB 481 also requires the Department to publish both the Military Equipment Use Policy and the Annual Military Equipment Use Report on its publicly accessible website. The proposed use policy must be posted at least 30 days prior to the City Council meeting at which it will be considered, ensuring transparency and allowing for public review and input.

Public Comment

NPD is committed to upholding the public's safety, welfare, civil rights, and civil liberties. As part of our ongoing dedication to transparency and community engagement, we place great value on public input regarding the use of military equipment in our community.

To foster open dialogue, the Department will host a community engagement meeting that is both well-publicized and conveniently located. This meeting will provide residents with the opportunity to ask questions, share feedback, and discuss the contents of the Annual Military Equipment Use Report.

The meeting will be held within 30 days of the report's publication on the Department's official website.



Summary & Quantity of Military Equipment

The following is a list of equipment currently in use by NPD that meets the statutory definition of military equipment as outlined in California law:

Unmanned Aircraft Systems (UAS/Drones)

Current Quantity: Four (4)

Anticipated Purchase(s): The current UAS fleet is nearing the end of its service life due to aging hardware and limited battery availability. Department staff anticipates the exploration of replacing these units with progressive, newer generation models featuring advanced capabilities, including Forward Looking Infrared (FLIR) technology to support nighttime operations and improve situational awareness in low-light conditions. Additionally, an anticipated purchase of one (1) UAS designed for indoor and confined space operations, particularly environments where traditional UAS are ineffective due to GPS signal loss or restricted maneuverability.

Pending potential external grant funding, the Department is also exploring a Drone as a First Responder (DFR) program. If implemented, this initiative would allow for pre-positioned autonomous drone launches to high-priority calls, enhancing officer safety and public response efficiency.

Robotex Avatar III and Robotex Avatar II (Robots)

Current Quantity: One (1) Robotex Avatar III and one (1) Robotex Avatar II

Anticipated Purchase(s): At this time, there are no anticipated purchases planned for the upcoming year.

Lenco Armored Rescue Vehicle (ARV)

Current Quantity: One (1)

Anticipated Purchase(s): There is an anticipated purchase in the coming year of a new ARV, as the current unit is reaching the latter stages of its expected service life and may soon require replacement to maintain reliability and operational readiness.

Mobile Command Vehicle (MCV)

Current Quantity: One (1)

Anticipated Purchase(s): At this time, there are no anticipated purchases planned for the upcoming year.

Summary & Quantity of Military Equipment (Continued)

Colt AR-15 (Patrol Rifles)

Current Quantity: Thirty (30)

Anticipated Purchase(s): In the coming year, the Department anticipates replacing the current thirty (30) Patrol Rifles and acquiring an additional ten (10) rifles to support operational needs.

M4 Style Platform Automatic Rifle

Current Quantity: Fifteen (15)

Anticipated Purchase(s): There is an anticipated purchase of six (6) replacement M4 Style Platform Automatic Rifles, as the current units have exceeded their expected service life.

Compact Heckler Koch Submachine Gun

Current Quantity: Seven (7)

Anticipated Purchase(s): At this time, there are no anticipated purchases planned for the upcoming year.

.308 Bolt Action Rifle - Accuracy International AE & Ammunition

Current Quantity: Two (2)

Anticipated Purchase(s): At this time, there are no anticipated purchases planned for the upcoming year.

CS Gas Systems

Current Quantity:

- Twenty (20) CTS Irritant Munitions 5230B – CS Baffled Canister Grenade
- Thirty (30) CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile
- Twelve (12) CTS Irritant Munitions 9430 – CS Tear Ball Grenade
- Twelve (12) CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister
- Twelve (12) CTS Irritant Munitions 6230 – CS Canister Grenade
- Twenty-Five (25) CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder

Anticipated Purchase(s): At this time, there are no anticipated purchases planned for the upcoming year.

Summary & Quantity of Military Equipment (Continued)

CTS 7290 - Noise Flash Diversionary Device (NFDD)

Current Quantity: Forty-Three (43)

Anticipated Purchase(s): There is an anticipated purchase of twelve (12) additional flashbangs in the coming year to replenish existing inventory.

Pepperball TAC-SF Launcher

Current Quantity: Three (3)

Anticipated Purchase(s): At this time, there are no anticipated purchases planned for the upcoming year.

LMT Defense 40mm Launcher with 40mm Kinetic Energy Projectiles

Current Quantity:

- Twenty-Eight (28) Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock;
- One Hundred and Eighty (180) Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round

Anticipated Purchase(s): There is an anticipated purchase in the coming year of approximately three dozen (36) Exact Impact 40mm Standard Range Sponge Rounds due to the upcoming expiration of existing inventory. This product has a defined shelf life and requires regular replenishment to ensure availability and effectiveness.

Please note that the numerical inventory of military equipment may vary over time due to several factors. These include operational use, equipment wear and tear, training demands, routine maintenance, and replacement based on expiration or replenishment schedules.

NPD is committed to transparency and accuracy, and strives to provide the most current and reliable inventory information available at the time of this report's publication.

Military Equipment Usage

This section provides a summary of the operational use of military equipment by NPD during the reporting period of January 01, 2024, through December 31, 2024.

While certain items, particularly consumable equipment such as ammunition, diversionary devices, pepper balls, and chemical agents, are regularly used for training purposes to ensure officer proficiency, training-related usage is not included in this section. Instead, the data presented here reflects only the operational deployment of military equipment in real-world incidents as outlined in this annual report.

It is important to note that possession of this equipment does not imply or justify its use in every situation. Each deployment is carefully considered and guided by department policy, training, and the specific circumstances of the incident.

The following outlines the operational use of military equipment, categorized by type, for the 2024 calendar year:

Unmanned Aircraft Systems (UAS/Drones)

Unmanned Aerial Systems, also commonly referred to as, "Drones," were utilized a total of seventeen (17) times during this reporting period. These deployments include:

- UAS was deployed to conduct overwatch and intelligence gathering for investigative, specialty units, and mutual assistance during critical incidents and investigations.
- Assisting patrol with establishing overwatch during perimeters, search and rescue for missing at-risk persons.
- Conducted aerial evidence collection for the traffic unit at the scene of major collisions.
- Assisting Crime Scene Investigators (CSIs) with the documentation of major investigations.

Robotex Avatar III and Robotex Avatar II (Robots)

There was one deployment during this reporting period related to a critical incident, where the use of this tool was deemed necessary to support safety and security operations.

Military Equipment Usage (Continued)

Lenco Armored Rescue Vehicle (ARV)

The ARV was deployed twelve (12) times during this reporting period. These deployments include:

- SWAT Team deployment for pre-planned assignments.
- Patrol deployments during critical incidents where there was an imminent threat to life.
- Special events.

Mobile Command Vehicle (MCV)

The MCV was deployed eight (8) times during this reporting period. These deployments include:

- Special events.

Colt AR-15 (Patrol Rifles)

The Colt AR-15 was not deployed during this reporting period.

M4 Style Platform Automatic Rifle

The M4 Style Platform Automatic Rifle was deployed once during this reporting period in response to a critical incident that resulted in an Officer-Involved Shooting (OIS).

Compact Heckler Koch Submachine Gun

The Compact Heckler Koch Submachine Gun was not deployed during this reporting period.

Military Equipment Usage
(Continued)

.308 Bolt Action Rifle - Accuracy International AE & Ammunition

The .308 Bolt Action Rifle was not deployed during this reporting period.

CS Gas Systems

CS Gas Systems was not deployed during this reporting period.

CTS 7290 - Noise Flash Diversionary Device (NFDD)

There were four (4) deployments during this reporting period related to a critical incident, where the use of this tool was deemed necessary to support safety and security operations.

Peppberball TAC - SF Launcher

Pepperball TAC- SF Launcher was not deployed during this reporting period.

LMT Defense 40mm Launcher with 40mm Kinetic Energy Projectiles

The LMT Defense 40mm Launcher was deployed six (6) times during this reporting period in support of de-escalation efforts during the pursuit and apprehension of violent suspects.

Complaints & Audits

In 2024, NPD did not receive any complaints regarding the use of military equipment.

All use of force incidents are thoroughly reviewed by designated Watch Commanders to ensure that officers' actions align with department policies and all applicable laws. These reviews also serve as an opportunity to evaluate officer conduct, departmental procedures, current legislation, training protocols, and best practices in law enforcement.

As part of the Department's 2024 military equipment audit, no policy violations or concerns were identified. Officers were found to have operated in full compliance with established policies and training standards.



Training Summary

The safe and effective use of equipment governed by AB 481 requires extensive initial and ongoing training, as well as the maintenance of required certifications. NPD is committed to ensuring that all personnel are well-prepared and fully compliant with applicable laws and departmental policies.

Most training is conducted internally by qualified department instructors, allowing for consistent instruction aligned with our operational standards. In some cases, personnel attend external training programs to enhance internal instruction, stay current with evolving best practices, and obtain advanced certifications such as, “Train-the-trainer, " credentials.

Both consumable and non-consumable equipment are utilized during training exercises to help ensure that officers maintain a high level of proficiency and readiness when responding to real-life emergencies.



Equipment Costs

Equipment Type	Cost
Unmanned Aircraft Systems (UAS/Drones)	DJI Phantom 4 Pro: **$1,500** DJI Mavic 2 Enterprise: **$3,350 (each)**
Robotex Avatar III & Robotex Avatar II (Robots)	Robotex Avatar II: **$30,000** Robotex Avatar III: **$54,000**
Lenco Armored Rescue Vehicle (ARV)	**$160,000**
Mobile Command Vehicle (MCV)	**$211,000**
Colt AR-15 (Patrol Rifles)	**$1,050 (each)**
M4 Style Platform Automatic Rifles	**$2,100 (each)**
Compact Heckler Koch Submachine Gun	**$3,025 (each)**
.308 Bolt Action Rifle - Accuracy International AE & Ammunition	**$5,500 (each)**
CS Gas Systems	CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile: **$23.27 (each)** CTS Irritant Munitions 9430 – CS Tear Ball Grenade: **$44.49 (each)** CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade: **$42.35 (each)** CTS Irritant Munitions 6230 – CS Canister Grenade: **$27.19 (each)** CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder: **$26.51 (each)** CTS Irritant Munitions 6230 – CS Canister Grenade: **$41.93 (each)**
CTS 7290 - Noise Flash Diversionary Device (NFDD)	**$39.58 (each)**
Pepperball TAC - SF Launcher	**$1,900 (each)**
LMT Defense 40mm Launcher w/40mm Kinetic Energy Projectiles	**$725 (each)**

Conclusion

This Annual Military Equipment Use Report serves not only to comply with state law and NPD policy, but also to reaffirm our ongoing commitment to transparency and accountability. By providing detailed information to both the community and our elected officials, we aim to foster trust and open communication.

The equipment, training, and resources outlined in this report are essential tools that support our officers in protecting the community while enhancing the safety of both the public and our personnel. NPD firmly believes that the responsible and judicious use of this equipment enables us to provide the highest level of professional, efficient, and effective service, particularly during complex or high-risk incidents that require a thoughtful law enforcement response.

We recognize that public safety is a shared responsibility between the police and the community. With that understanding, we remain committed to serving with integrity and to safeguarding our community from the potential harm caused by the actions of a few.

NPD takes great pride in our mission of delivering **professional public safety services in partnership with our community.**

Military Equipment

709.1 PURPOSE AND SCOPE

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

709.1.1 DEFINITIONS

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

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

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

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Copyright Lexipol, LLC 2025/03/24, All Rights Reserved.
Published with permission by Newark Police Department

709.2 POLICY

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

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

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

709.3 MILITARY EQUIPMENT COORDINATOR

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

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

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

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

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

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

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

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

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

Copyright Lexipol, LLC 2025/03/24, All Rights Reserved.
Published with permission by Newark Police Department

709.4 MILITARY EQUIPMENT INVENTORY

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

See attachment: Military Equipment Inventory.pdf

709.5 APPROVAL

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

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

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

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

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

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

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

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

709.6 COORDINATION WITH OTHER JURISDICTIONS

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

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

709.7 USE IN EXIGENT CIRCUMSTANCES

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

Copyright Lexipol, LLC 2025/03/24, All Rights Reserved.
Published with permission by Newark Police Department

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

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

709.8 ANNUAL REPORT

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

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

709.9 COMMUNITY ENGAGEMENT

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

709.10 REVISIONS

Revised: December 18, 2024

Copyright Lexipol, LLC 2025/03/24, All Rights Reserved.
Published with permission by Newark Police Department

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth

above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the City Council most recently approved and reaffirmed the Newark Police Department's Policy (identified as Newark Police Department Policy 709) on July 25, 2024, (Ordinance No. 541), finding it met the requirements under AB 481 and re-adopting the military equipment use policy as stated in Chapter 2.50 "Military Equipment Use Policy"; and

WHEREAS, the Newark Police Department's 2024 Annual Military Equipment Use Report was posted on the department's website on August 5, 2025, and within thirty (30) days thereafter a well-publicized public meeting concerning the renewal of the military equipment at issue was held on August 13, 2025, in compliance with Government Code Section 7072 (b); and

WHEREAS, the Newark Police Department seeks renewal of Policy 709; and

WHEREAS, the City Council of the City of Newark, having received the information required under Assembly Bill 481 regarding the Newark Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq*., deems it to be in the best interest of the City to approve and renew the Newark Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Newark Police Department Policy 709.

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

SECTION 1. Recitals.

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

SECTION 2. Determinations.

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

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).

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

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

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

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

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

SECTION 3. Severability.

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

SECTION 4. CEQA.

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

SECTION 5. Publication and effective date.

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

ORDINANCE NO. 549

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

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

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

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

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

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

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

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

WHEREAS, Government Code section 7072 provides that a law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved

by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use; and

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

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

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

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

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

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

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

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

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

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying

military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the City Council most recently approved and reaffirmed the Newark Police Department's Policy (identified as Newark Police Department Policy 709) on May 25, 2023, (Ordinance No. 541), finding it met the requirements under AB 481 and re-adopting the military equipment use policy as stated in Chapter 2.50 "Military Equipment Use Policy"; and

WHEREAS, the Newark Police Department's 2023 annual military equipment report was posted on the department's internet website on April 9, 2024, and within thirty (30) days thereafter a well-publicized public meeting concerning the renewal of the military equipment at issue was held on April 16, 2024, in compliance with Government Code Section 7072 (b); and

WHEREAS, the Newark Police Department seeks renewal of Policy 709; and

WHEREAS, the City Council of the City of Newark, having received the information required under Assembly Bill 481 regarding the Newark Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq.*, deems it to be in the best interest of the City to approve and renew the Newark Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Newark Police Department Policy 709.

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

SECTION 1. Recitals.

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

SECTION 2. Determinations.

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

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).

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

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

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

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

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

SECTION 3. Severability.

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

SECTION 4. CEQA.

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

SECTION 5. Publication and effective date.

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

The foregoing ordinance was introduced and read before the City Council of the City of Newark by Mayor Hannon at the regular meeting of the City Council of the City of Newark held on June 27, 2024.

This ordinance was read at the regular meeting of the City Council held July 25, 2024. Council Member Jorgens moved that it be adopted and passed, which motion was duly seconded, and said ordinance was passed and adopted.

AYES: Council Members Apodaca, Jorgens, and Mayor Hannon

NOES: None

ABSENT: Council Members Collazo and Freitas

SECONDED: Council Member Apodaca

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Military Equipment

709.1 PURPOSE AND SCOPE

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

709.1.1 DEFINITIONS

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

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

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

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

Copyright Lexipol, LLC 2023/04/27, All Rights Reserved.
Published with permission by Newark Police Department

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

709.2 POLICY

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

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

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

709.3 MILITARY EQUIPMENT COORDINATOR

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

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

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

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

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

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

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

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

Copyright Lexipol, LLC 2023/04/27, All Rights Reserved.
Published with permission by Newark Police Department

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

709.4 MILITARY EQUIPMENT INVENTORY

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

See attachment: Military Equipment Inventory.pdf

709.5 APPROVAL

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

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

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

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

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

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

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

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

709.6 COORDINATION WITH OTHER JURISDICTIONS

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

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

Copyright Lexipol, LLC 2023/04/27, All Rights Reserved.
Published with permission by Newark Police Department

709.7 USE IN EXIGENT CIRCUMSTANCES

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

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

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

709.8 ANNUAL REPORT

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

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

709.9 COMMUNITY ENGAGEMENT

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

Copyright Lexipol, LLC 2023/04/27, All Rights Reserved.
Published with permission by Newark Police Department

Newark Police Department

Thursday, September 11, 2025

2024 Annual Military Equipment Use Report

Presented by:
Acting Lieutenant Yama Homayoun

2024 Annual Military Equipment Use Report

Presentation Overview

- Assembly Bill 481
- Timeline
- Military Equipment
- Council Obligations
- Recommendation

2024 Annual Military Equipment Use Report

Assembly Bill 481

Assembly Bill 481, signed into law on September 30, 2021, and effective January 01, 2022, requires law enforcement agencies to obtain City Council approval by ordinance before acquiring or using military equipment. The proposed Military Equipment Use Policy must be presented at a regular, open Council meeting and approved only if it meets standards for community safety, civil liberties, and necessity. The ordinance is subject to annual review based on a publicly available Annual Military Equipment Use Report, allowing the Council to renew, modify, or disapprove items as needed. To ensure transparency, the policy and annual report must be posted online, with the proposed policy published at least 30 days prior to Council consideration for public review and input.

2024 Annual Military Equipment Use Report

Timeline



January 01, 2022

AB 481 requires City to adopt policy via ordinance



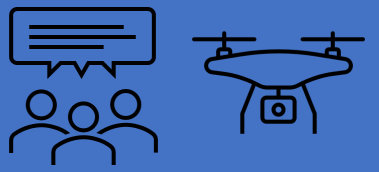
July 25, 2024

Our policy was adopted by City Council



August 05, 2025

Annual Military Equipment Use Report was published on NPD's website



August 13, 2025

Military Equipment Display hosted by NPD

2024 Annual Military Equipment Use Report

Military Equipment

Military Equipment is defined broadly to include items such as unmanned aerial systems (drones), armored vehicles, command and control vehicles, specialized firearms and ammunition, less-lethal launchers and projectiles, noise flash diversionary devices, breaching tools, and any other equipment designated by law as military in nature. The definition is not limited to weapons but also covers vehicles, gear, and munitions that are typically associated with military use and may impact community safety and civil liberties if deployed by law enforcement.

2024 Annual Military Equipment Use Report

Council Obligations



- Ensure equipment is necessary
- Ensure equipment is cost effective
- Review policy annually
- Ensure equipment safeguards welfare, safety, civil rights, and liberties
- Annually vote on renewal

2024 Annual Military Equipment Use Report

Recommendation

Conduct a public hearing, waive full reading and introduce an Ordinance Approving and Re-Adopting a Military Equipment Use Policy as stated in Chapter 2.50, “Military Equipment Use Policy,” of the Newark Municipal Code.

STAFF REPORT
Item F. 1.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Nicholas Cuevas, Recreation and Community Services Director
SUBJECT	Adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with Social Change Partners, LLC (SCP) for the development of a Citywide Five-Year Homelessness Action Plan and approving an amendment of the 2024–2026 Biennial Budget and Capital Improvement Plan.

SUMMARY AND RECOMMENDATION

Development of Newark's first Citywide Five-Year Homelessness Action Plan ("Plan") will provide a coordinated, long-term approach to reducing and preventing homelessness while strengthening physical health, mental health, and social service support for unhoused residents. Staff issued a Request for Proposals (RFP) to retain a qualified consultant, evaluated the proposals received, and recommends that City Council (1) authorize the City Manager to execute a Consulting Services Agreement with Social Change Partners, LLC in an amount not to exceed $89,850 for the development of the Plan; and (2) approve an amendment to the 2024–2026 Biennial Budget and Capital Improvement Plan to appropriate $89,850.00 from the Development Maintenance Fee Fund (625) to the Citywide Five-Year Homelessness Action Plan.

BACKGROUND

The City of Newark, like many communities across the Bay Area, has experienced growing challenges related to homelessness over the past decade. While Newark's homeless count remains small compared to the countywide total (76 individuals, or less than 1% of Alameda County's 9,450 individuals counted in 2024), regional housing costs and limited shelter capacity continue to create new and complex service needs. Current efforts are managed through existing City staff capacity and partnerships with nonprofit service providers and Alameda County agencies. These efforts are primarily reactive and program-specific, rather than guided by a comprehensive, long-term strategy with measurable outcomes and broad community input.

The Five-Year Homelessness Action Plan will provide a strategic framework for preventing and reducing homelessness, identifying service gaps, setting measurable goals, and guiding targeted investments. It will also evaluate the City's financial, staffing, and partnership resources to ensure a coordinated and sustainable approach.

The need for a formalized strategy became increasingly apparent during recent interdepartmental coordination efforts, public feedback, and regional homelessness discussions. The plan will be built on an empowerment approach, incorporate best practices, and align with the County's Everyone Home Strategic Plan, along with other regional frameworks. This ensures Newark's strategy not only addresses local needs but also connects with regional efforts already underway. The plan will also reinforce Newark's 2023–2031 Housing Element, positioning the City to more effectively pursue county, state, and federal grant funding to support its goals. Ultimately, this effort strengthens Newark's ability to advance affordable housing and homelessness initiatives in a way that is both practical and sustainable, ensuring long-term impact for the community.

DISCUSSION/ANALYSIS

In July 2025, staff issued a Request for Proposals for consultant services to develop the City's first Five-Year Homelessness Action Plan. The City received seven (7) proposals by the submittal deadline from the following firms:

- View Community Advisors in partnership with Partners for Community Impact
- TPMA
- Thurmond Consulting, LLC
- Social Change Partners, LLC
- MGT Impact Solutions, LLC
- LeSar Development Consultants
- ECOnorthwest

After evaluating the proposals, staff from the City Manager's Office, Recreation and Community Services Department, Police Department, and Community Development Department reviewed qualifications, cost, and interview performance. Social Change Partners was selected as the most competitive and responsive firm, offering the lowest bid while demonstrating strong value to the City. Their proposal highlighted relevant experience with cities of similar size, meaningful engagement with individuals who have lived experience, and alignment with Alameda County's Home Together initiative. Other proposals range in cost from $93,747 to $492,870.

As part of the scope of work, Social Change Partners will:

- **Conduct an assessment** of Newark's existing homelessness response system, including available resources, service capacity, demographic trends, and persistent challenges.
- **Engage stakeholders** through interviews, community workshops, and public meetings to gather input, with a focus on equity and disproportionately impacted racial groups.
- **Develop a draft plan** that synthesizes assessment findings and community feedback, and includes measurable goals, strategies, timelines, and a data strategy to track implementation.
- **Finalize the Plan,** incorporating all feedback, provide an implementation phasing schedule, define metrics for success, and present the final document to the City Council for approval.

This approach will ensure the Plan is data-driven, actionable, and tailored to Newark's unique needs.

FISCAL IMPACT

The cost of the Consulting Services Agreement with Social Change Partners, LLC is $89,850. The proposed Plan aligns with Newark's 2023–2031 Housing Element and is consistent with broader General Plan objectives related to public health, equity, and community resilience. As such, the Plan qualifies as an eligible planning expense under the Development Maintenance Fee Fund (Fund 625), which supports studies and initiatives that advance General Plan implementation.

A budget amendment to the 2024–2026 Biennial Budget is required to appropriate $89,850 from Fund 625 to the Recreation, Human Services and Resource Center Division. Should the Plan include recommendations requiring additional funding, staff will return to City Council at a future date to seek separate appropriation approval.

REVIEW AND APPROVAL

Prepared by - Nick Cuevas, Recreation & Community Services 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 Social Change Partners

Social Change Partners CSA

Social Change Partners Presentation

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH SOCIAL CHANGE PARTNERS, LLC. FOR HOMELESSNESS ACTION PLANNING AND AUTHORIZING AN AMENDMENT OF THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, development of a Citywide Five-Year Homelessness Action Plan, "The Plan", will provide a coordinated, long-term approach to reducing and preventing homelessness while strengthening physical health, mental health, and social service support for unhoused residents; and

WHEREAS, staff issued a Request for Proposal (RFP) for consultant services for the Project; and

WHEREAS, the City received seven (7) responsive submittals to the RFP; and

WHEREAS, based on staff's evaluation, Social Change Partners, LLC was determined to be the most qualified consultant for the Project; and

WHEREAS, Social Change Partners, LLC, costs associated with the Project are not-to-exceed $89,850; and

WHEREAS, staff recommends that the City Council amend the 2024-2026 Biennial Budget and Capital Improvement Plan appropriating an additional $89,850 from the Development Maintenance Fee Fund (625) to the Plan.

NOW THEREFORE, BE IT RESOLVED that the City Council herby authorizes the City Manager to execute a Consulting Services Agreement with Social Change Partners, LLC, in an amount not to exceed $89,850, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan by appropriating $89,850 as follows:

FROM:

Description	Account	Amount
Development Maintenance Fee Fund Balance	625.3000	$89,850

TO:

Description	Account	Amount
Consultant/Professional Services	625.70.077.771.6220	$89,850

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

City of Newark
Recreation and Community Services Department
6800 Mowry Avenue
Newark, CA 94560

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND SOCIAL CHANGE PARTNERS, LLC FOR DEVELOPMENT OF NEWARK'S FIVE-YEAR ACTION PLAN

This Agreement for consulting services ("Agreement") is made by and between the City of Newark, a municipal corporation, ("City") and **Social Change Partners, LLC** a Limited Liability Company, with offices located at **1450 Taylor Street Apt 5. San Francisco, CA 94133**, ("Consultant"), (together referred to as the "Parties") as of **September 11th, 2025** (the "Effective Date").

Section 1. **Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **6/30/2027,** and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8 Funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of annual appropriations.]

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and in the geographical area in which Consultant practices its profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time is of the Essence.** Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **Eighty-nine thousand eight hundred dollars ($89,850.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the Contract Administrator:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Rate/Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Newark Municipal Code.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence; Bodily Injury and Property Damage $2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General

		Liability on an "occurrence" basis
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

4.2 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance**:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. Subcontractors**:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to

the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of

any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the

Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.6.5 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy, permitted by law. Neither the failure nor the delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of any such right or remedy.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains

pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement and City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records should be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as **Nick Cuevas, Recreation & Community Services Director** ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

10.10 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission . Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Any written notice to Consultant shall be sent to:

Reed Connell, MSW,
Managing Partner
Social Change Partners, LLC
1450 Taylor Street Apt 5
San Francisco, CA 94133

All other written notices to City shall be sent to:

Nick Cuevas Recreation & Community Services Director City of Newark 6800 Mowry Avenue Newark, CA 94560	with a copy to	Kristopher J. Kokotaylo, City Attorney City of Newark 37101 Newark Blvd. Newark, CA 94560

10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

N/A

_____

Seal and Signature of Registered Professional with report/design responsibility.

10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represent the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Cost Proposal
Exhibit C	RFP City of Newark Five-Year Homelessness Action Plan

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF NEWARK

_____
DAVID BENOUN,
CITY MANAGER

SOCIAL CHANGE PARTNERS, LLC

_____
REED CONNELL, MSW
TITLE: MANAGING PARTNER

ATTEST:

_____
KATHY SLAFTER,
DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____
KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

5638310.1
Version 3.2.21

EXHIBIT A

SCOPE OF SERVICES

SOCIAL CHANGE PARTNERS, LLC, HAS BEEN SELECTED TO PROVIDE SERVICES OUTLINED IN THE RFP SECTION 3- SCOPE OF SERVICES FOR THE DEVELOPMENT OF THE CITY OF NEWARK'S FIVE-YEAR HOMELESSNESS ACTION PLAN. RFP ATTACHED AS EXHIBIT C.

The Social Change Partners, LLC is expected to provide the following services:

The City is seeking a consultant or a team of consultants (Consultant) to prepare a five-year Homelessness Action Plan (HAP) to reduce and prevent homelessness in our city and strengthen the physical health, mental health, and social service support for our unhoused residents. The final plan should:

- Develop measurable goals and strategies with clear timelines.
- Address equity issues and ensure that programs and services are viewed through an equity lens.
- Engage and empower the community to be part of the solution.
- Develop a shared vision interdepartmentally and citywide.

Building consensus and buy-in among the community, homeless service providers, various City departments, and other key stakeholders will be critical to the success of this plan. The HAP should also include the participation and input of individuals with lived experience.

HAP Considerations

The City intends to model the plan on an empowerment approach, include best practices, and align it with the EveryOne Home Strategic plan and other relevant Alameda County frameworks and plans. The Consultant should plan to engage with key stakeholders, including individuals with lived experience and providers of homeless services, as well as elected and appointed governing bodies.

The HAP must:

- Use a racial equity analysis. An equity approach is necessary to end homelessness because of the racial disparities in the homeless population.
- Be ambitious in its vision and articulate the resources and partnerships it would require to do this;
- Include the mission, goals, objectives, and specific strategies/action steps that will guide the community for the next five years;
- Provide an analysis of current strategies, challenges, proposed actions, and desired outcomes;
- Use data and evidence-based practices to inform understanding of need, gaps, and impactful strategies to further existing levels of local engagement and knowledge;
- Move the system toward adopting a Housing First and trauma-informed care approach with a housing focus;

- Encourage and include the participation of individuals with lived experience, homeless services providers, and other community stakeholders;
- Include recommendations for how existing resources can be maximized, streamlined, and targeted, as well as identify any additional resources necessary;
- Provide recommendations for leveraging resources from various sectors, including external untapped resources;
- Offer practical and implementable strategies and approaches to improve Newark's response to homelessness (including homeless services, homeless system functioning, mainstream services, and affordable housing) in phases;
- Estimate the cost of the proposed strategies and approach and help identify appropriate resources for each strategy and phase;
- Align with the reporting requirements for the U.S. Department of Housing and Urban Development's Consolidated Annual Performance Evaluation Report. Newark is a member of the County of Alameda's Urban County for CDBG and HOME programs.
- Provide a framework for ongoing performance measurement to continually inform implementation and new strategies/investment; and
- Include the approaches Newark will take to monitor its progress on achieving the goals outlined in the HAP.

City staff recognize that a plan to reduce homelessness is ambitious in nature, particularly given that Newark is not a direct service provider and that homelessness is a regional crisis and will require regional collaboration. In preparing this plan, the Consultant must include a robust discussion of these unique challenges and be realistic about the resources it would take to reduce homelessness in the City of Newark.

Task Outline:

The following outline provides a draft schedule of services and deliverables.

Task 1: Conduct an Assessment of the Existing System and Services

- Review previous plans and background materials.
- Analyze capacity, available resources, and demographic trends, including racial disparities, of the City of Newark's homeless population.
- Initial discussion of persistent challenges and emerging opportunities for critical investment.

Deliverables:

- Workplan: The Consultant will develop a workplan with input from the City outlining the activities to be undertaken throughout the planning process.

Task 2: Stakeholder Engagement/ Input

- The Consultant shall engage with a broad cross-section of community stakeholders for input about persistent challenges and emerging opportunities for addressing homelessness in their communities. Efforts should be made toward identifying and engaging disproportionally impacted racial groups. The Consultant will lead in-person and/or virtual community engagement sessions, as appropriate, (estimated 10-15 stakeholder interviews and two community work sessions) in English and Spanish.
- The Consultant will also hold an internal interdepartmental City staff meeting, and a City

Council work session. Community engagement session participants will be invited to the work session.

- The Consultant shall develop the agendas, discussion questions, and other materials/graphics necessary for the community engagement sessions and joint work sessions, with input from the City.

Deliverables:

- Communication and Engagement Plan: The Consultant will develop a communication plan to ensure that the process and participation in community engagement sessions are inclusive and transparent for both internal and external stakeholders.
- Report and Presentation: The successful application shall make presentations at the community engagement sessions, the City staff meeting, and the joint work session, as well as prepare a draft summary of findings, including any major themes and critical issues.

Task 3: Synthesis and Draft Plan Development

- Prepare a draft plan based on the assessment, community engagement sessions, City staff meetings, and joint work sessions for community review and input. Staff will work with stakeholders and community work session participants to invite input on the draft plan, and the Consultant will synthesize and incorporate feedback.

Deliverables:

- Draft plan: The Consultant shall produce a Draft Plan, inclusive of recommendations based on the work in Tasks 1 and 2. Staff will work with internal and external stakeholders and community work session participants to invite input on the Draft Plan, and the Consultant will synthesize and incorporate feedback.
- Data Strategy: As a component of the Draft Plan, the Consultant shall produce a Data Strategy for collecting and governing interdepartmental data assets concerning homelessness to assist the City in making data-informed decisions, monitor HAP implementation, and coordinate with other homelessness agencies.
- Presentations: The Consultant will develop presentation materials and reports for public meetings.

Task 4: Finalize the Plan and Plan Approval

- Deliver a Final Plan incorporating internal and external stakeholder input to the Draft Plan.
- Prepare proposed phasing plan/schedule. The Final Plan should include timelines for implementing the identified strategies. The Final Plan should contain clearly articulated metrics of success, including any new data collection methods that may need to be implemented.
- Format plan with graphic design

Deliverables:

- Final Plan: The Consultant shall produce and present the Final Plan (in PDF and editable formats), formatted with graphic design, to the Newark City Council for approval and publication. The Consultant should be prepared to make minor revisions based on any final feedback received from the City Council.

- Presentations: The Consultant shall assist in developing presentations and presenting to the Newark City Council (as needed)

EXHIBIT B

COMPENSATION SCHEDULE

Total Project Cost: $89,850

Our cost proposal reflects the comprehensive scope of work required to deliver an effective, community-informed Homelessness Action Plan for Newark, while providing excellent value. The budget is structured by task and includes personnel time and all necessary expenses (such as community meeting costs, travel, and materials). A detailed breakdown is provided below.

Task	Personnel Hours	Personnel Cost	Expenses	Total Cost
Task 1: System Assessment	80	$ 13,000	$ -	$ 13,000
Task 2: Stakeholder Engagement	140	$ 21,000	$ 7,200	$ 28,200
Task 3: Draft Plan Development	120	$ 19,000	$ 1,000	$ 20,000
Task 4: Finalization & Approval	60	$ 9,750	$ 3,000	$ 12,750
Project Management/Oversight	50	$ 8,750	$ -	$ 8,750
Admin/Overhead (10% of Personnel)	-	$ 7,150	$ -	$ 7,150
TOTAL	**450**	**$ 78,650**	**$ 11,200**	**$ 89,850**

Basis and Assumptions:

This budget is based on our best estimate of the effort required for each task. Hourly allocations were determined by considering the scope of activities and deliverables in each phase.

Hourly Rates by Position:

- **Managing Partners** (Reed Connell): $175/hour
- **Project Directors** (Mitch Findley, Ashley De Alba, Jessica Haspel): $150/hour

Expense Details:

- Community engagement expenses (facility rentals for community meetings, refreshments, participant incentives/stipends, etc): **$2,500**
- Translation and interpretation services (for Spanish and any other needed languages during meetings and for materials): **$3,600**
- Materials and supplies (printing of flyers, handouts, meeting materials, basic supplies for workshops): **$600**
- Technology and communication (online survey tools, virtual meeting platform enhancements, etc.): **$500**
- Graphic Design (outreach materials, reports, presentation materials): **$3000**
- Document production and printing (printing final plan copies, large-format graphics for presentations): **$1,000**

Proposed Payment Schedule: SCP proposes deliverable-based payments, with invoices submitted and paid upon City of Newark approval of the following:

- Task 1 deliverables (Workplan + Assessment): $13,000
- Task 2 deliverables (Communication Plan + Report): $28,200
- Task 3 deliverables (Draft Plan + Data Strategy): $20,000
- Task 4 deliverables (Final Plan + Presentations): $28,650

Value Proposition:

Our proposed cost provides Newark with a full-service planning process that meets all RFP requirements. By engaging SCP, Newark will receive expert analysis, robust community engagement, and a high-quality final plan for under $90,000. We have accounted for all necessary expenses to avoid any surprises – the price quoted is all-inclusive for the described scope. SCP is committed to delivering excellent work on time and on budget: our track record demonstrates our ability to control costs and efficiently manage resources, and we will apply the same diligence to this project to maximize every dollar invested by Newark.

EXHIBIT C

RFP CITY OF NEWARK FIVE-YEAR HOMELESSNESS ACTION PLAN

RFP located on next page

REQUEST FOR PROPOSALS

For

THE DEVELOPMENT OF THE CITY OF NEWARK'S FIVE-YEAR HOMELESSNESS ACTION PLAN

Issue Date: Monday, June 2, 2025

SUBMITTALS MUST BE RECEIVED BY:
Friday, July 11, 2025, at 5:00 PM

City of Newark
Recreation & Community Services Department
6800 Mowry Avenue
Newark, CA 94560

Point of Contact:
Edda Rivera
Administrative Assistant
(510) 578-4346
edda.rivera@newarkca.gov

REQUEST FOR PROPOSALS (RFP)

DEVELOPMENT OF THE CITY OF NEWARK'S FIVE-YEAR HOMELESSNESS ACTION PLAN

1. INTRODUCTION

The City of Newark ("the City") is seeking responses from qualified firms (Respondents) for the development of the City's first five-year Homelessness Action Plan.

The City of Newark is a growing, vibrant, multicultural city with a high quality of life, a diverse commercial and business sector, and an inclusive community character. The City is committed to ensuring that all current and future residents continue to enjoy Newark's distinctive community character by implementing policies and programs that provide all residents access to housing that meets the full range of household and community needs.

Newark is located in Southern Alameda County at the east end of the Dumbarton Bridge, 30 miles south of Oakland and 15 miles north of San Jose. It was incorporated as a General Law City in 1955 and has a Council/Manager form of government. Newark's population is approximately 50,000, and its encompassed area is approximately 13 square miles.

Homelessness in Newark:

The City regularly participates in the biennial Alameda County Point in Time (PIT) count. Newark's homelessness population, as determined by the PIT process, has fluctuated over the years:

- 2017: 42 Sheltered; 28 Unsheltered; Total 70
- 2019: 30 Sheltered; 59 Unsheltered; Total 89
- 2022: 32 Sheltered; 26 Unsheltered; Total 58
- 2024: 36 Sheltered; 37 Unsheltered; Total 73

Primary causes of homelessness in Alameda County have been identified as job loss, mental health issues, substance use, evictions, foreclosures, and incarceration, as well as more significant structural issues such as increasing rents and lack of affordable housing.

In 2022, the City prepared a policy study, "Evaluation of the Need for a Local Affordable Housing Live/Work Preference Given Displacement Risks" (the "Displacement Study"). Key findings from the Displacement Study related to homelessness were:

- According to data from the California Department of Education, about five percent of students in the Newark Unified School District (NUSD) experienced homelessness during the 2021-22 school year (251 students), which is a significantly higher proportion of students compared to the one percent countywide average for all students in public schools.

- Notably, about 96 percent of NUSD students who experienced homelessness during the 2021-22 school year were students of color, of which 167 students identified as Hispanic or Latino. While NUSD has only a small number of Pacific Islander students (98 students), about 28 percent experienced homelessness during the 2021-22 school year.

- The prevalence of homeless students in NUSD further indicates the housing challenges that Newark families face. Problems of homelessness are intensifying in the City and County, and many service providers spend significant proportions of their budgets on rent assistance and emergency housing assistance for households at risk of eviction or displacement.

- From January 2020 through March 2022, Eden I&R's referral service received 785 service requests from residents or households from Newark in search of housing and homeless support services.

- Housing and homeless support is the most prevalent service request for local callers, representing about 42 percent of all service requests, which is consistent with countywide experience in recent years. Similar to callers countywide, Newark residents are seeking referrals for low-cost rental listings, rental assistance, homeless and emergency shelter, and transitional housing, among other housing needs.

- According to the 2017, 2019, and 2022 PIT surveys, about 80 percent of persons experiencing homelessness were living in Alameda County when they lost their housing. The 2022 PIT survey results indicate that 41 percent of 29 homeless individuals in the City of Newark consider Newark as their home.

- In the 2022 PIT survey, 26 individuals were enrolled in shelter services in Newark as of February 2022, as the City does not have many shelter options. Most of the sheltered individuals identified as White (58 percent), while about 27 percent identified as Black/African American, 12 percent of multiple races, and 4 percent American Indian/Alaskan Native. Of the sheltered population, about 31 percent identified as Latinx/Hispanic, which includes White and non-White individuals.

Newark's Efforts to Understand and Addresses Homelessness:

Home Together 2026 Framework:

- In May 2022, the Newark City Council adopted a resolution to endorse the Alameda County Home Together 2026 Implementation Plan (the "Plan"). The Plan is a community-wide Alameda County effort that lays out the goals, strategies, and investments needed to dramatically reduce homelessness by 2026 and reverse racial disparities in homelessness through a focused equity-centered approach. By adopting the resolution, the City Council acknowledges that to receive future funding, the City must endorse the Plan and align grants, programs, and services consistent with the Plan framework.

Police Department Survey:

- In addition to the PIT program and the Displacement Study, the City's Police Department

occasionally conducts surveys of the City's homeless population. These surveys reflect the personal interactions of Police Department staff with the homeless community and often identify specific encampments, the individuals residing at the encampments, and the reasons why the individuals became homeless, as well as the Police Department's efforts to connect individuals with local services.

Homelessness Committee:

- The City has an internal Homelessness Committee composed of representatives from each City department and division. This committee addresses homelessness-related concerns, including encampments on public rights-of-way, coordinated removal efforts, and resource sharing to support individuals experiencing homelessness.

Homelessness Encampment Submission Form:

- The City offers an online submission form for residents and businesses to report encampments (www.newarkca.gov/homelessness). It details the steps taken upon receiving a report, including available resources for those in need. Reports are routed to the Recreation & Community Services Department for initial review and intake, which includes using GIS systems to verify property ownership and distinguish between public and private property. Once the Newark Police Department has contacted and provided resources, City staff coordinates with the Public Works Department or contractors to remove encampments on the public right-of-way. Encampments on private property or business premises are addressed by the Community Preservation Division of the Community Development Department, while those on highways and railways fall under the jurisdiction of the respective agencies.

Human Services:

- The City provides an online Human Services Resource Directory (www.newarkca.gov/help), offering information on local service providers and resources for those in need. The directory emphasizes connecting individuals with Eden I&R's 211 referral network for comprehensive support and assistance.
- The City collaborates with the City of Fremont to offer services through the Clean Start Mobile Hygiene Unit, which operates in Newark at designated times and is hosted at the Salvation Army in Newark. However, the program has recently faced mechanical issues, rendering the unit temporarily unavailable. Additionally, operating the unit requires a specially licensed City of Fremont staff member. There have been efforts to boost Newark's site visit attendance when available.

2023-2031 Housing Element:

- In 2023, the City Council adopted the 2023-2031 Housing Element (Housing Element), which was subsequently certified by the State of California's Department of Housing and Community Development. The Housing Element contains goals, policies, and programs to address the community's access to affordable housing. Concerning homelessness issues, the following goals, policies, and programs were adopted:

- **GOAL H2:** Facilitate the development of more homes for more people.

- **POLICY H2.8:** Support regional homeless initiatives and develop robust and equitable local responses to people experiencing homelessness.

- **PROGRAM H2.5:** Develop a local response to support people experiencing homelessness.

- **GOAL H4:** Help people stay in their homes and communities.

- **POLICY H4.3:** Sites Acquisition for Affordable Housing. The city will proactively work to identify opportunities for partnering with other local public sector agencies and private landowners to acquire sites for affordable housing, as well as to seek creative ways of partnering with developers to include affordable units in market-rate projects.

- **PROGRAM H4.11:** Scattered Site Housing for Persons Experiencing Homelessness. Apply for funds to support the acquisition and conversion of single-family homes and hotels/motels to supportive shared housing for people experiencing homelessness.

- **GOAL H7:** Further fair housing throughout the city.

- **POLICY H7.3:** Address barriers to renting and increase tenant support. Low-income households and people experiencing homelessness face obstacles that prevent them from accessing housing that is affordable to them.

City Investments:

The City has invested significant funds to address homelessness and promote affordable housing opportunities. Specifically, the City has made the following investments related to homelessness:

- **Homekey/Cedar Community Apartments:**
  - In 2022, the City and our partner Abode Services received a $38.2 million Homekey Grant (Round 2) to convert the Towne Place Suite Hotel to 123 affordable living units for homeless and other vulnerable community members. The city invested an additional $4.5 million from the Affordable Housing Fund and $1.5 million in ARPA funds for the project. As of late 2024, Cedar Community Apartment is considered to be fully leased.

- **Newark Resource Center:**
  - In Fiscal Year 2025, the City committed funds from its Capital Improvement Plan budget and Community Development Block Grant to rehabilitate a city-owned building adjacent to the Viola Blythe Community Service Center at Ash Street Park. This facility will become Newark's first Resource Center, with plans to open to the public by summer or early fall 2025. The Newark Resource Center will enhance

community outreach and support efforts by providing space for local organizations to offer various social services to our most vulnerable populations. It will also foster collaboration with the Fremont Family Resource Center, which serves the entire Tri-City area and houses over 20+ state, county, and federal agencies. Additionally, the center will work closely with the homeless population to connect them with housing and essential resources.

Local Resources Available:

Newark's community members have access to local housing and human services, including:

- **ECHO Housing** provides fair housing services, tenant/landlord counseling, and mediation to Newark residents. Renters who believe they have been discriminated against or who need assistance with a dispute with their landlord can contact ECHO Housing staff for assistance.

- **Fremont Family Resource Center** (Fremont FRC). The FRC is a resource where families and individuals can access community services. It serves the entire Newark community, as well as Union City and Fremont. The Fremont FRC houses over 20 State, County, City, and non-profit agencies that provide various integrated services.

- **Fremont Housing Navigation Center**. The Fremont Housing Navigation Center provides a clean, safe, calm, and flexible environment that allows people experiencing homelessness to rebuild their lives and intensely focus on finding stable, permanent housing. The center is modeled after the City of Berkeley's successful Housing Navigation (STAIR) Center.

    - The City directs its Homeless Housing, Assistance, and Prevention (HHAP) Grant Program funding, allocated by the County of Alameda, to the Fremont Housing Navigation Center to support Newark residents experiencing homelessness. The city desires to explore options to keep this funding in Newark for acceptable uses.

2. GENERAL

The selected firm will work under the general direction of the Recreation & Community Services Director to perform services as required. The City's Recreation and Community Services Department implements human services programs. Its mission is to enrich and strengthen the well-being of all community members through recreational programs, community services, and facilities while promoting personal development, healthy lifestyles, community engagement, and inclusiveness.

Respondent selection will be at the sole discretion of the City. The selected Respondent will enter into a Contractual Services Agreement that specifies the billing rates, personnel to be assigned, and other terms.

3. SCOPE OF SERVICES

The selected Respondent is expected to provide the following services:

The City is seeking a consultant or a team of consultants (Consultant) to prepare a five-year Homelessness Action Plan (HAP) to reduce and prevent homelessness in our city and strengthen

the physical health, mental health, and social service support for our unhoused residents. The final plan should:

- Develop measurable goals and strategies with clear timelines.
- Address equity issues and ensure that programs and services are viewed through an equity lens.
- Engage and empower the community to be part of the solution.
- Develop a shared vision interdepartmentally and citywide.

Building consensus and buy-in among the community, homeless service providers, various City departments, and other key stakeholders will be critical to the success of this plan. The HAP should also include the participation and input of individuals with lived experience.

HAP Considerations

The City intends to model the plan on an empowerment approach, include best practices, and align it with the EveryOne Home Strategic plan and other relevant Alameda County frameworks and plans. The Consultant should plan to engage with key stakeholders, including individuals with lived experience and providers of homeless services, as well as elected and appointed governing bodies.

The HAP must:

- Use a racial equity analysis. An equity approach is necessary to end homelessness because of the racial disparities in the homeless population.
- Be ambitious in its vision and articulate the resources and partnerships it would require to do this;
- Include the mission, goals, objectives, and specific strategies/action steps that will guide the community for the next five years;
- Provide an analysis of current strategies, challenges, proposed actions, and desired outcomes;
- Use data and evidence-based practices to inform understanding of need, gaps, and impactful strategies to further existing levels of local engagement and knowledge;
- Move the system toward adopting a Housing First and trauma-informed care approach with a housing focus;
- Encourage and include the participation of individuals with lived experience, homeless services providers, and other community stakeholders;
- Include recommendations for how existing resources can be maximized, streamlined, and targeted, as well as identify any additional resources necessary;
- Provide recommendations for leveraging resources from various sectors, including external untapped resources;
- Offer practical and implementable strategies and approaches to improve Newark's response to homelessness (including homeless services, homeless system functioning, mainstream services, and affordable housing) in phases;
- Estimate the cost of the proposed strategies and approach and help identify appropriate resources for each strategy and phase;
- Align with the reporting requirements for the U.S. Department of Housing and Urban Development's Consolidated Annual Performance Evaluation Report. Newark is a member of the County of Alameda's Urban County for CDBG and HOME programs.

- Provide a framework for ongoing performance measurement to continually inform implementation and new strategies/investment; and
- Include the approaches Newark will take to monitor its progress on achieving the goals outlined in the HAP.

City staff recognize a plan to reduce homelessness is ambitious in nature, particularly given that Newark is not a direct service provider and that homelessness is a regional crisis and will require regional collaboration. In preparing this plan, the Consultant must include a robust discussion of these unique challenges and be realistic about the resources it would take to reduce homelessness in the City of Newark.

Task Outline:

The following outline provides a draft schedule of services and deliverables. Respondents are invited to provide additional services and deliverables.

Task 1: Conduct an Assessment of the Existing System and Services

- Review previous plans and background materials.
- Analyze capacity, available resources, and demographic trends, including racial disparities, of the City of Newark's homeless population.
- Initial discussion of persistent challenges and emerging opportunities for critical investment.

Deliverables:

- Workplan: The Consultant will develop a workplan with input from the City outlining the activities to be undertaken throughout the planning process.

Task 2: Stakeholder Engagement/ Input

- The Consultant shall engage with a broad cross-section of community stakeholders for input about persistent challenges and emerging opportunities for addressing homelessness in their communities. Efforts should be made toward identifying and engaging disproportionally impacted racial groups. The Consultant will lead in-person and/or virtual community engagement sessions, as appropriate, (estimated 10-15 stakeholder interviews and two community work sessions) in English and Spanish.
- The Consultant will also hold an internal interdepartmental City staff meeting, and a City Council work session. Community engagement session participants will be invited to the work session.
- The Consultant shall develop the agendas, discussion questions, and other materials/graphics necessary for the community engagement sessions and joint work sessions, with input from the City.

Deliverables:

- Communication and Engagement Plan: The Consultant will develop a communication plan to ensure that the process and participation in community engagement sessions are inclusive and transparent for both internal and external stakeholders.
- Report and Presentation: The successful application shall make presentations at the community engagement sessions, the City staff meeting, and the joint work session, as well as prepare a draft summary of findings, including any major themes and critical issues.

Task 3: Synthesis and Draft Plan Development

- Prepare a draft plan based on the assessment, community engagement sessions, City staff meetings, and joint work sessions for community review and input. Staff will work with stakeholders and community work session participants to invite input on the draft plan, and the Consultant will synthesize and incorporate feedback.

Deliverables:

- Draft plan: The Consultant shall produce a Draft Plan, inclusive of recommendations based on the work in Tasks 1 and 2. Staff will work with internal and external stakeholders and community work session participants to invite input on the Draft Plan, and the Consultant will synthesize and incorporate feedback.
- Data Strategy: As a component of the Draft Plan, the Consultant shall produce a Data Strategy for collecting and governing interdepartmental data assets concerning homelessness to assist the City in making data-informed decisions, monitor HAP implementation, and coordinate with other homelessness agencies.
- Presentations: The Consultant will develop presentation materials and reports for public meetings.

Task 4: Finalize the Plan and Plan Approval

- Deliver a Final Plan incorporating internal and external stakeholder input to the Draft Plan.
- Prepare proposed phasing plan/schedule. The Final Plan should include timelines for implementing the identified strategies. The Final Plan should contain clearly articulated metrics of success, including any new data collection methods that may need to be implemented.
- Format plan with graphic design

Deliverables:

- Final Plan: The Consultant shall produce and present the Final Plan (in PDF and editable formats), formatted with graphic design, to the Newark City Council for approval and publication. The Consultant should be prepared to make minor revisions based on any final feedback received from the City Council.

- Presentations: The Consultant shall assist in developing presentations and presenting to the Newark City Council (as needed)

4. PROPOSAL FORMAT AND CONTENT

Proposals are limited to 15 pages maximum and should be clear and concise. Respondents should submit qualifications that address the following:

1. **Cover Letter.** Describe your firm or team's interest and commitment to supporting the City with development of a five-year homeless action plan. The letter shall be signed by a person authorized to negotiate a contract with the City.

2. **Project Description**. A description of your understanding of the overall project, including a proposed schedule for completing Item 3. Scope of Services.

3. **Approach to Project**. Describe the manner and methods you will use to manage and facilitate the work. This should include a discussion of how each of the separate tasks will be approached, the individual primarily responsible for each task, and the expected number of hours allocated to each task.

4. **Scope of Work**. Provide a scope of work that responds to the scope identified in Section 3 of this RFP. If you suggest changes to the scope of work, provide the rationale. You may propose additional tasks, but they must be optional and budgeted separately.

5. **Respondent Description of Qualifications**. For your firm (and any sub-consultants) provide:
    a. Firm qualifications and résumé(s) of participating individual(s); and
    b. A description of your experience working with vulnerable populations and those experiencing or at-risk of homelessness.

6. **Cost**. Provide a cost proposal for the overall effort. Include the basis and assumptions made for estimated costs. Include hourly rates for each task and each staff person assigned to that task, your hourly rates for this project, and the total number of hours. Indicate the subtotaled cost for each task to be performed by your firm and by any sub-consultants, and the total cost for your work effort.

7. **References**. Please provide a list of three references for projects of similar scope completed by your firm.

8. **City's Standard Contractual Services Agreement.** A sample of the City's Standard Contractual Services Agreement (Agreement), including insurance requirements, is provided in **Attachment A**. If the interested firm would like to request amendments or exceptions to the Agreement and/or insurance requirements, these shall be specifically noted in the proposal. Otherwise, confirm your firm's ability to meet the City's Standard Contractual Services Agreement and insurance requirements. Requested amendments and exceptions will be taken into consideration in evaluating the proposal. Requests for amendments and/or exceptions to the Agreement will not be considered if not included in the submitted proposal.

5. SELECTION CRITERIA AND SELECTION PROCESS WITH ESTIMATED DATES

Proposals will be reviewed by City staff. The qualifications of the top candidates will be verified, and references will be checked. In reviewing proposals, the City will carefully weigh:

- Respondent's understanding of the City's desires and general approach to completing the work
- Respondent's experience with contracts of similar scope, complexity, and magnitude
- Qualifications of the staff being assigned to this project
- Demonstrated ability of the Respondent to perform high-quality work, control costs, and meet time schedules

- Satisfaction of previous clients
- Ability to work effectively with City staff
- Proposed rate schedule and total cost

The City retains sole discretion to evaluate proposals and may make an award to the Respondent the City deems to have the most responsive proposal. Receipt of proposals in response to this RFP does not obligate the City in any way to engage any Respondent and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City reserves the right to interview zero, one, or any number of Respondents. The City shall retain the right to abandon the proposal process at any time before the actual execution of a contract with a Respondent, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into. The City's target dates are as follows:

Release of RFP:	Monday, June 2, 2025
Deadline for Questions:	Monday, June 16, 2025
Responses to Questions/RFP addendum:	Friday, June 27, 2025
Proposal due:	Friday, July 11, 2025, 5 p.m.
Interviews (if requested by City)	Week of July 28, 2025
Respondents notified of selection:	Week of August 4, 2025
Services Agreement scheduled for Council approval:	Thursday, September 11, 2025

6. SUBMITTAL GUIDELINES

Firms shall email an **electronic pdf file** of the proposal with the Subject "City of Newark – Homelessness Action Plan Proposal - [Name of Firm]" to Edda Rivera at edda.rivera@newarkca.gov. The email submittal should be less than 10 MB. Proposals must be received by **5:00 p.m. on Friday, July 11, 2025.** Send a separate email without the proposal attached to notify the City of your submittal. You will receive a response confirming the receipt of your submittal. If you do not receive confirmation of receipt within 24 hours, contact Edda Rivera at edda.rivera@newarkca.gov or (510) 578-4346.

Any changes made by the City to the requirements in this RFP will be made by written addenda posted to the City's website at http://www.newark.org/departments/public-works/bid-openings-and- rfp-s. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

The City reserves the right to reject any and all proposals and to waive any minor informalities, irregularities, and/or non-responsiveness that does not influence the competitive nature of the proposal, to request additional information concerning any statement for purposes of clarification, to accept or negotiate any modification to any statement following the deadline for receipt of all statements, and to waive any irregularities if such would serve the best interests of the City.

All inquiries regarding the RFP should be directed to Edda Rivera, Administrative Assistant, by

telephone at (510) 578-4346 or, preferably, by email at edda.rivera@newarkca.gov.

Additional Submittal Information

The City assumes no responsibility for failure or delays in delivery caused by electronic delivery service (e-mail). All interested firms are advised that the City limits receipt of e-mail attachments to approximately 50MB. Every attempt will be made to send a confirmation e-mail to firms responding to this RFP; however, it may not be possible for City staff to respond in a timely manner to e-mails sent just prior to the stated deadline.

All costs incurred during proposal preparation or in any way associated with the Respondent's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Respondent.

If awarded a contract, the Consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City as outlined in the attached Contractual Services Agreement. Respondents are liable for all errors or omissions contained in their proposal. By submitting a proposal, Respondents represent that they: (1) have thoroughly examined and become familiar with the Work required under this RFP; (2) comprehend all conditions that may impact the requested scope of services; (3) have reviewed all addenda, if any; and (4) are capable of providing the equipment, goods and services necessary to perform the requested scope of services and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the firm's own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a firm to have read all of the conditions and instructions of the RFP and/or the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a firm to withdraw its proposal or to seek additional compensation.

Additionally, if awarded a contract, the Consultant shall always maintain a valid City of Newark business license during the performance of work under the contract.

All Statements of Qualifications and rates set forth therein shall be deemed to include applicable taxes. Interested firms shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the selected firm(s). The selected firm(s) is liable for any and all taxes due as a result of the agreement.

Attachment A

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK
AND
[NAME OF CONSULTANT] FOR [SERVICES]

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF NEWARK
AND
[NAME OF CONSULTANT]
FOR [SERVICES]

This Agreement for consulting services ("Agreement") is made by and between the City of Newark, a municipal corporation, ("City") and _____, a _____ (corporation / limited liability company / sole proprietor), with offices located at _____, ("Consultant"), (together referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. [**INCLUDE IF TERM WILL OVERLAP FISCAL YEARS**: Funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of annual appropriations.]

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed [Spell out amount] _____, ($_____) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal,

attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the Contract Administrator:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Rate/Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Newark Municipal Code.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long- distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 **Required Coverage**. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	**Commercial Genera l Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$2,000,000 per occurrence; Bodily Injury and Property Damage $4,000,000 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive Genera l Liability on an "occurrence" basis

B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$2,000,000 per occurrence $4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

4.2 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance**:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. Subcontractors**:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal

policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.6.5 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy, permitted by law. Neither the failure nor the delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of any such right or remedy.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement and City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records should be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may

be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code
§ 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as _____ ("Contract Administrator").

All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

10.10 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission . Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Any written notice to Consultant shall be sent to:

[INSERT CONSULTANT CONTACT INFORMATION HERE]

All other written notices to City shall be sent to:

_____ _____ City of Newark 37101 Newark Blvd. Blvd. Newark, CA 94560 94560	with a copy to	Kristopher J. Kokotaylo, City Attorney City of Newark 37101 Newark Newark, CA

10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B, represent the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Cost Proposal

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON THE FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF NEWARK

_____

_____, CITY MANAGER

ATTEST:

_____

_____, CITY CLERK

APPROVED AS TO FORM:

_____

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

5638310.1
Version 3.2.21

[CONSULTANT]

_____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

.

EXHIBIT B

COMPENSATION SCHEDULE

City of Newark

Recreation and Community Services Department
6800 Mowry Avenue
Newark, CA 94560

ADDENDUM NO. 1

REQUEST FOR PROPOSALS
DEVELOPMENT OF THE CITY OF NEWARK'S FIVE-YEAR HOMELESSNESS ACTION PLAN

June 26th, 2025

TO: All Prospective Proposers,

The additions and/or deletions contained in this Addendum shall be made part of the Request for Qualifications for the above-referenced project, and shall be subject to all applicable requirements thereunder, as if originally shown and/or specified.

STATEMENT OF QUALIFICATIONS SUBMITTAL DATE AND TIME
The Statement of Qualifications submittal date and time remains as 5:00 P.M., Friday, July 11, 2025.

REQUEST FOR INFORMATION

Question No. 1: Is it possible to receive a waiver or reduction in insurance minimum requirements due to the small Scope of Work being performed under this RFP?

Response No. 1: The City of Newark may consider alternative insurance requirements or limits on a case-by-case basis, in consultation with the City Attorney. Respondents should clearly state any proposed insurance limits in their submission for consideration.

Question No. 2: Is there an anticipated/preferred timeframe for project activities and project completion?

Response No. 2: The City intends to move forward promptly once a firm or consultant has been selected and a Contractual Services Agreement has been executed. Following selection, the final plan will be developed in collaboration with City staff and will include measurable goals, clear strategies, and defined timelines. As outlined in Item 2 of the Proposal Format and Content section of the RFP, a proposed schedule is requested as part of the submitted proposal.

Question No. 3: Is there a projected project budget range amount for the project?

Response No. 3: The final budget will be determined based on the negotiated scope of work.

Question No. 4: Does the City currently have any staff dedicated solely or mostly to homelessness response and/or acting as liaisons with homeless service providers?

Response No. 4: No staff members are dedicated solely to homelessness response or serving exclusively as liaisons to homeless service providers. The City of Newark utilizes a collaborative, cross-departmental approach. The Recreation & Community Services Department coordinates initial encampment reports and outreach efforts. The department then works with the Newark Police Department to conduct site visits and ensure that available services are offered. Following outreach, the Public Works Department handles any necessary site cleanup. Additionally, the Recreation & Community Services Department is preparing to open a new Resource Center, which will serve as a hub for connecting residents—particularly those experiencing or at risk of homelessness—with local service providers. The Recreation Supervisor overseeing the center has begun actively building relationships with regional providers to support this effort. The Housing Policy and Programs Manager, seated within the Community Development Department, also coordinates with housing providers and manages the City's portfolio of permanent affordable housing.

Question No. 5: Do the City and homeless service providers located in the City participate in coordinated entry?

Response No. 5: The City of Fremont's Family Resource Center acts as a Housing Resource Center (HRC) Access Point for families with minor children in the Tri-City area, which includes Newark, Union City, and Fremont. Currently, the City of Newark has been receiving funds from the Homeless Housing, Assistance, and Prevention (HHAP) Grant and is allocating its portion to support the City of Fremont's Housing Navigation Center, which assists residents of Newark.

Question No. 6: Does the City currently have funds available and/or a dedicated annual budget for affordable housing development and/or rental assistance?

Response No. 6: Yes, the City currently has funds available for affordable housing and rental assistance. The City's Affordable Housing Fund is supported by Housing Impact Fees assessed on new development. The City's adopted Affordable Housing Workplan (Resolution No. 11,201) reserves 40 percent of the Fund for development of new affordable housing units and 40 percent for "Sites Acquisition and Other". As part of a separate effort, the City is developing several programs to protect the rights of tenants and prevent residential displacement, which could include establishing an emergency rental assistance program supported by the Affordable Housing Fund.

Question No. 7: Does the City have a preference for the number of meetings/presentations to be held on-site? Particularly regarding tasks 2, 3, and 4. Are all meetings/presentations planned as on-site? Should some be virtual via videoconference? Or does the City prefer a combination of approaches?

Response No. 7: The Consultant shall engage with a broad cross-section of community stakeholders to gather input on persistent challenges and emerging opportunities for addressing homelessness in their communities. Efforts should be made to identify and engage disproportionately impacted racial groups. The Consultant will lead in-person and/or virtual community engagement sessions, as appropriate (estimated 10-15 stakeholder interviews and two community work sessions) in English and Spanish. The Consultant will also hold an internal interdepartmental City staff meeting and a City Council work session. Participants in the community

engagement session will be invited to the work session. The Consultant shall develop the agendas, discussion questions, and other necessary materials and graphics for the community engagement sessions and joint work sessions, with input from the City. The City prefers a combined approach to ensure community members have ample opportunities to participate, whether in person or virtually.

Questions No. 8: Are there examples of approaches or Homelessness Action Plans from other jurisdictions that reflect the City of Newark's end goals for this project?

Response No. 8: The City intends to model the plan on an empowerment approach, incorporating best practices, and align it with Alameda County's Home Together 2026 Community Plan, as well as other relevant federal, state, and regional frameworks and plans, to ensure alignment for potential grants and special funding. The City understands that Alameda County is currently engaged in a process to "refresh" Home Together through a 2030 planning period.

Question No. 9: Under Task 3, have there been any existing, ongoing efforts to manage interdepartmental data assets related to homelessness?

Response No. 9: At this time, each City department maintains its records and data related to homelessness, including encampment reports, outreach efforts, and service referrals. However, no centralized system exists to manage or integrate these interdepartmental data assets. The City recognizes the value of coordinated data and seeks to develop a more unified, strategic approach to data collection and management. As part of the Homelessness Action Plan, the City is particularly interested in establishing a centralized framework that supports data-informed decision-making, improves internal coordination, and facilitates alignment with external homelessness service providers.

Question No. 10: Does the 15-page limit include: cover page, table of contents, staff resumes, and any divider pages?

Response No. 10: Refer to RFP Section 4, Proposal format and content, page 9, for more details. Item 5, "Respondent Description of Qualifications," listed under Section 4: Proposal Format and Content, is not included in the 15-page maximum limit. As outlined in Section 6: Submittal Guidelines, all email submissions must be under 10MB in size. The City assumes no responsibility for failure or delays in delivery caused by electronic delivery service (e-mail). All interested firms are advised that the City limits receipt of e-mail attachments to approximately 50MB.

Edda Rivera
Administrative Assistant
06/26/2025



Five-Year Homelessness Action Plan

September 11, 2025
City Council Meeting

Nick Cuevas
Recreation & Community Services Director

Homelessness Action Plan Purpose

- Analysis of Current Systems & Processes
- Strengthen Social Services Support
- Reduce & Prevent Homelessness in Newark
- Align with County's EveryOne Home Strategic Plan
- Strengthen the 2023-2031 Housing Element Plan
  - Affordable Housing & Homelessness Initiatives

Homelessness Action Plan Selection Process

- Request for Proposals (RFP) issued **June 2, 2025**
- RFP Submittals Due **July 11, 2025**
  - Received (7) Submissions
- Top Four Firms Interviewed **August 5, 2025**
- Firm Selection **September 11, 2025**

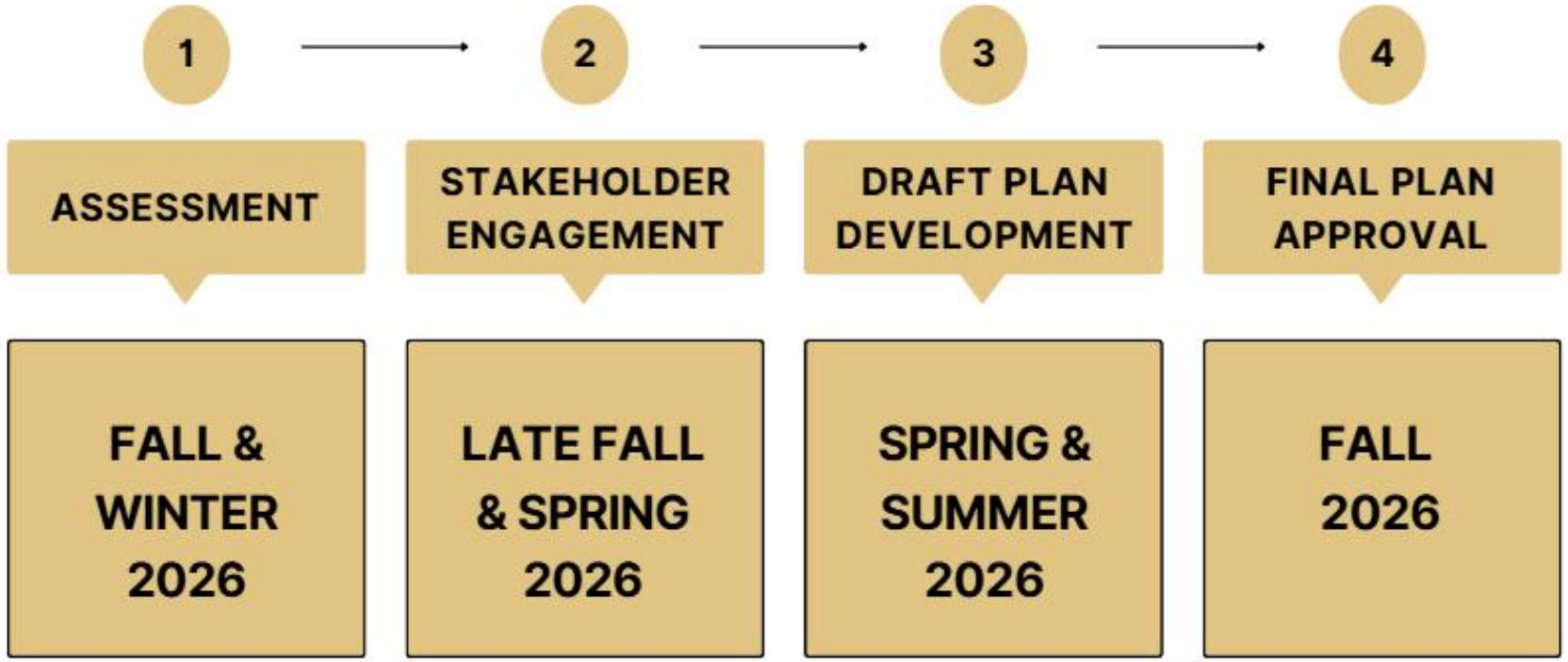
Selection of Consulting Firm

Social Change Partners, LLC:

- Founded in 2013, based in San Francisco
- Specialized in authentic community engagement, complex planning processes
- Staff rooted in the East Bay, diverse complementary skills and professional backgrounds, lived experience of public systems
- Recent homelessness planning projects in Bay Area Counties

Process and Timeline

Newark's Five-Year Homelessness Action Plan Development Schedule



Staff Recommendation to City Council

1. Authorize the City Manager to execute a Consulting Services Agreement with Social Change Partners, LLC in an amount not-to-exceed $89,850 for the development of the plan.

2. Approve an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to appropriate funding for the plan's development.



Thank you!

Questions

STAFF REPORT

Item H. 1.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Appoint Delegate/Alternates to the League of California Cities Annual Conference and Expo

---

Every year, the League of California Cities convenes a member-driven General Assembly at the California Cities Annual Conference and Expo. This year's event will be held October 8-10, 2025, at the Long Beach Convention Center. On October 10, there is a General Assembly meeting comprised of voting delegates appointed by each member city. The appointed voting delegate plays an important role during the General Assembly by representing the city and voting on resolutions that impact the League of California Cities policy and potential bylaw amendments. A copy of the Voting Delegate process is attached to the staff report.

Council Member Grindall has advised that he will attend the Conference and requested to serve as the City's voting delegate. Staff is seeking a motion to appoint Council Member Grindall as the Voting Delegate and up to two alternate delegates may be selected.

Funds to attend the annual League of California Cities Annual Conference and Expo are included in the City’s operating budget.

Attachments

Voting Delegate Packet

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

STAFF REPORT

Item H. 2.

DATE	09/11/2025
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Adopt a Resolution confirming Mayor's appointment(s) to the Community Development Advisory Committee

---

The Community Development Advisory Committee (CDAC) is an appointed committee that provides recommendations to the City Council for the use of Community Development Block Grant funds and to the Community Development Director on priorities for the use of Housing funds. Namit Saksena, who was appointed to the Committee in 2022, resigned from the committee. A notice was posted advertising the vacancy. Applications were received from Jason Miguel, Isabelle Farias, Maria Alcorta Matthews, Ravi Dhillon, and Erin Evers.

The Community Development Advisory Committee membership consists of two Council Members, two Planning Commissioners, and the balance from the community. There is no limit on the number of community members appointed. Mayor Hannon will announce his appointments at the City Council meeting.

RECOMMENDATION

It is recommended that the City Council, by resolution, approve the Mayor's appointments to the Community Development Advisory Committee.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE APPOINTMENT(S) OF TBD TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

WHEREAS, a vacancy occurred on the Community Development Advisory Committee in May; and

WHEREAS, applications to fill the vacancy were received from: Jason Miguel, Isabelle Farias, Maria Alcorta Matthews, Ravi Dhillon, and Erin Evers; and

WHEREAS, the Community Development Advisory Committee does not limit the number of appointments from the community; and

WHEREAS, the Mayor of the City of Newark has appointed TBD to the Community Development Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED that said appointments are hereby approved by the City Council of the City of Newark.

STAFF REPORT

Item I. 1.

DATE 09/11/2025

TO Honorable Mayor and City Council Members

FROM Kristopher Kokotaylo, City Attorney

SUBJECT Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)
Name of Cases:

1) National Opioid Settlement: In Purdue Pharma L.P. et al., United States Bankruptcy Court, Southern District of New York, Case No. 19-23649(RDD) (bankruptcy); In re National Prescription Opiate Litigation, United States District Court for the Northern District of Ohio, MDL No. 2804, Case No. 17-MD-2804 (class action), Reference Number: CL-1732268.

2) National Opioid Settlement: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus, USDC, Northern District of Ohio, MDL No. 2804, Reference Number: CL-1761660.