# CITY OF NEWARK
## CITY COUNCIL

City Administration Building, City Council Chambers

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

# AGENDA

**Thursday, October 9, 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.** Commending Urban Forest Friends

**2.** Proclaiming National Manufacturing Week

**3.** Proclaiming October as Cybersecurity Awareness Month

**4.** Washington Health's Community Health Plan for the City of Newark

**C. PUBLIC COMMENT**

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

**D. CONSENT CALENDAR**

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

**1.** Approval of Audited Demands

**2.** Approval of September 25, 2025, minutes.

3. Adopt a Resolution Authorizing the City Manager to Execute a Fourth Amendment to the Contractual Service Agreement with Good City Company for Professional Planning Services

4. Adopt a resolution approving amendments to the Salary Schedule in effect July 1, 2025, and July 11, 2025

## E. PUBLIC HEARINGS

## F. OTHER BUSINESS

1. Adopt a resolution approving an amendment to the Compensation and Benefit Plan for Management, Supervisory, and Professional Employees updating the executive compensation for the Police Chief by incorporation of General Leave and retirement formula provisions

## 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.*

## I. CLOSED SESSION

1. Closed Session pursuant to Government Code Section 54957, Public Employee Performance Evaluation, Title: City Manager

## 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: 884

6902 7230 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**<br>City Manager | **Lenka Hovorka**<br>Assistant City Manager |
| **Kristopher J. Kokotaylo**<br>City Attorney | **Steven Turner**<br>Community Development Director |
| **Jonathan Arguello**<br>Police Chief | **Edwin Miranda**<br>CIO/Information Technology Director |
| **Howard Young**<br>Public Works Director | **Brittney Frye**<br>Human Resources Director |
| **Krysten Lee**<br>Finance Director | **Ryan Nishimoto**<br>ACFD Deputy Chief |
| **Nicholas Cuevas**, Recreation and Community Services Director | |

# STAFF REPORT

Item B. 1.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Kathy Slafter, Deputy City Clerk |
| **SUBJECT** | Commending Urban Forest Friends |

Since 2021, Urban Forest Friends has planted one hundred sixty-six (166) trees in Newark parks. Volunteers with the Urban Forest Friends have adopted trees to provide the extra watering needed to help the trees thrive. A commendation has been prepared to thank the volunteers for their time and effort. The project lead for Urban Forest Friends is Ms. Yoo-Yoo Yeh. She and Urban Forest Friends volunteers will be at the meeting to accept the commendation.

**Attachments**

Commendation

COMMENDATION

Urban Forest Friends Tree Waterers

WHEREAS**,** since 2021, Urban Forest Friends has planted 166 trees around Newark, bringing people from across the community together to improve our city and our planet; and

WHEREAS**,** the planting of a tree is only the beginning, as young trees require extra care during their first year to grow deep roots in their new environment; and

WHEREAS**,** dedicated tree-watering volunteers stepped forward to adopt multiple trees, taking time out of their weekends to pull heavy wagons, lift water buckets, and provide each tree with 10 gallons of water every week for six months, and every other week for the following six months; and

WHEREAS**,** the health and survival of Newark's young trees is a direct result of the diligence, hard work, and stewardship of these volunteers;

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

Urban Forest Friends Tree Waterers

Haider Ahmed
Rosario Avila
Joyce Bordador
Ines Canales
Talia Chalhoub
Vishal Chandrashekar
Christopher Clarida
George Draper
Marcelo Flores
Ricardo Flores
Reetu Garg
Lucas Gonzales
Sunandha Govindaraj
Mark Graham
Jatinder Kaur
Rachel Kumar
Rita Kumar
Adiana Kundrat
Cara Kundrat
Marcus Landon
Christi Lewis
Mario Lintag
Addison Lola
Bryan Lopez
William McCarthy
Nitin Mittal
Raul Penaloza
Sivashankary Pillay
Kiana Ponce
Nishaan Ponnuru
Rovneesh Raj
Tiana Roy
Anvita Saboo
Asees Sethi
Rishita Siddhareddy
Charrisse Silveria
Precious Sumagaysay
Gautham Viswanathan
George Wang
Yoo-Yoo Yeh
Jasper Zhang

for their commitment to our community's environment and thank them for their vital role in ensuring a greener future for 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 Ninth Day of October, Two Thousand Twenty-five.

MICHAEL K. HANNON
Mayor

# STAFF REPORT

Item B. 2.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Kathy Slafter, Deputy City Clerk |
| **SUBJECT** | Proclaiming National Manufacturing Week |

National Manufacturing Week begins on the first Friday in October and continues for a week honoring the contributions of the manufacturing sector by sharing information about the work done in the last year and its impact on the economy. This year, it takes place from October 3 to 10. A proclamation has been prepared and Management Analyst I Morgan Pedersen and members of the business community will be at the meeting to accept it.

**Attachments**

Proclamation No. 1952

PROCLAMATION NO. 1952

NATIONAL MANUFACTURING WEEK

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

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

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

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

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

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

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim Friday, October 3, 2025, through Thursday, October 10, 2025, as

NATIONAL MANUFACTURING WEEK

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

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

Michael K. Hannon
Mayor

# STAFF REPORT

Item B. 3.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Angela Montez, Information Systems Tech |
| **SUBJECT** | Proclaiming October as Cybersecurity Awareness Month |

Cybersecurity Awareness Month is a global initiative that raises awareness about online safety and empowers individuals and businesses to protect themselves from cybercrime. A proclamation will be presented to Ed Miranda, IT Director for the City of Newark, in recognition of supporting the collaboration and partnership that strengthens the city's cybersecurity.

**Attachments**

Proclamation No. 1951

PROCLAMATION NO. 1951

CYBERSECURITY AWARENESS MONTH

WHEREAS, the City of Newark recognizes its vital role in safeguarding our community by identifying, protecting, and responding to cyber threats that endanger residents, businesses, and our shared security and privacy; and

WHEREAS, individuals, businesses, nonprofits, government agencies, schools, and the economy increasingly depend on technology to work, learn, and connect; and

WHEREAS, cyber threats continue to rise, with attacks causing serious harm to people and organizations nationwide; and

WHEREAS, protecting our digital lives requires a community-wide effort to ensure all Newark residents have the skills, awareness, and resources to be safe and responsible digital citizens; and

WHEREAS, Cybersecurity Awareness Month, launched in 2004 by the U.S. Department of Homeland Security and the National Cybersecurity Alliance, is now recognized nationwide by governments and thousands of organizations; and

WHEREAS, the City of Newark is committed to promoting innovation, strengthening resilience, and empowering residents to take simple, proactive steps to stay secure online; and

WHEREAS, the 2025 theme — "Stay Safe Online" — highlights four simple actions everyone can take: use strong passwords and a password manager, turn on multifactor authentication, recognize and report scams, and keep software up to date;

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

CYBERSECURITY AWARENESS MONTH

in the City of Newark and encourage all residents, businesses, and visitors to put cybersecurity knowledge into practice and help keep our community safe.

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

MICHAEL K. HANNON
Mayor

# STAFF REPORT

Item B. 4.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Kathy Slafter, Deputy City Clerk |
| **SUBJECT** | Washington Health's Community Health Plan for the City of Newark |

Angus Cochran, Ph.D., Chief, Community Support Services Washington Health, will give a presentation on Washington Health's Community Health Plan for the City of Newark.

**Attachments**

Presentation




# Washington Health Community Health Plan for City of Newark

Angus Cochran
Chief, Community Support Services

# Today's Presentation

- Community Health Needs Assessment (CHNA): Purpose, Process, and Methods
- 2025 Prioritized Community Health Needs
- Analysis of Individual Health Needs
- City of Newark Health Summary
- Outline 2026-2028 Community Health Improvement Plan (CHIP)



# Purpose of the CHNA and CHIP

- Federally mandated every three years
- Provides insight into the health of the community
- Prioritizes local health needs
- Identifies areas of focus
- Enables development of outreach and education strategies to improve well-being of community members
- Based on Data Analysis and Community Interviews



# Washington Township Health Care District Population, 2024

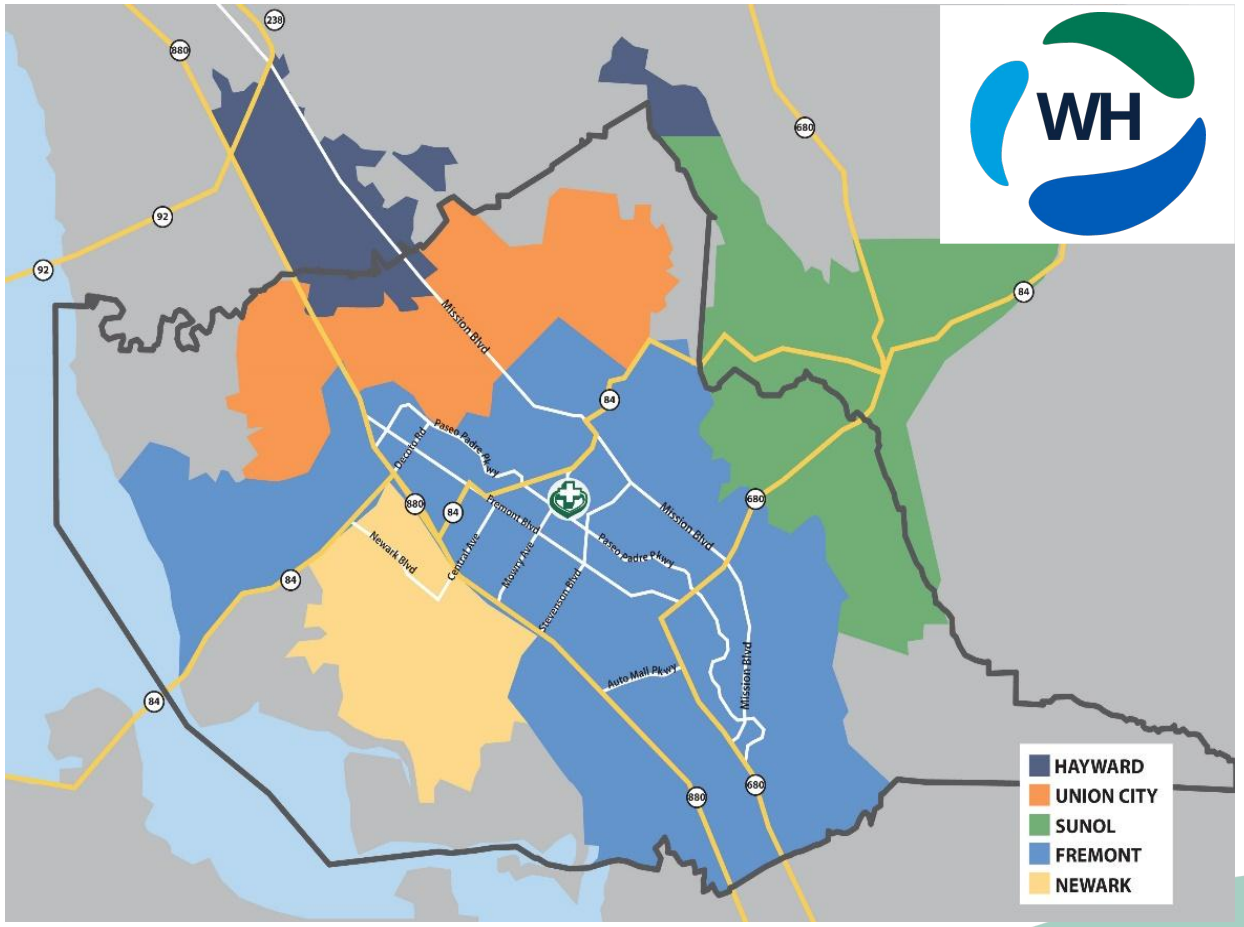
**District Total Population: 340,642**

- Fremont: 228,192
- Newark: 46,254
- Union City: 66,196

**AC Most Common Languages Spoken:**

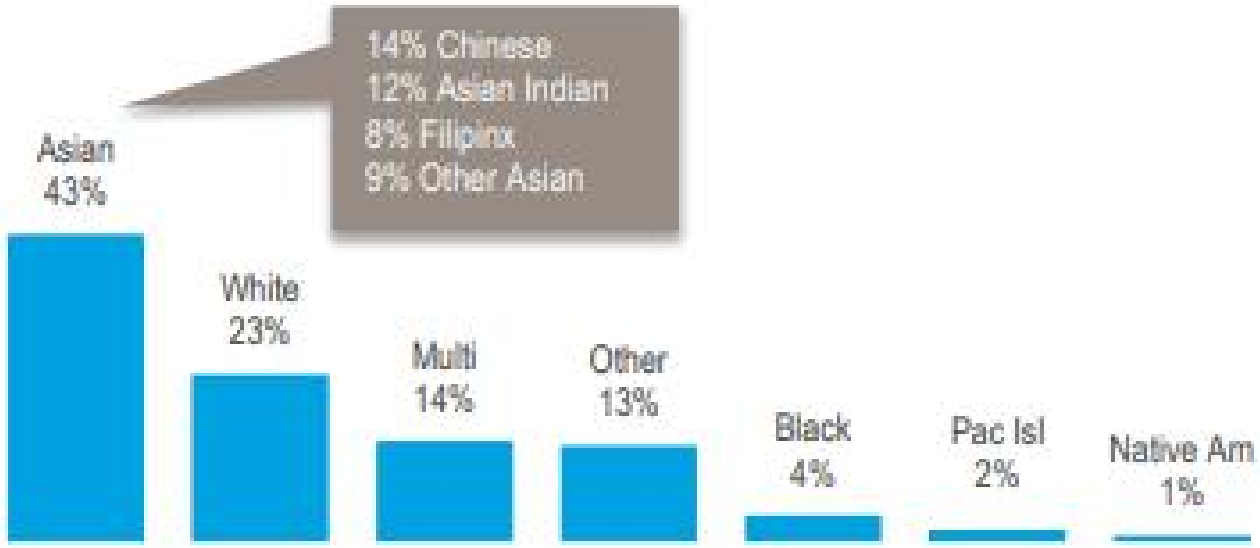
- English
- Spanish
- Chinese (Cantonese and Mandarin)
- Tagalog/Filipino
- Hindi

- 54% of Tri-City speak languages other than English at home (regardless of English proficiency)



# Racial and Ethnic Demographics of Newark

**Race: A majority of residents are non-White.**




**Ethnicity: Between one-quarter and one-third are Latino.**




**Language: About one in five over age 5 speak limited English.**

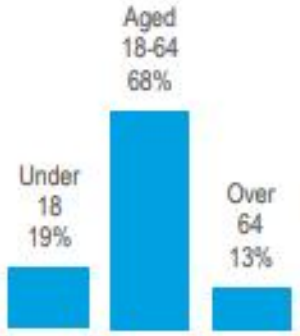



**Nativity: Close to half of residents are foreign-born.**

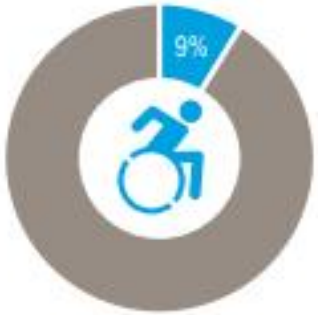


# Social and Economic Demographics of Newark

**Age: Nearly one in five residents are children.**




**Disabilities: About in 10 residents lives with a disability.**




**Education: Almost half of residents age 25+ earned at least a Bachelor's.**




**$121,703**

**Real Cost Measure (RCM)**
**For a four-person household in Alameda County**

**Income: More than one in four households earn less than $100,000 annually.**

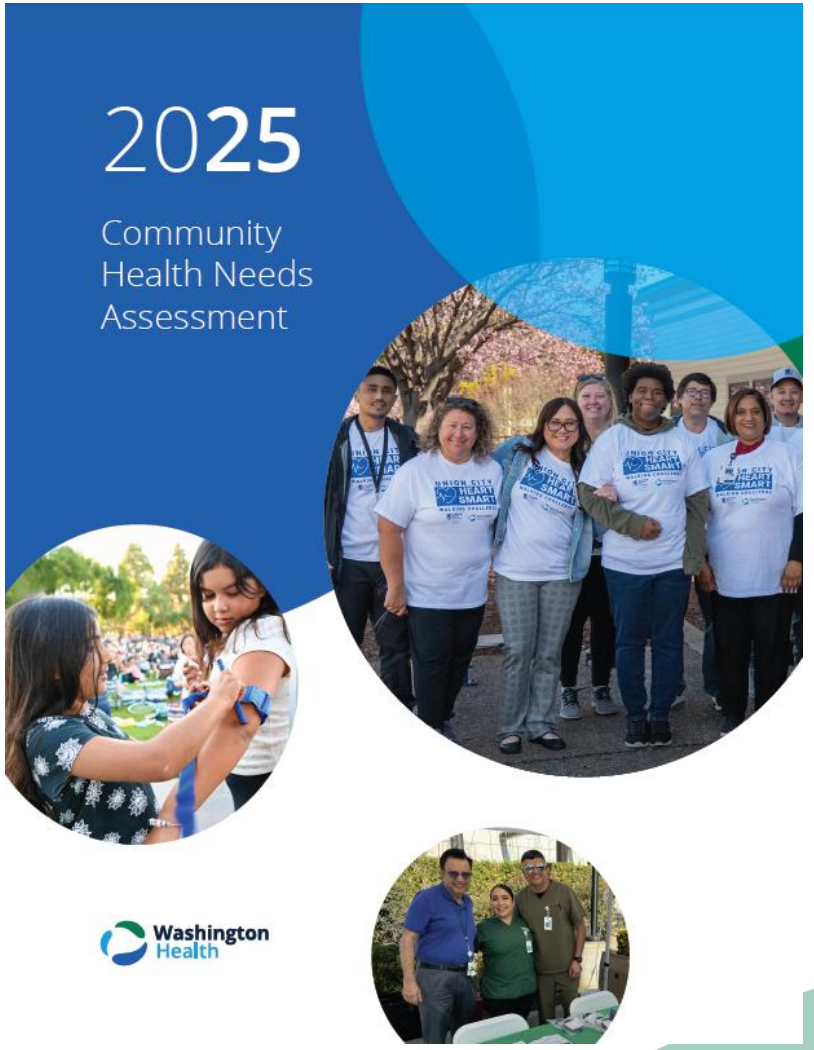



**$1.2M**

median home sale price

# Key Health Needs from 2025 Assessment

1. Economic Security
2. Behavioral Health
3. Healthcare Access & Delivery
4. Inequity & Discrimination
5. Cognitive Decline
6. Diabetes & Obesity
7. Heart/Stroke
8. Cancer
9. Maternal/Infant Health
10. Unintended Injuries



# Economic Security

# Economic Security

Includes housing security, food security, and educational attainment

- Prioritized in *98%* of discussions
- Low wages and high living costs prevent many from affording stable housing, leading to unstable situations like living in cars.
- Economic insecurity forces many to drop out of education to find immediate employment, affecting long-term career prospects.
- Inequities:
  - Refugees face significant economic insecurity, exacerbated by language barriers
  - Seniors with slightly above-threshold incomes struggle to survive without qualifying for additional support

*Income is not balanced against the expenses, as food and rents have risen so much; everything has risen excessively and salaries have not.*

*– Key Informant Interviewee*

*You could be working one and two jobs and still not have a stable home of your own in this, in the Bay Area economy.*

*– Key Informant Interviewee*

# Median Income varies significantly by race/ethnicity




Sources: United Way: Real Cost Measure, 2021. U.S. Census Bureau, ACS: Median household income, 2019-2023. No data made available for Black households in Newark or for Native American households in Union City.

# Behavioral Health

# Behavioral Health

Includes mental health, substance use, and community safety

- Prioritized by 90% of all discussions
- Critical shortage of behavioral health professionals
- Economic hardship, housing instability, and intergenerational trauma frequently mentioned as contributing factors.
- Community often mentioned stigma as a significant barrier.
- Community safety includes intimate partner violence and other acts of violence
- Racial inequities:
  - White, Black, and Hispanic/Latino students have highest rates of alcohol and drug use
  - Multiracial and White adults have higher rates of serious psychological distress

*Alcoholism is a coping mechanism for a lot of men in our community that don't access resources. They don't talk about emotions or feelings.*

*– Key Informant Interviewee*

*When there's violence in the home or community, it stunts our ability to thrive if we're subject to it or living in fear of it.*

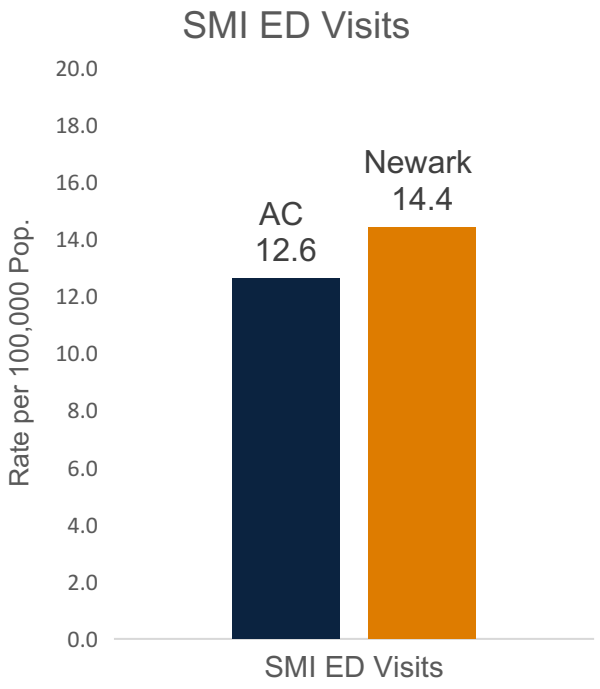
*– Key Informant Interviewee*

# Behavioral Health Incidence better than County Average

**Seven Tri-City Behavioral Health indicators:**

- **Severe mental illness**
  *ED visits, hospitalization*
- **Severe mental illness re: drug/alcohol**
  *ED visits, hospitalization*
- **Self-harm**
  *ED visits, hospitalization*
- **Suicide, deaths of despair**
  *ED visits, hospitalization, mortality*
- **Drug overdose (opioid, any drug)**
  *ED visits, hospitalization, mortality*
- **Drug and alcohol abuse & dependence**
  *ED Visits, hospitalization, mortality*

Every indicator favorable vs Alameda County except severe mental illness (SMI) ED visits in Newark



# Healthcare Access & Delivery

# Healthcare Access & Delivery

- Prioritized in 50% of all discussions
- Want co-located medical, dental, and behavioral healthcare
- Emphasis on language barriers which can hinder access (between healthcare providers and patients)
- Need for culturally relevant care, providers who understand and reflect identities/cultures of patients.
- Racial inequities:
  - Undocumented individuals often avoid seeking healthcare due to fear of deportation.

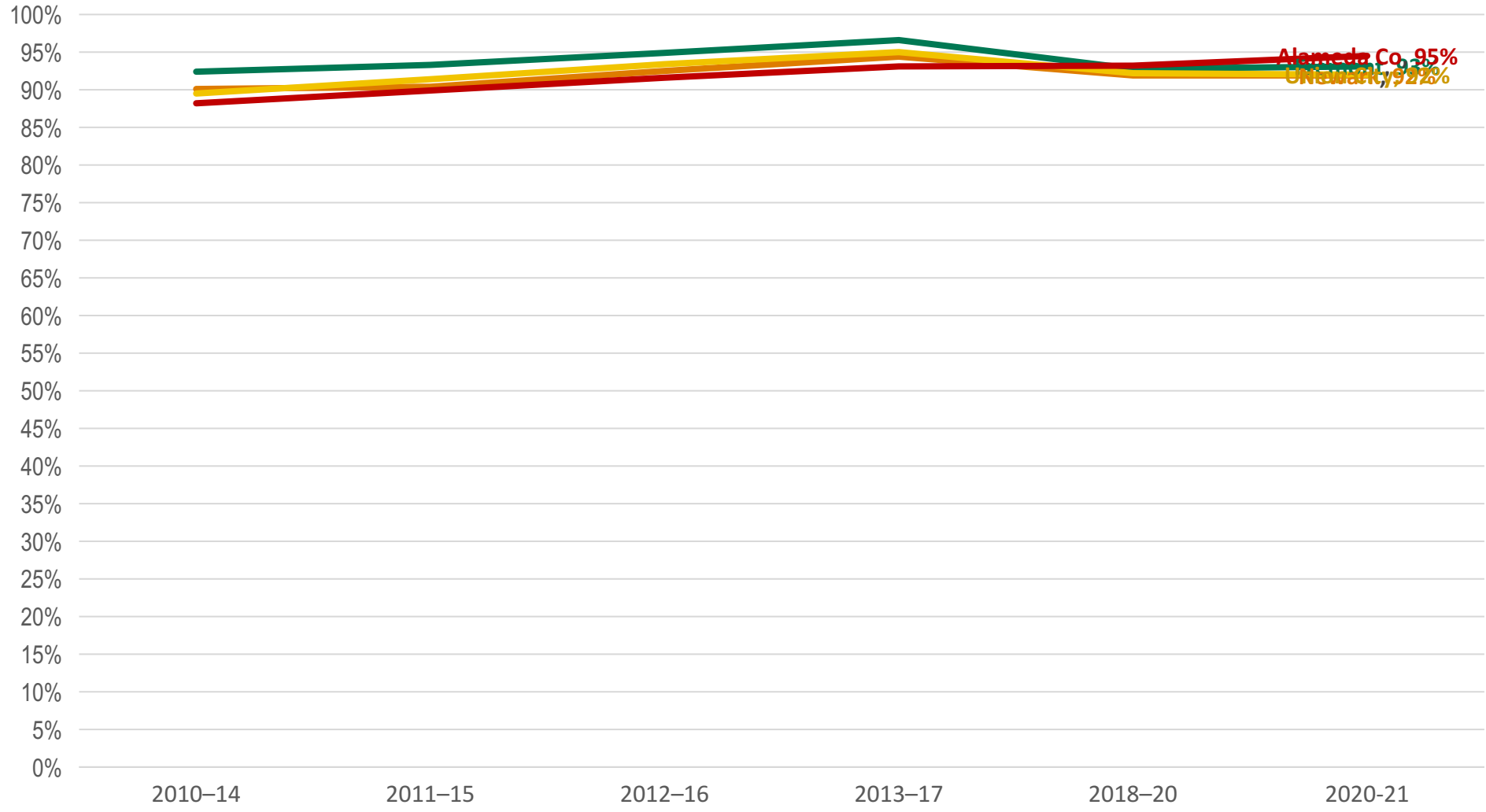
*Limited access to health care services in languages other than English and a lack of culturally sensitive providers can create challenges for diverse populations.*

*–Focus Group participant*

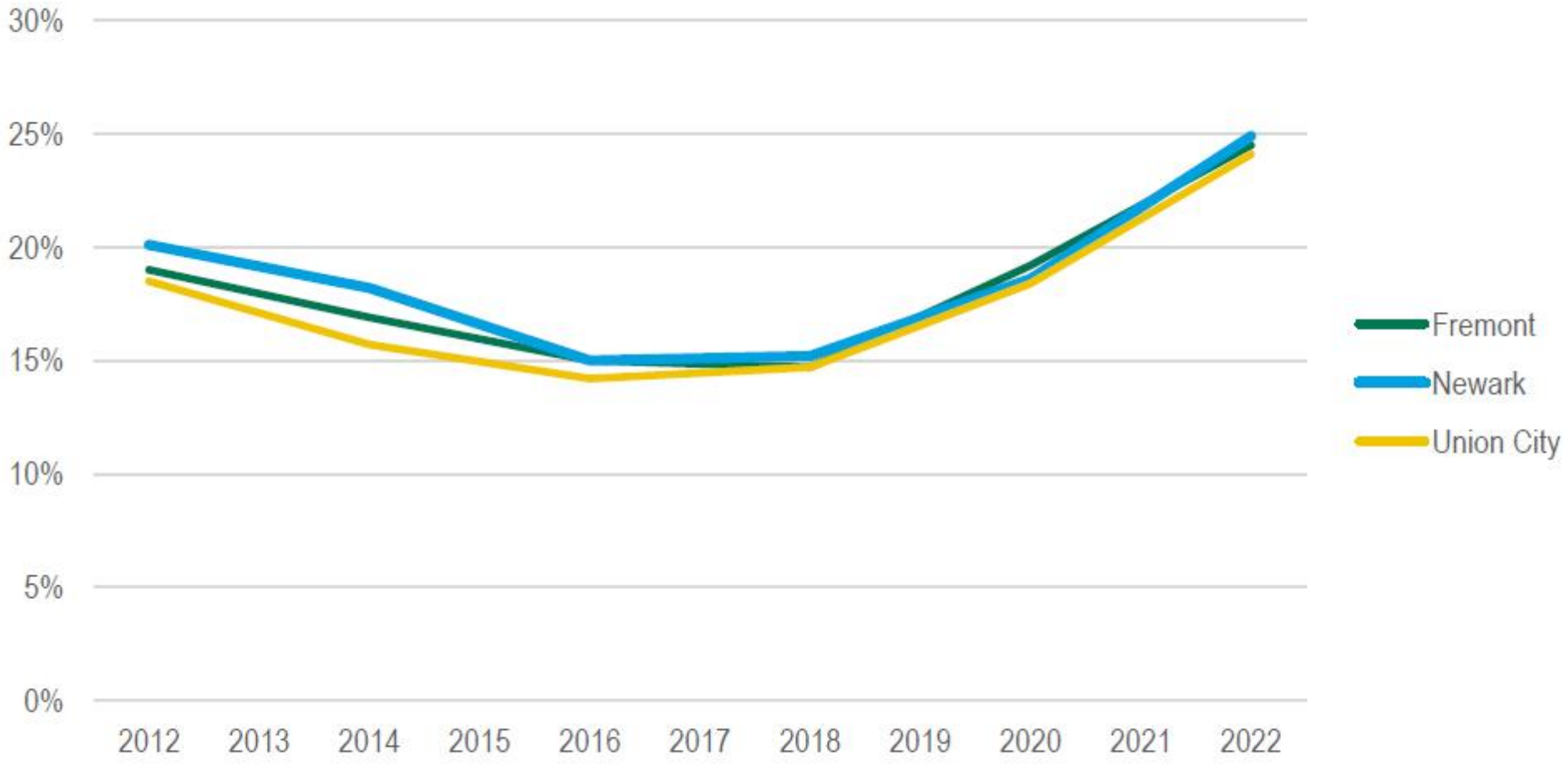
*People have waited months and months and months for appointments with their primary care provider. It is crazy.*

*– Key Informant Interviewee*

# More than nine in 10 South County residents are insured



# One in four South County residents have difficulty accessing care




Source: California Health Interview Survey, 2021–2022.

# Inequity & Discrimination

# Inequity & Discrimination

- Topic prioritized by 48% of all interviews and focus groups
- Community members called out discrimination across all settings, including healthcare, workplace, schools, and housing.
- Participants discussed how multiple forms of discrimination (race, gender, sexual orientation, immigration status) intersect, compounding disadvantages for affected people.
- Racial inequities seen in life expectancy data

*Our LGBTQ population. A fear of being discriminated against... they just don't want to deal with it, so they don't go [to a health appointment].*

*- Key Informant Interviewee*

*Structural racism plays out near constantly, and it's pervasive... people of color experience a near-constant hypervigilance around our race.*

*- Key Informant Interviewee*

# Life expectancy lowest for Black residents

| Race | Fremont | Newark | Union City | Alameda County |
|---|---|---|---|---|
| Asian | 88.8 | 87.1 | 85.4 | 86.7 |
| **All Races** | 85.3 | 84.6 | 82.4 | 82.2 |
| White | 82.2 | 83.5 | 77.6 | 82.6 |
| Hispanic/Latino | 82.1 | 83.4 | 80.7 | 80.7 |
| American Indian/Alaska Native | No data available | | | 76.0 |
| Pacific Islander | 77.4 | No data available | | 72.1 |
| Black | 75.1 | 79.8 | 73.4 | 71.9 |

Source: Alameda County Public Health Department CAPE Unit, 2019-2023. Note: In the table, dark green represents highest life expectancy, dark red represents lowest life expectancy.

# Cognitive Decline

# Cognitive Decline

- Alzheimer's disease is the fifth leading cause of death in Alameda County.
- Risk factors associated with cognitive decline (ex: diabetes, high blood pressure, obesity) are of concern in the healthcare district
- Community expressed need for geriatricians and other specialized care for older adults
- Racial Inequity:
  - Alzheimer's Disease mortality is substantially higher for both Black and White community members

*"There aren't many physicians who specialize in geriatric care…there's a real difference between assessing an older person and a younger person."*

*- Key Informant Interviewee*

# Alzheimer's disease mortality highest in Latino population in Newark

| Alzheimer's mortality rate (per 100,000) | All Races | Black | Latino | White | Asian |
|---|---|---|---|---|---|
| Fremont | 58.1 | 162.4 | 72.2 | 77.7 | 37.7 |
| Newark | 48.2 | NA | 57.7 | 56.0 | 41.4 |
| Union City | 74.4 | 163.5 | 53.8 | 123.2 | 58.8 |

Source: Alameda County Public Health Department CAPE Unit, 2019-2023. Note: "NA" indicates data were not available. Cells that are orange indicate the datapoint is at least 20% worse than its comparison, while cells that are orange indicate that the datapoint is worse, but not as much as 20% worse.

# Diabetes & Obesity

# Diabetes & Obesity

- Community noted the high prevalence of these diseases within their communities, often linked to poor diet and lack of exercise.
- Acknowledged built environment issues: lack of access to healthy foods or safe places to exercise
- Health care access was a concern for some in addressing diabetes, including lack of insurance.
- Community members asking for:
  - More recreation programs
  - Better access to healthy foods
  - Better education on nutrition and possible lifestyle changes to support the management of chronic diseases such as diabetes.
- Homelessness a significant barrier also, as it limits access to proper nutrition and stable living conditions necessary for disease management.

*"People who actually have been diagnosed with hypertension, it's almost everybody. The number of people who are prediabetic or who have already been diagnosed with diabetes is just over the top."*

*– Key Informant Interviewee*

# Diabetes continues to be a source of concern

## Diabetes Prevalence, Adults (Percent)

| | Fremont | Newark | Union City | Alameda County |
|---|---|---|---|---|
| 2011–2012 | 7.0% | 8.2% | 8.2% | 6.4 (2012) |
| 2013–2014 | **5.8%** | **6.4%** | **6.9%** | 4.0 (2013) |
| 2015–2016 | 8.5% | 9.7% | 10.1% | 7.1 |
| 2017–2018 | 9.0% | 10.0% | 10.3% | 8.1 |
| 2019–2020 | 11.4% | 13.6% | 13.7% | 10.3 |
| 2021–2022 | 13.4% | 14.8% | 15.6% | 11.5 |

Source: California Health Interview Survey. Retrieved from Healthy Alameda County. Yellow shading indicates that the rate is higher than the county overall by 5% or more.

## Children Ages 2–11 who are Overweight (Percent)

| | Fremont | Newark | Union City | Alameda County |
|---|---|---|---|---|
| 2015–2016 | 19.6% | 28.3% | 24.8% | 18.2% |
| 2017–2018 | 11.8% | 16.9% | 14.4% | 11.4% |
| 2019–2020 | 13.3% | 15.0% | 15.2% | 13.2% |
| 2021–2022 | 8.5% | 11.8% | 10.7% | 9.6% |

Source: California Health Interview Survey. Retrieved from Healthy Alameda County. This indicator shows the percentage of children aged 2–11 who are overweight for their age where weight = 95th percentile. This measure considers sex, age, and weight, but does not include height. Yellow shading indicates that the rate is higher than the county overall by 5% or more.

## Teens who are Overweight or Obese (Percent)

| | Fremont | Newark | Union City | Alameda County |
|---|---|---|---|---|
| 2015–2016 | 51.6% | 64.8% | 58.5% | 47.4% |
| 2017–2018 | 33.0% | 42.4% | 37.7% | 33.2% |
| 2019–2020 | 23.9% | 26.0% | 26.8% | 23.2% |
| 2021–2022 | 35.6% | 42.9% | 39.2% | 36.3 |

Source: California Health Interview Survey. Retrieved from Healthy Alameda County. This indicator shows the percentage of high school students who are overweight or obese. Using body mass index reference data by age and sex, overweight is categorized as 85th percentile but 95th percentile and obese is 95th percentile. The BMI is calculated by taking a person's weight and dividing it by their height squared in metric units. (BMI = Weight (Kg)/[Height (m) ^ 2] ). Yellow shading indicates that the data is worse than the county by 5% or more.

Childhood Obesity rates are consistently worse in Newark and Union City than the County Overall

# Heart/Stroke

# Heart/Stroke

- Cerebrovascular issues such as stroke, heart disease, and heart attack are among the top causes of death in the county.
- Community discussed drivers of poor cardiovascular health outcomes:
  - Stress and mental health issues
  - Social determinants of health (disparities in economic insecurity, healthcare access, and healthcare quality) as contributing factors.
  - Poor diet due to food insecurity
  - Need for recreation programs to prevent heart problems and for nutritional education for older adults.

*"We know that stress is a contributor... People who live their life in a vise grip...are very vulnerable to hypertension and unmanaged hypertension."*

*—Key Informant Interviewee*

# Higher Incidence of Cardiac Conditions in Newark and Union City

| Indicator Name | Fremont | Newark | UC | AC |
|---|---|---|---|---|
| Hypertension ED Visits Rate | 198.8 | **244.8** | 277.4 | 239.5 |
| Ischemic Heart Diseases ED Visits Rate | 39.3 | 41.9 | 62.3 | 37.0 |
| Ischemic Heart Diseases Hospitalization Rate | **158.5** | 171.6 | 200.9 | 156.4 |
| Cardiac Dysrhythmia Hospitalization Rate | 58.2 | 86.0 | 65.8 | 74.9 |
| Cardiac Dysrhythmia Mortality Rate | 4.1 | 9.9 | 4.4 | 7.5 |

Notes: Orange shading indicates a statistic is worse than the county by 5% or more. Bold text indicates that an indicator is worse than the county but by less than 5%. UC stands for Union City; AC stands for Alameda County. ED stands for Emergency Department. See *Attachment 3: Secondary Data Tables* for all sources.

# Cancer

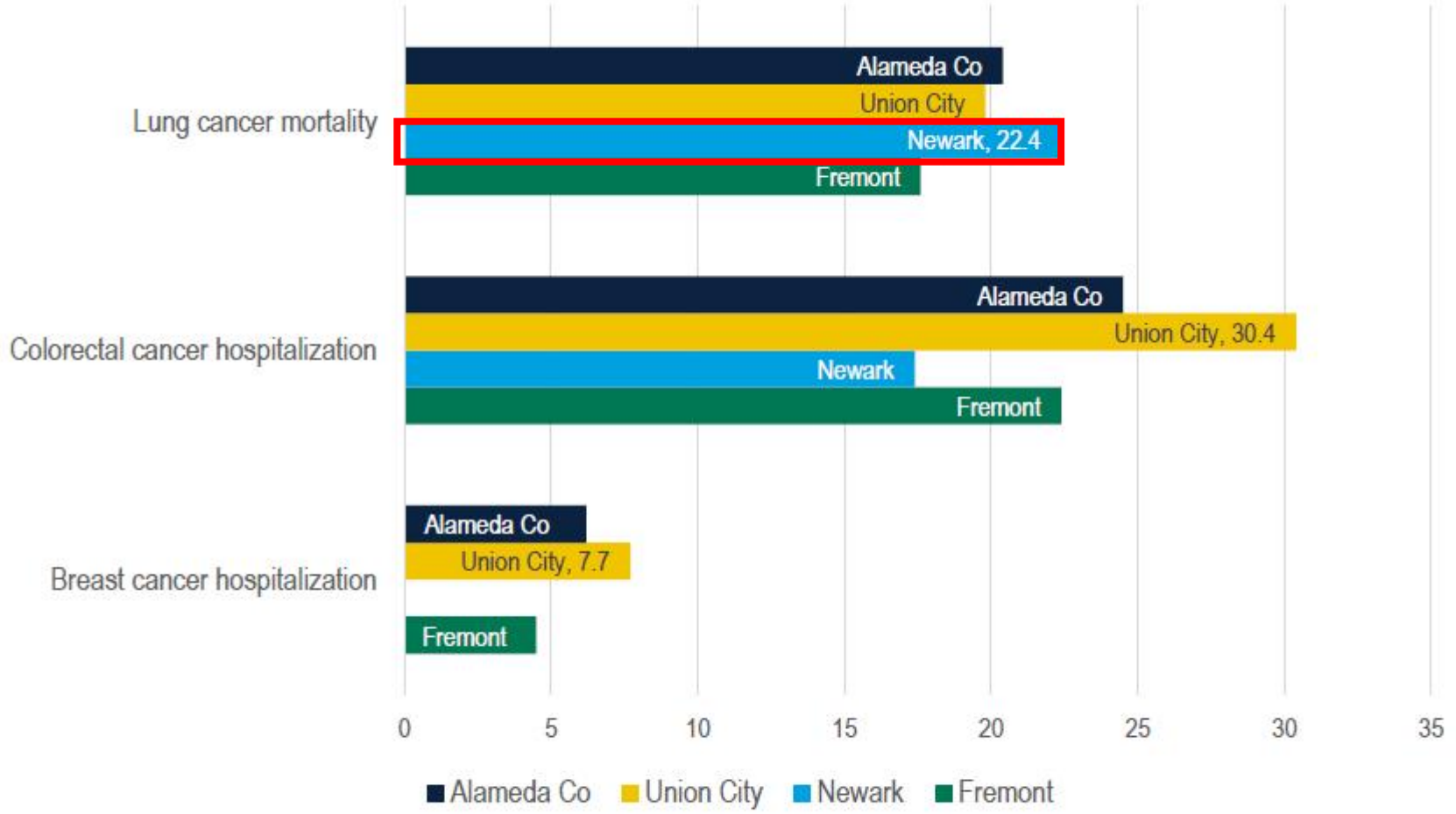
# Cancer

- Cancer was the number one cause of death countywide in 2022.
- Newark has higher lung cancer mortality rate than the county.
- Community discussed concerns about the financial burden of cancer treatment, lack of access to comprehensive cancer screenings, and additional mental health support needed for cancer patients and families.

*"First of all, I would like to talk about cancer. In many ways, when you hear that someone has cancer, [you think about their] income, work, …losing their job."*

*—Key Informant Interviewee*

# Cancer Mortality varies widely by City




Source: Alameda County Public Health CAPE Unit. Mortality: 2019-2023. Hospitalization: 2020-2022 (CA Dept. of Health Care Access and Information data). Note: No breast cancer hospitalization data available for Newark.

# Maternal/Infant Health

# Maternal/Infant Health

- Newark, Union City, and Fremont all have higher rates of infant mortality than Alameda County overall.
- Community discussed concerns about economic constraints that prevent expecting mothers from accessing prenatal and postnatal care as well as the importance of mental health support for mothers.
- Racial inequities:
  - Black mothers face higher rates of severe maternal morbidity and face more challenges accessing care

*"I didn't know that my child, she wasn't breathing when she was first born. Her cord was wrapped around her neck. Had my mom not been there to see it, we wouldn't have known. Nobody said anything to us…Not much support. It wasn't a very good feeling. We were kicked out after two days…I'm now in intensive [mental health] therapy because of how my labor and delivery went."*

*—Key Informant Interviewee*

# District has worse rates of infant mortality than County

| Indicator | Fremont | Newark | Union City | Alameda County |
|---|---|---|---|---|
| Infant mortality rate per 1,000 live births | 4.4 | 5.2 | 5.2 | 3.5 |
| Singleton low birth weight | 6.7% | 6.3% | 7.3% | 6.2% |
| Singleton premature birth | 7.0% | 7.0% | 7.8% | 7.3% |
| Teen births | 1.5% | 3.5% | 2.7% | 5.9% |

Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, 2019–2023.
Note: Orange shading denotes values that are worse by 20% or more versus the county, and yellow shading denotes values that are worse than the county, but by less than 20%.

# Unintended Injuries

# Unintended Injury

- Unintended injuries were the number one reason for preventable ED visits and hospitalizations in all three district cities and the county.
  - Includes falls, motor vehicle crashes, drownings, poisonings, pedestrian-related injuries, and industrial accidents
- Community discussed concerns for undocumented individuals that work in unsafe environments as well as people who may be injured while experiencing homelessness.
- Racial and Economic inequities:
  - Data for unintended injuries mortality highest for the black population
  - Racial inequities tied to lack of access to safe transportation and absence of sidewalks in low-income neighborhood

*"That's how so many people die. They get an injury, the injury gets infected. And then what? You know, they don't have a place to like rest, they don't have a place to shower regularly. But health care is huge. That is very much a basic need."*

*—Key Informant Interviewee, discussing unhoused individuals*

# Death rates due to unintended injuries highest in White population in Newark

| Unintended Injuries Mortality Rate (per 100,000) | All Races | Black | Hispanic/ Latino | White | Asian | Multi |
|---|---|---|---|---|---|---|
| Deaths Fremont | **20.1** | 56.9 | 38.8 | 37.2 | 9.0 | 25.4 |
| Deaths Newark | **24.7** | NA | 19.4 | 33.2 | 16.8 | NA |
| Deaths Union City | **28.0** | 84.2 | 36.0 | 52.3 | 17.1 | NA |

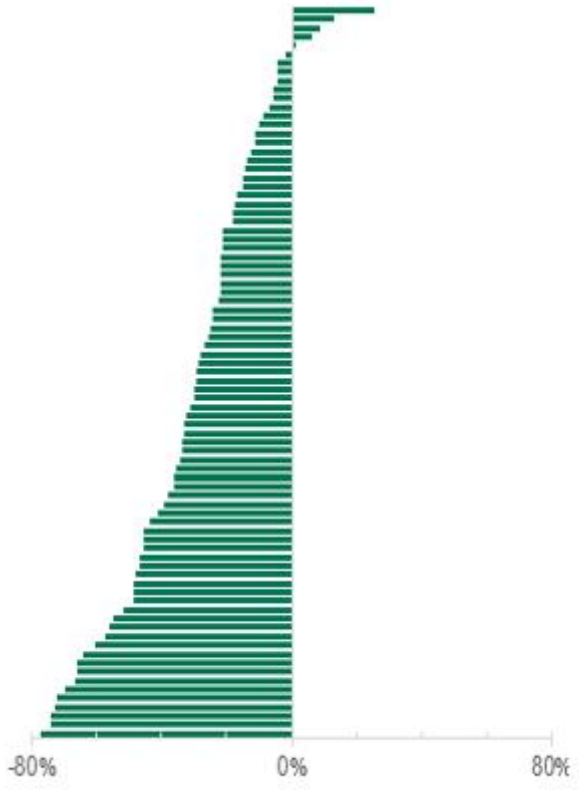
Source: Alameda County Public Health Community Assessment Planning & Evaluation (CAPE) Unit, 2019–2023.
Note: "NA" indicates data were not available. Orange shading denotes values that are worse by 20% or more versus the county.

# City Snapshots

# City vs. Alameda County

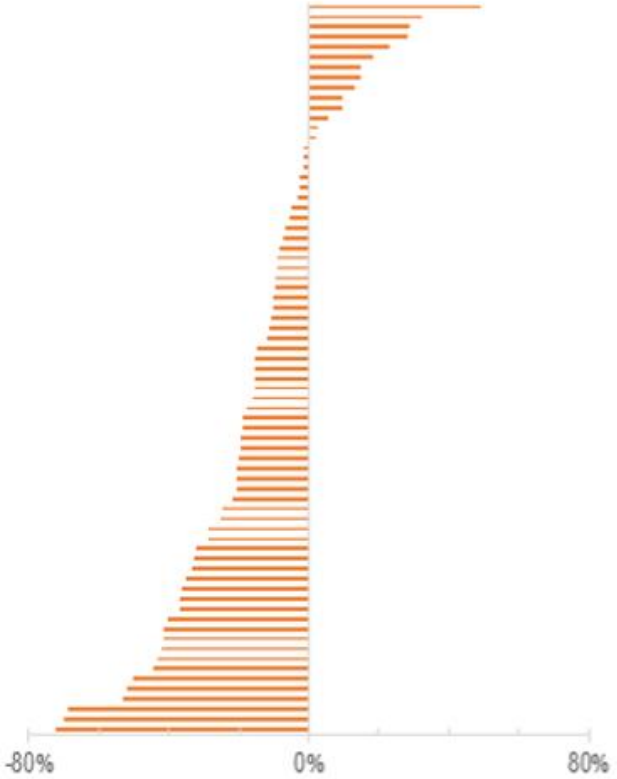
**Fremont**

Of the 85 indicators available for Fremont, 93% are the same/better than the county.



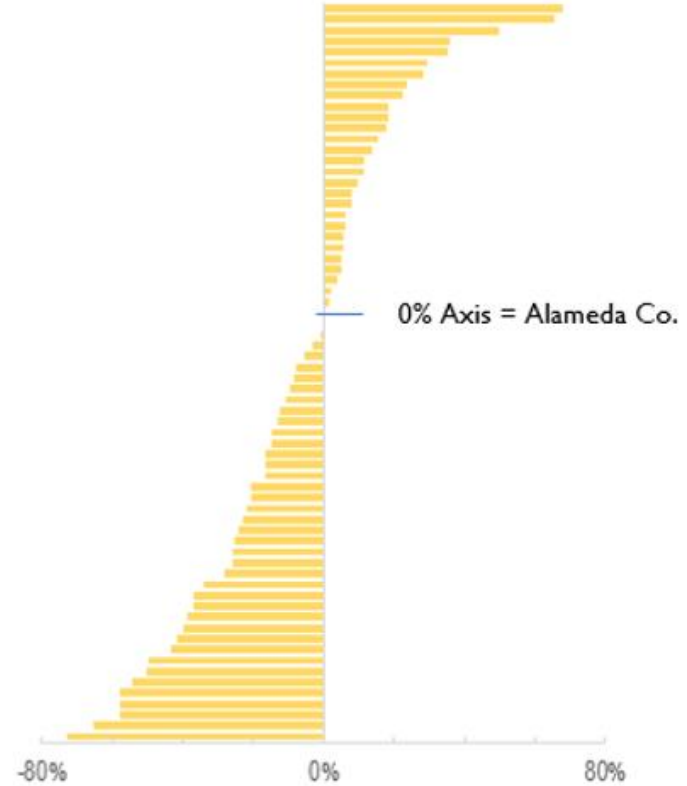

**Newark**

Of the 75 indicators available for Newark, 80% are the same/better than the county.

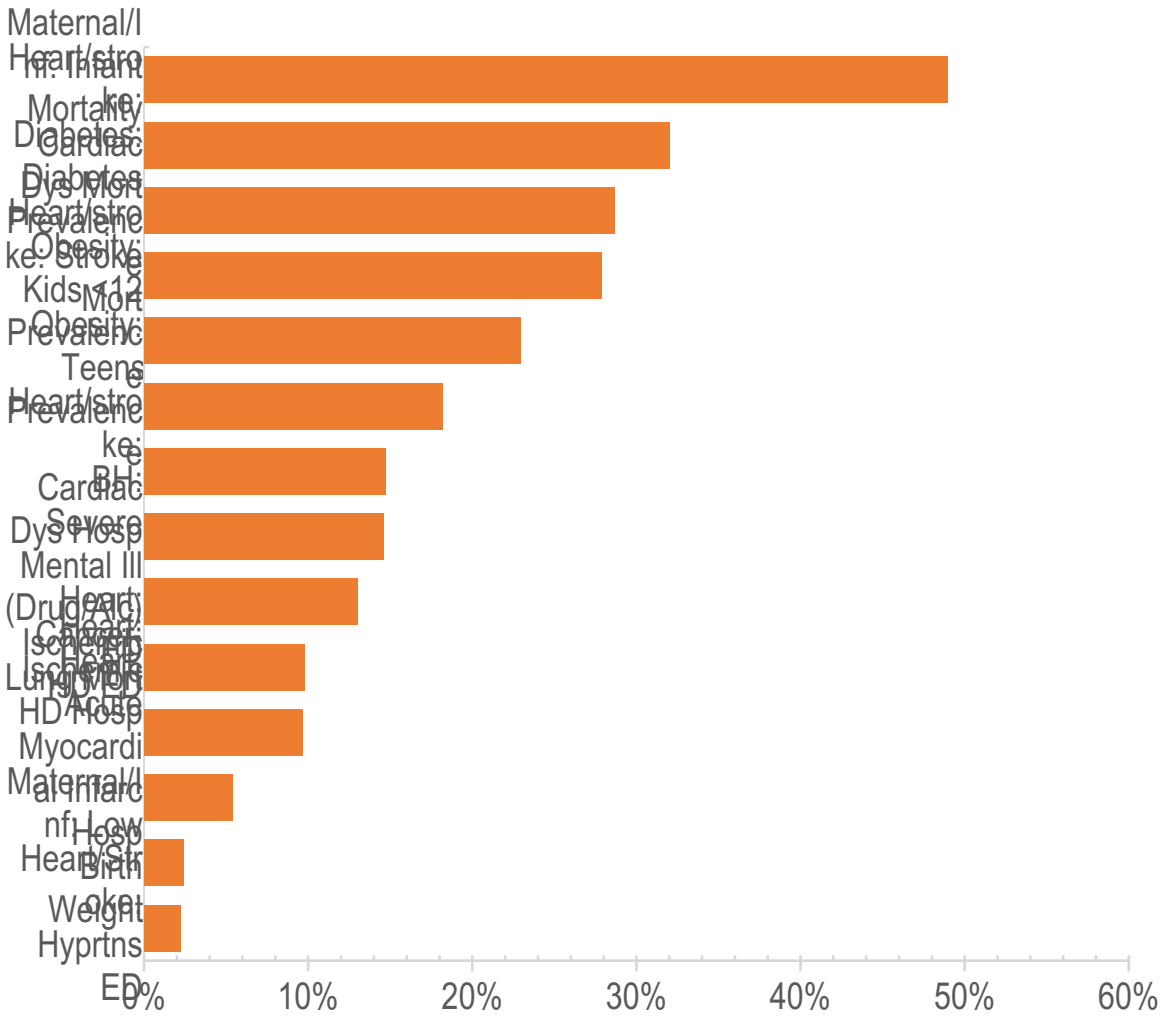



**Union City**

Of the 70 indicators available for Union City, 56% are the same/better than the county.



# 14 Newark health indicators worse than Alameda County




Disease Incidence compared to Alameda County Rate, per 100,000 pop.

# 2026-28 Community Health Improvement Plan

# Focus Areas for 2026-28 CHIP

1. Healthcare Access & Delivery
2. Healthy Lifestyles
   - Diabetes & Obesity
   - Heart/Stroke
   - Cognitive Decline
3. Cancer
4. Unintended Injuries



# Healthcare Access & Delivery – Ongoing Initiatives

- Patient Family Advisory Council
- Community Advisory Board
- Health Equity Diversity Inclusion Council (HEDIC)
- Level II Trauma Center
- Health Insurance Information Service
- ReCARES, community DME program, hosted on campus
- Community Lymphedema Garment Program
- Health education programming (education seminars, speaker's bureau and community wellness fairs)
- Washington Health Financial Assistance and Charity Care Policy
- Participation in Medi-Cal program and Alameda Alliance for Health.



# Healthcare Access & Delivery – New Initiatives

- Urgent Care Center in 2025
- Development of  Warm Springs Outpatient Center
- Analyze patient health outcomes by REAL data
- Staff education on cultural sensitivity
- Increase use of translation technologies
- Multilingual education materials and flyers
- Non-English language health education offerings
- Collaboration with Alameda Alliance after the closure of the Saint Rose Hospital Labor & Delivery
- FQHC collaboration



# Healthy Lifestyles – Ongoing Initiatives

- Health education programming (education seminars, speaker's bureau and community wellness fairs)
  - Community groups, schools, businesses, senior centers, senior living communities
  - 160 events and 17,000 community interactions FY24-FY25
- Diabetes Matters and Diabetes support group
- Mended Hearts support group
- Better Breathers support group
- Union City Heart Smart Walking Challenge
- Fremont Community Ambassador Program for Seniors (CAPS)



# Healthy Lifestyles – New Initiatives

- Healthy Lifestyles Health Fair
- Nutrition education in Newark USD and New Haven USD
- Stroke and heart disease education in Newark USD and New Haven USD
- Restart stroke support group
- Diabetes education targeting Latino population
- Host Women's Alcoholics Anonymous Meeting
- Alzheimer's Association Partnership



# Cancer – Ongoing Initiatives

- UCSF partnership enables access to oncology clinical trials
- Health education programming (education seminars, speaker's bureau and community events)
- Celebration of Life
- Think Pink
- SPOTMe Skin Cancer Screening Program
- HERS Breast Cancer Foundation on campus
- Community Mammogram Program
- Breast Cancer Support Group
- 4-D Somatom CT scanner
- Low Dose CT Lung Cancer Screening
- WHMG Medi-Cal cancer screening campaign



# Cancer – New Initiatives

- UCSF-Washington Cancer Center expansion by 2026
- Sub-specialization of oncology staff
- Recruitment of additional oncology providers
- Oncology support group
- Vaping education with Newark USD
- Increased breast cancer education in Union City
- Colorectal and prostate cancer education and screening for Black residents
- Create local partnerships with non-profits and faith organizations to reach underserved racial and ethnic groups
  - ex: Tiger Lily Foundation, Promotores,  Afro-American Cultural & Historical Society





# Unintended Injuries – Ongoing Initiatives

- Level II Trauma Center
- Injury prevention programming
  - Fall prevention
  - Stop the bleed
  - Distracted driving
  - Choking education
- Bingocize and Matter of Balance classes
- Screening and intervention programs for alcohol abuse
- Screening and referral programs for PTSD and depression post-injury



# Unintended Injuries – New Initiatives

- Community Safety Fair (upcoming 10/4/25)
- Create local partnerships with non-profits and faith organizations to reach underserved racial and ethnic groups
  - Ex: Promotores, Afro-American Cultural & Historical Society, On Lok, Gurdwara Sahib Fremont,  Arunay Foundation
- Trauma survivor network
- Fire, police and EMS partnership
- Youth Alive! recidivism reduction efforts



# Thank You!

# STAFF REPORT

Item D. 1.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | |
| **SUBJECT** | Approval of Audited Demands |

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**Attachments**

Audited Demands 09.11.25
Audited Demands 09.18.25

LIVE Newark CA LIVE

# Payment Batch Register

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

**Batch Date: 09/11/2025**

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | | |
| Check | 09/11/2025 | 14948 | Accounts Payable | AFLAC | | 1,055.92 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 026324 | 09/04/2025 | AFLAC - AUGUST 2025 PREMIUMS | | | 1,055.92 |
| Check | 09/11/2025 | 14949 | Accounts Payable | ALAMEDA COUNTY TRANSPORTATION COMMISSION | | 28,388.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 1358 | 07/01/2025 | FY25-26 MEMBER AGENCY FEES | | | 28,388.00 |
| Check | 09/11/2025 | 14950 | Accounts Payable | ACCOPSA | | 750.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 2025-20 | 08/27/2025 | MEMBERSHIP DUES FY25/26-CHIEF | | | 750.00 |
| Check | 09/11/2025 | 14951 | Accounts Payable | ALL CITY MANAGEMENT SERVICES, INC. | | 6,446.16 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 102587 | 08/20/2025 | SCHOOL CROSSING GUARD SVCS 08/03-08/16/25 | | | 6,446.16 |
| Check | 09/11/2025 | 14952 | Accounts Payable | ALLIED AUTO STORES INC | | 1,024.88 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | AUG'25 | 08/31/2025 | ALLIED-FLEET SUPPLIES 08/18-08/26/25 | | | 1,024.88 |
| Check | 09/11/2025 | 14953 | Accounts Payable | AMERICAN RED CROSS | | 364.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 22973399 | 08/20/2025 | FIRST AID/CPR TRAINING 08/13/25 | | | 364.00 |
| Check | 09/11/2025 | 14954 | Accounts Payable | ADITYA BABU | | 574.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 071125-080120225 | 08/01/2025 | VOLLEYBALL CLASSES 7/11-8/1/25 | | | 574.00 |
| Check | 09/11/2025 | 14955 | Accounts Payable | BUREAU VERITAS NORTH AMERICA INC. | | 218.75 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | RI 25035778 | 08/19/2025 | BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 07/25 | | | 218.75 |
| Check | 09/11/2025 | 14956 | Accounts Payable | STATE DISBURSEMENT UNIT | | 1.38 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | PPE 8.30.25 | 09/04/2025 | GARNISH - CASE 200000002128365 - 8/17/25-8/30/25 | | | 1.38 |
| Check | 09/11/2025 | 14957 | Accounts Payable | BEACON VETERINARY SPECIALISTS | | 450.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 210123 | 08/05/2025 | VET SVCS 06/28/25 | | | 150.00 |
| | 208824 | 08/05/2025 | VET SVCS 06/17/25 | | | 150.00 |
| | 208639 | 08/05/2025 | VET SVCS 06/14/25 | | | 150.00 |
| Check | 09/11/2025 | 14958 Accounts Payable | CINTAS CORP | | | 7,527.80 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | JUL'25 | 07/31/2025 | UNIFORM/MATS JULY 2025 | | | 3,613.90 |
| | AUG'25 | 08/31/2025 | UNIFORM/MATS AUGUST 2025 | | | 3,913.90 |
| Check | 09/11/2025 | 14959 Accounts Payable | COVINO SMITH & SIMON, INC. | | | 3,400.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | #07-2025 | 07/25/2025 | PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE JULY 2025 | | | 1,700.00 |
| | #08-2025 | 08/25/2025 | PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE AUGUST 2025 | | | 1,700.00 |
| Check | 09/11/2025 | 14960 Accounts Payable | CSMFO | | | 40.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 200028485 | 09/08/2025 | EAST BAY CHAPTER MEETING 09/11/25 - K. LEE | | | 40.00 |
| Check | 09/11/2025 | 14961 Accounts Payable | DELTA DENTAL OF CALIFORNIA | | | 17,692.60 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | BE006696487 | 09/04/2025 | DELTA PPO/BUY-UP - SEPTEMBER 2025 PREMIUMS | | | 17,692.60 |
| Check | 09/11/2025 | 14962 Accounts Payable | DELTA DENTAL INSURANCE COMPANY | | | 202.15 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | BE006694762 | 09/04/2025 | DELTA CARE - SEPTEMBER 2025 PREMIUMS | | | 183.33 |
| | BE006695836 | 09/04/2025 | DELTA CARE - COBRA SEPTEMBER 2025 PREMIUMS | | | 18.82 |
| Check | 09/11/2025 | 14963 Accounts Payable | EAST BAY LAWN MOWER | | | 405.06 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 42531 | 09/08/2025 | ASSY, TRIMMER HEAD AND FREIGHT IN | | | 405.06 |
| Check | 09/11/2025 | 14964 Accounts Payable | EVIDENT, INC. | | | 224.91 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 253155A | 08/21/2025 | PATROL LATENT PRINT KIT | | | 224.91 |
| Check | 09/11/2025 | 14965 Accounts Payable | EWING IRRIGATION PRODUCTS INC. | | | 1,043.71 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 27502723 | 09/04/2025 | IRRIGATION SS HUNTER | | | 1,043.71 |
| Check | 09/11/2025 | 14966 Accounts Payable | FIDELITY SECURITY LIFE INSURANCE/EYEMED | | | 2,306.22 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 166970180 | 09/04/2025 | EYEMED - SEPTEMBER 2025 PREMIUMS | | | 2,276.11 |
| | 166950422 | 09/04/2025 | EYEMED - COBRA SEPTEMBER 2025 PREMIUMS | | | 30.11 |
| Check | 09/11/2025 | 14967 Accounts Payable | DEBTBOOK | | | 11,000.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | DB2008501 | 08/11/2025 | DEBT MANAGEMENT & LEASE AND SBITA MANAGEMENT 08/11/25-08/10/26 | | | 11,000.00 |
| Check | 09/11/2025 | 14968 Accounts Payable | FREMONT FORD/AUTOBODY OF FREMONT | | | 295.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |

| | | | | | |
|---|---|---|---|---|---|
| | 453901 | 08/27/2025 | CATALYTIC CONVERTER SERVICE 08/27/25 | | 295.00 |
| Check | 09/11/2025 | 14969 Accounts Payable | FREMONT FORD | | 6,246.92 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 452131 | 07/17/2025 | 2012 FORD SUPER DUTY F-250 SERVICE 07/17/25 | | 6,246.92 |
| Check | 09/11/2025 | 14970 Accounts Payable | MARK GOTHARD | | 5,948.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0501202508142025 | 08/14/2025 | KARATE CLASSES FOR 5/1-8/14/25 | | 5,698.00 |
| | 080725080725 | 09/08/2025 | SENIOR CHAIR FITNESS 08/07/25 | | 250.00 |
| Check | 09/11/2025 | 14971 Accounts Payable | GRAINGER | | 737.97 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 9613653550 | 08/19/2025 | SHARPS CONTAINERS | | 157.30 |
| | 9613694364 | 08/19/2025 | CLEANING SUPPLIES | | 138.17 |
| | 9615658268 | 08/21/2025 | SILLIMAN MOTOR | | 241.68 |
| | 9616137171 | 08/21/2025 | BLDG 120V 10 OUTLET | | 88.79 |
| | 9615658250 | 08/21/2025 | BLDG BIT SET | | 25.48 |
| | 9616137163 | 08/21/2025 | BLDG 120V 10 OUTLET | | 86.55 |
| Check | 09/11/2025 | 14972 Accounts Payable | GYM DOCTORS | | 288.55 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 00170844 | 08/21/2025 | FITNESS CENTER MAINTENANCE 08/20/25 | | 288.55 |
| Check | 09/11/2025 | 14973 Accounts Payable | HALEY & ALDRICH, INC | | 1,417.50 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 9060155 | 08/20/2025 | UST REMOVAL AT SVC THROUGH 06/13/25 | | 1,417.50 |
| Check | 09/11/2025 | 14974 Accounts Payable | HDL SOFTWARE, LLC | | 3,742.92 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | SIN053419 | 07/31/2025 | UUT SUPPORT / RETURNS - JUL 2025 | | 3,742.92 |
| Check | 09/11/2025 | 14975 Accounts Payable | HIROSHI ICHIMURA | | 3,021.60 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0621-08162025 | 08/16/2025 | KENDO CLASSES 06/21-08/16/25 | | 3,021.60 |
| Check | 09/11/2025 | 14976 Accounts Payable | INDUSTRIAL PLUMBING SUPPLY, LLC. | | 154.46 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 124950 | 08/21/2025 | SILLIMAN LIMIT STOP O-RING | | 154.46 |
| Check | 09/11/2025 | 14977 Accounts Payable | SPECTRUM CANINE | | 1,950.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0006450 | 08/25/2025 | CANINE MAINTENANCE JULY 2025 | | 650.00 |
| | 0006461 | 09/03/2025 | CANINE MAINTENANCE AUGUST 2025 | | 1,300.00 |
| Check | 09/11/2025 | 14978 Accounts Payable | THE THEATRE FACTORY | | 7,886.40 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0707-08012025 | 08/01/2025 | THEATER FACTORY CLASSES FOR 7/7-8/1/25 | | 7,886.40 |
| Check | 09/11/2025 | 14979 Accounts Payable | JOCELYN E. ROLAND | | 500.00 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 24250 | 08/26/2025 | PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -08/19/25 | | 500.00 |
| Check | 09/11/2025 | 14980 Accounts Payable | J4 SYSTEMS | | 760.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 21633 | 08/21/2025 | INTUNE SETUP - JORGE ARANDA 08/19/25 & 08/20/25 | | 760.00 |
| Check | 09/11/2025 | 14981 Accounts Payable | GAGAN A KAUR | | 3,097.80 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0721-07252025 | 07/30/2025 | RROOAR CODING WITH MINECRAFT CLASSES 07/21-07/25/25 | | 3,097.80 |
| Check | 09/11/2025 | 14982 Accounts Payable | KNORR SYSTEMS INTERNATIONAL | | 1,983.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 278859 | 07/31/2025 | TROUBLESHOOT WATER FLOW 07/24/25 | | 1,983.00 |
| Check | 09/11/2025 | 14983 Accounts Payable | LEXIPOL LLC | | 9,762.99 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | INVLEX11254590 | 06/13/2025 | POLICY MANUAL UPDATES 08/01/25-07/31/26 | | 9,762.99 |
| Check | 09/11/2025 | 14984 Accounts Payable | LIEBERT CASSIDY WHITMORE | | 5,355.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 298181 | 09/05/2025 | EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP 07/01/25-06/30/26 | | 5,355.00 |
| Check | 09/11/2025 | 14985 Accounts Payable | LOOMIS | | 345.80 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 13804545 | 08/31/2025 | ARMORED CAR SERVICE - 08/25 | | 345.80 |
| Check | 09/11/2025 | 14986 Accounts Payable | MACLEOD WATTS INC | | 3,640.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 081925NEWAR | 08/19/2025 | FYE 06/30/25, GASB 75 (OPEB) & GASB 68 (PENSION) REPORTS | | 3,640.00 |
| Check | 09/11/2025 | 14987 Accounts Payable | MNS ENGINEERS INC | | 57,086.16 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 90959 | 08/21/2025 | ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 07/25 | | 57,086.16 |
| Check | 09/11/2025 | 14988 Accounts Payable | ANGELA MONTEZ | | 479.88 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0713-071825EXP | 09/03/2025 | 2025 ESRI USER CONFERENCE 07/13-07/18/25 | | 479.88 |
| Check | 09/11/2025 | 14989 Accounts Payable | NETWORK CONTRACTING LLC | | 1,045.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 4922 | 08/16/2025 | NETWORK CONSULTING SERVICES 08/11-08/14/25 | | 1,045.00 |
| Check | 09/11/2025 | 14990 Accounts Payable | MAD SCIENCE OF THE BAY AREA | | 3,285.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 062325-06272025 | 09/10/2025 | MAD SCIENCE CAMP CLASSES 06/23-06/27/25 | | 3,285.00 |
| Check | 09/11/2025 | 14991 Accounts Payable | NAVIA BENEFIT SOLUTIONS CLIENT PAY | | 200.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 11000805 | 08/28/2025 | FY 25/26 COBRA ADMINISTRATION FEES - 08/01/25 TO 08/31/25 | | 200.00 |
| Check | 09/11/2025 | 14992 Accounts Payable | NEWARK UNIFIED SCHOOL DISTRICT | | 54.00 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | INV26-00013 | 08/14/2025 | PRINT WELCOMING CITY POSTERS | | 54.00 |
| Check | 09/11/2025 | 14993 Accounts Payable | KIDZ LOVE SOCCER | | 4,445.40 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 061325-07182025 | 08/06/2025 | KIDZ LOVE SOCCER CLASSES 6/13-7/18/25 | | 4,445.40 |
| Check | 09/11/2025 | 14994 Accounts Payable | O'REILLY AUTO PARTS | | 77.50 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 3464-145706 | 08/26/2025 | FLEET RIGHT STUFF | | 77.50 |
| Check | 09/11/2025 | 14995 Accounts Payable | PACIFIC GAS & ELECTRIC | | 100.57 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 7578-082825 | 08/28/2025 | CITYWIDE ELECTRICITY 06/25-07/24/25 | | 100.57 |
| Check | 09/11/2025 | 14996 Accounts Payable | PREFERRED ALLIANCE INC | | 140.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0206139-IN | 07/31/2025 | NON-RANDOM DRUG TESTING - 07/25 | | 70.00 |
| | 0205707-IN | 06/30/2025 | NON-RANDOM DRUG TESTING - 06/25 | | 70.00 |
| Check | 09/11/2025 | 14997 Accounts Payable | REDWOOD TOXICOLOGY LABORATORY, INC | | 94.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 8006154 | 08/20/2025 | LAB TESTS 08/20/25 | | 94.00 |
| Check | 09/11/2025 | 14998 Accounts Payable | REYES COCA-COLA BOTTLING LLC. | | 402.28 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 48491241017 | 08/20/2025 | CAFE FOOD AND BEVERAGE SUPPLIES | | 402.28 |
| Check | 09/11/2025 | 14999 Accounts Payable | RINGCENTRAL INC. | | 5,119.90 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | CD_001197429 | 08/22/2025 | UNIFIED TELEPHONE SYSTEM - 08/20-09/19/25 | | 5,119.90 |
| Check | 09/11/2025 | 15000 Accounts Payable | WILLE ELECTRIC SUPPLY CO., INC | | 740.25 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | S2255461.002 | 07/31/2025 | CLEAR HIGH LUMEN LED FILIMENT LAMP | | 740.25 |
| Check | 09/11/2025 | 15001 Accounts Payable | SEROLOGICAL RESEARCH INSTITUTE | | 3,300.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 25564 | 08/19/2025 | DNA SERVICES #13670.25 08/25 | | 3,300.00 |
| Check | 09/11/2025 | 15002 Accounts Payable | SIRCHIE ACQUISITION COMPANY, LLC | | 209.53 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0705460-IN | 08/13/2025 | EVIDENCE SUPPLIES | | 209.53 |
| Check | 09/11/2025 | 15003 Accounts Payable | SITEONE LANDSCAPE SUPPLY, LLC | | 442.45 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 158026825-001 | 09/04/2025 | TOP SOIL AND MOSS ROCK | | 442.45 |
| Check | 09/11/2025 | 15004 Accounts Payable | STANDARD INSURANCE COMPANY | | 1,604.38 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | SEPTEMBER 2025 | 09/04/2025 | STANDARD - SEPTEMBER 2025 PREMIUMS | | 1,604.38 |

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|---|---|---|---|---|---|---|
| Check | 09/11/2025 | 15005 | Accounts Payable | THE GOODYEAR TIRE & RUBBER COMPANY | | 1,090.23 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 184-1103040 | 08/19/2025 | ROAD SERVICE 08/19/25 | | 1,090.23 |

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|---|---|---|---|---|---|---|
| Check | 09/11/2025 | 15006 | Accounts Payable | TYLER TECHNOLOGIES, INC. | | 87,352.71 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 045-529016 | 08/01/2025 | TIME & ATTENDANCE MOBILE ACCESS / MAINTENANCE 09/01/25-08/31/26 | | 6,178.94 |
| 045-528703 | 08/01/2025 | ANNUAL SUPPORT & UPDATE LICENSING 09/01/25 - 08/31/26 | | 81,173.77 |

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|---|---|---|---|---|---|---|
| Check | 09/11/2025 | 15007 | Accounts Payable | VICTOR WANG | | 2,258.71 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 0713-071825EXP | 08/13/2025 | 2025 ESRI USER CONFERENCE 07/13-07/18/25 | | 2,258.71 |

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|---|---|---|---|---|---|---|
| Check | 09/11/2025 | 15008 | Accounts Payable | WEX BANK | | 2,561.14 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 107249402 | 09/06/2025 | CHEVRON CC 09/06/25 | | 2,561.14 |

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|---|---|---|---|---|---|---|
| Check | 09/11/2025 | 15009 | Accounts Payable | ORION SECURITY | | 2,301.38 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 133214 | 08/30/2025 | UNARMED, UNIFORMED SECURITY GUARD 08/25/25-08/08/25 | | 1,155.20 |
| 133276 | 09/06/2025 | UNARMED, UNIFORMED SECURITY GUARD 09/02/25-09/05/25 | | 1,146.18 |

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|---|---|---|---|---|---|---|
| EFT | 09/11/2025 | 1693 | Accounts Payable | ART BUILDS COMMUNITY LLC | 322271627 / 521573215 | 11,250.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| Newark152025 | 09/02/2025 | PUBLIC ART PROJECT MANAGEMENT 09/02/25 | | 11,250.00 |

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|---|---|---|---|---|---|---|
| EFT | 09/11/2025 | 1694 | Accounts Payable | GOV CONNECTION (ACH) | 211070175 / 1310873272 | 590.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 76644130 | 07/11/2025 | ADDITIONAL COMPUTER PURCHASES - HP CARE PACK | | 590.00 |

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|---|---|---|---|---|---|---|
| EFT | 09/11/2025 | 1695 | Accounts Payable | HALEY & ALDRICH, INC | 011301798 / 601014525 | 39,001.75 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 9060233 | 08/21/2025 | ENGINEER STAFF AUGMENTATION SERVICES FY26 THROUGH 07/31/25 | | 39,001.75 |

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|---|---|---|---|---|---|---|
| EFT | 09/11/2025 | 1696 | Accounts Payable | QUADIENT FINANCE USA, INC. | 011900254 / 385015844484 | 1,000.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 4857 - AUG 25 | 08/17/2025 | POSTAGE - AUG '25 | | 1,000.00 |

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|---|---|---|---|---|---|---|
| EFT | 09/11/2025 | 1697 | Accounts Payable | SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. | 121000248 / 4942808510 | 17,508.68 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| SF-8510-01755918 | 09/01/2025 | WORKERS COMPENSATION CLAIMS -08/01/25-08/31/25 | | 17,508.68 |

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|---|---|---|---|---|---|---|
| EFT | 09/11/2025 | 1698 | Accounts Payable | STANTEC CONSULTING SERVICES INC (ACH) | 111000012 / 3752096026 | 2,935.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 2441427 | 08/20/2025 | EIR CONSULTING - MOWRY VILLAGE - PER. ENDING 7/25/25 | | 2,935.00 |

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|---|---|---|---|
| AP ZBA ACCOUNTS PAYABLE Totals: | | Transactions: 68 | $386,925.35 |

| | | |
|---|---|---|
| Checks: | 62 | $314,639.92 |
| EFTs: | 6 | $72,285.43 |

LIVE Newark CA LIVE

# Payment Batch Register

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

**Batch Date: 09/18/2025**

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | | |
| Check | 09/18/2025 | 15010 | Accounts Payable | ABC FIRE PROTECTION, INC. | | 3,548.27 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 69099 | 07/31/2025 | CITYWIDE FIRE EXTINGUISHER MAINTENANCE 7/31/25 | | | 3,548.27 |
| Check | 09/18/2025 | 15011 | Accounts Payable | PRINTS CHARLES REPROGRAPHICS | | 1,001.07 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 120321 | 08/27/2025 | NO PARKING SIGNS-NEWARK DAYS | | | 1,001.07 |
| Check | 09/18/2025 | 15012 | Accounts Payable | AMERICAN RED CROSS | | 280.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 22975781 | 08/27/2025 | FIRST AID/CPR TRAINING 08/17/25 | | | 280.00 |
| Check | 09/18/2025 | 15013 | Accounts Payable | TPC TRAINING | | 7,770.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | ORD-13796 | 06/18/2025 | ELECTRICAL AND HVAC TRAINING 8/11/25 & 9/9/25 | | | 7,770.00 |
| Check | 09/18/2025 | 15014 | Accounts Payable | ARUP | | 83,072.50 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 5006-2404565 | 01/31/2025 | SEA LEVEL RISE VULNERABILITY 12/24 | | | 59,785.00 |
| | 5006-2405089 | 03/06/2025 | SEA LEVEL RISE VULNERABILITY 01/25 | | | 23,287.50 |
| Check | 09/18/2025 | 15015 | Accounts Payable | COMMUNITY PLANNING COLLABORATIVE | | 3,745.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 1965 | 08/05/2025 | ON CALL SVCS/INCLUSIONARY HSNG/TENANT PROTECTIONS - 7/25 | | | 3,745.00 |
| Check | 09/18/2025 | 15016 | Accounts Payable | BUREAU VERITAS NORTH AMERICA INC. | | 2,760.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | RI 25036439 | 08/25/2025 | BI FIELD INSPECTION AND RELATED PROF SRVCS 05/2025-08/2025 | | | 2,760.00 |
| Check | 09/18/2025 | 15017 | Accounts Payable | BURTON'S FIRE INC | | 614.54 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | S 68855 | 07/22/2025 | UTV OUTFITTING-HANDLELOK | | | 614.54 |
| Check | 09/18/2025 | 15018 | Accounts Payable | CAL SAFETY INC | | 450.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 31579 | 07/28/2025 | CONE RENTAL-MARIACHI & HOLY GHOST 07/23-07/28/25 | | | 450.00 |
| Check | 09/18/2025 | 15019 | Accounts Payable | CHRISP COMPANY | | 1,098.22 |

| | Invoice | | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|---|
| | 29275 | | 05/20/2024 | RETENTION \| 2021-22 CW THERMOPLASTIC STREET STRIPING | | 1,098.22 |
| Check | 09/18/2025 | 15020 | Accounts Payable | CELEBRATION COFFEE LLC | | 1,275.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 0095 | | 09/08/2025 | COFFEE CART SERVICE FOR 09/18/25 | | 1,275.00 |
| Check | 09/18/2025 | 15021 | Accounts Payable | COMCAST | | 1,083.92 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 8821-092825 | | 08/24/2025 | TELEVISION & PUBLIC WIFI ACCESS 08/29-09/28/25 | | 1,083.92 |
| Check | 09/18/2025 | 15022 | Accounts Payable | CONSOR NORTH AMERICA, INC. | | 2,442.25 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | N16N131CA.00-53 | | 05/31/2025 | CENTRAL AVE OVERPASS DESIGN SERVICES, PRJ 1014 05/01-05/31/24 | | 2,442.25 |
| Check | 09/18/2025 | 15023 | Accounts Payable | COUNTY OF ALAMEDA | | 2,790.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | AUGUST 25 | | 09/03/2025 | CITATION PROCESSING FEES - AUGUST '25 | | 2,790.00 |
| Check | 09/18/2025 | 15024 | Accounts Payable | COASTLAND CIVIL ENGINEERING | | 632.50 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 62668 | | 08/31/2025 | 2025 SLURRY SEAL PROJECT THROUGH 08/31/25 | | 632.50 |
| Check | 09/18/2025 | 15025 | Accounts Payable | DEPARTMENT OF JUSTICE | | 296.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 842108 | | 09/05/2025 | FINGERPRINTING FEES - 08/25 | | 296.00 |
| Check | 09/18/2025 | 15026 | Accounts Payable | DEPARTMENT OF TRANSPORTATION | | 1,729.08 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | SL251241 | | 07/15/2025 | SHARED COSTS FOR TRAFFIC SIGNALS (APR 2025-JUN 2025) | | 1,729.08 |
| Check | 09/18/2025 | 15027 | Accounts Payable | EAST BAY REGIONAL COMMUNICATIONS | | 100,464.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 20260059 | | 07/01/2025 | 800MHZ ACCESS FEES FY 25/26 | | 100,464.00 |
| Check | 09/18/2025 | 15028 | Accounts Payable | F. J. KENNEDY AND ASSOCIATES, INC | | 4,446.75 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 25-128 | | 08/04/2025 | TRACT 8665 07/02-07/23/25 | | 1,176.00 |
| | 25-089 | | 07/03/2025 | TRACT 8665 06/24-06/30/25 | | 1,641.50 |
| | 25-037 | | 05/03/2025 | TRACT 8665 02/24-04/23/25 | | 1,629.25 |
| Check | 09/18/2025 | 15029 | Accounts Payable | FRONTIER BUILDING PRODUCTS PACIFIC, INC | | 274.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 8-12-1168253 | | 08/12/2025 | SILLIMAN SKATE PARK DOOR SERVICE 8/12/25 | | 274.00 |
| Check | 09/18/2025 | 15030 | Accounts Payable | GACHINA LANDSCAPE MANAGEMENT, INC. | | 29,780.60 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | E 231235 | | 08/01/2025 | MAINTENANCE CONTRACT AUGUST 2025 | | 29,780.60 |
| Check | 09/18/2025 | 15031 | Accounts Payable | GAMETIME | | 1,783.05 |
| | Invoice | | Date | Description | Check Sort Code | Amount |

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|---|---|---|---|---|---|
| | PJI-0276653 | 07/25/2025 | COMMUNITY PARK TOT LOT REPLACEMENT | | 1,783.05 |
| Check | 09/18/2025 | 15032 Accounts Payable | GWORKS | | 5,536.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 2019-29500 | 08/15/2025 | PUBWORKS ANNUAL SUBSCRIPTION 10/01-09/30/26 | | 5,536.00 |
| Check | 09/18/2025 | 15033 Accounts Payable | GORDON HUETHER & PARTNERS, INC. | | 15,000.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | NTG1a-4 | 08/27/2025 | DESIGN DEVELOPMENT AND FINAL DESIGN REVIEW FOR GATEWAY 08/27/25 | | 15,000.00 |
| Check | 09/18/2025 | 15034 Accounts Payable | HDL COREN & CONE | | 795.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | SIN053914 | 08/28/2025 | ACFR STATISTICAL PACKAGE 2024-25 | | 795.00 |
| Check | 09/18/2025 | 15035 Accounts Payable | FRANK HERBERT | | 513.87 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0908-090925EXP | 09/09/2025 | CRITICAL INCIDENT RESPONSE 09/08-09/09/25 | | 513.87 |
| Check | 09/18/2025 | 15036 Accounts Payable | HINDERLITER DE LLAMAS & ASSOCIATES | | 26,074.28 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | SIN053667 | 08/27/2025 | SALES TAX - AUDIT & CONTRACT SERVICES Q1/2025 | | 26,074.28 |
| Check | 09/18/2025 | 15037 Accounts Payable | INTEGRITY SURVEILLANCE GROUP | | 1,996.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 18315 | 06/30/2025 | GPS TRACKER SVC FY 25/26 | | 1,996.00 |
| Check | 09/18/2025 | 15038 Accounts Payable | J4 SYSTEMS | | 570.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 21659 | 08/28/2025 | INTUNE SETUP - JORGE ARANDA 08/25/25 & 08/26/25 | | 570.00 |
| Check | 09/18/2025 | 15039 Accounts Payable | KBA DOCUMENT SOLUTIONS, LLC | | 2,512.83 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 55Y1552784 | 08/25/2025 | COPIER LEASE YEAR 4 OF 5 - OVERAGES 07/21-08/20/25 | | 2,512.83 |
| Check | 09/18/2025 | 15040 Accounts Payable | NAPA AUTO PARTS | | 3,546.96 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | JUL'25 | 07/31/2025 | NAPA-FLEET SUPPLIES JULY 2025 | | 2,167.13 |
| | AUG'25 | 08/31/2025 | NAPA-FLEET SUPPLIES AUGUST 2025 | | 1,379.83 |
| Check | 09/18/2025 | 15041 Accounts Payable | L.N. CURTIS & SONS | | 2,409.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | INV984452 | 08/29/2025 | UNIFORM AND ACCESSORIES-BENJAMIN | | 158.76 |
| | INV984449 | 08/29/2025 | UNIFORM AND ACCESSORIES-MATTHEW JOU | | 804.47 |
| | INV984916 | 08/29/2025 | UNIFORM AND ACCESSORIES-BENJAMIN | | 645.71 |
| | INV984924 | 08/29/2025 | UNIFORM AND ACCESSORIES-ANSARI | | 800.06 |
| Check | 09/18/2025 | 15042 Accounts Payable | LPC SERVICES, INC. | | 1,018.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 82154 | 08/08/2025 | PEST SERVICES - FIRE STATION #2 #102709 8/8/25 | | 220.00 |
| | 82251 | 08/08/2025 | PEST SERVICES - CITY HALL #102699 8/8/25 | | 175.00 |
| | 82257 | 08/08/2025 | PEST SERVICES - LIBRARY #116524 8/8/25 | | 175.00 |

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|---|---|---|---|---|---|
| | 82215 | 08/08/2025 | PEST SERVICES - CITY HALL #102699 8/8/25 | | 267.00 |
| | 82254 | 08/08/2025 | PEST SERVICES - PD #104419 8/8/25 | | 181.00 |
| Check | 09/18/2025 | 15043 Accounts Payable | MINDBASE LLC | | 9,500.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | INV42-00063 | 08/06/2025 | INTEGRATED PEER SUPPORT SERVICES FY25/26 | | 9,500.00 |
| Check | 09/18/2025 | 15044 Accounts Payable | MNS ENGINEERS INC | | 1,136.20 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 90512 | 07/10/2025 | CENTRAL AVE OVERPASS CONSTRUCTABILITY REVIEW 06/01-06/30/25 | | 84.50 |
| | 90235 | 06/16/2025 | CENTRAL AVE OVERPASS CONSTRUCTABILITY REVIEW 05/01-05/31/25 | | 967.20 |
| | 89945 | 05/23/2025 | CENTRAL AVE OVERPASS CONSTRUCTABILITY REVIEW 04/01-04/30/25 | | 84.50 |
| Check | 09/18/2025 | 15045 Accounts Payable | NETWORK CONTRACTING LLC | | 935.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 4930 | 08/24/2025 | NETWORK CONSULTING SERVICES 08/20-08/22/25 | | 935.00 |
| Check | 09/18/2025 | 15046 Accounts Payable | STEPH MUFSON CREATIONS LLC DBA THE PARADE GUYS | | 16,000.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 3073 | 08/14/2025 | RENT, DESIGN, CONSTRUCTION FOR NEWARK DAYS FLOAT 2025 | | 16,000.00 |
| Check | 09/18/2025 | 15047 Accounts Payable | KIDZ LOVE SOCCER | | 1,528.20 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 080125-08152025 | 08/28/2025 | KIDZ LOVE SOCCER CLASSES 08/01-08/15/25 | | 1,528.20 |
| Check | 09/18/2025 | 15048 Accounts Payable | OFRS, INC | | 11,340.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 4454 | 07/31/2025 | ENCAMPMENT ABATEMENT 04/17/25, 05/03/25 & 06/09/25 | | 11,340.00 |
| Check | 09/18/2025 | 15049 Accounts Payable | OTIS ELEVATOR COMPANY | | 7,603.44 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 100401955366 | 05/12/2025 | ELEVATOR MAINTENANCE 06/01-08/31/25 | | 3,801.72 |
| | 100402052898 | 08/11/2025 | ELEVATOR MAINTENANCE 09/01-11/30/25 | | 3,801.72 |
| Check | 09/18/2025 | 15050 Accounts Payable | P&A ADMINISTRATIVE SERVICES, INC. | | 125.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 40052538 | 09/09/2025 | LEGAL DOCUMENT AMENDMENTS-FSA | | 125.00 |
| Check | 09/18/2025 | 15051 Accounts Payable | PACIFIC GAS & ELECTRIC | | 36,303.91 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 7786-072125 | 07/21/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/13-07/15/25 | | 16,320.16 |
| | 2305-082925 | 08/29/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/25-08/24/25 | | 144.23 |
| | 1859-090425 | 09/04/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/29-08/26/25 | | 2,839.52 |
| | 0552-090225 | 09/02/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/26-08/25/25 | | 104.63 |
| | 9045-090325 | 09/03/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/25-08/22/25 | | 280.79 |
| | 3926-090425 | 09/04/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/29-08/26/25 | | 129.01 |
| | 7460-081325 | 08/13/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/25-07/25/25 | | 124.54 |
| | 7786-081925 | 08/19/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/16-08/13/25 | | 16,361.03 |
| Check | 09/18/2025 | 15052 Accounts Payable | PILLSBURY WINTHROP SHAW PITTMAN LLP | | 918.50 |
| | Invoice | Date | Description | Check Sort Code | Amount |

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|---|---|---|---|---|---|---|
| | 8672665 | 08/29/2025 | EMPLOYEE BENEFITS ADVICE THRU 07/31/25 | | | 918.50 |
| Check | 09/18/2025 | 15053 Accounts Payable | SFPUC | | | 4,113.23 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 76614 | 08/20/2025 | SFPUC RENT WATER AC#2866 09/01/25 | | | 3,063.89 |
| | 76584 | 08/20/2025 | SFPUC RENT WATER AC#3642 09/01/25 | | | 1,049.34 |
| Check | 09/18/2025 | 15054 Accounts Payable | SIEMENS INDUSTRY, INC. | | | 1,540.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 5332084360 | 08/28/2025 | SILLIMAN TROUBLESHOOT PHONE LINES 08/28/25 | | | 1,540.00 |
| Check | 09/18/2025 | 15055 Accounts Payable | S.B.R.P.S.T.C. | | | 895.71 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 226064 | 08/29/2025 | BASIC DISPATCH COURSE-SHELLEY 07/21-08/15/25 | | | 895.71 |
| Check | 09/18/2025 | 15056 Accounts Payable | CLASSIC GRAPHICS | | | 13,116.77 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 51360 | 07/18/2025 | UTILITY VEHICLE DECALS | | | 174.99 |
| | 51406 | 07/30/2025 | CERT TRAILER LOGO AND DECAL INSTALLATION 07/30/25 | | | 655.96 |
| | 51376 | 07/23/2025 | FORD EXPLORER REPAIR SERVICE 07/23/25 | | | 11,585.88 |
| | 51493 | 08/20/2025 | FORD INTERCEPTOR DECALS | | | 699.94 |
| Check | 09/18/2025 | 15057 Accounts Payable | TURF STAR, INC. | | | 336.60 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | INV087570 | 05/13/2025 | TORO ELEMENT-LOGIC | | | 336.60 |
| Check | 09/18/2025 | 15058 Accounts Payable | UNIVERSAL BUILDING SERVICES & SUPPLY CO | | | 570.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 538509 | 08/29/2025 | COMMUNITY CENTER ANNEX-WINDOW WASH 08/21-08/22/25 | | | 228.00 |
| | 538508 | 08/29/2025 | COMMUNITY CENTER-RESTROOMS 08/16/25 | | | 114.00 |
| | 538507 | 08/29/2025 | COMMUNITY CENTER-WINDOW WASH 08/21/25 | | | 228.00 |
| Check | 09/18/2025 | 15059 Accounts Payable | BOSCO OIL INC DBA VALLEY OIL | | | 15,142.20 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 232788 | 09/10/2025 | GASOLINE 09/10/25 | | | 15,142.20 |
| Check | 09/18/2025 | 15060 Accounts Payable | VERDE DESIGN INC | | | 2,958.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 8-2313800 | 05/05/2025 | LAKESHORE PARK - FEASIBILITY STUDY 03/26-04/25/25 | | | 2,958.00 |
| Check | 09/18/2025 | 15061 Accounts Payable | DAILY JOURNAL CORPORATION | | | 516.25 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | B3934413 | 06/12/2025 | LEGAL ADVERTISING-CIPA10007 & CIPA10001 6/10/25 | | | 203.75 |
| | B3937699 | 06/25/2025 | LEGAL ADVERTISING-CIPA10007 & CIPA10001 6/17-6/24/25 | | | 312.50 |
| Check | 09/18/2025 | 15062 Accounts Payable | SEWA INTERNATIONAL | | | 1,000.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 2026-00000226 | 09/11/2025 | SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND | | | 1,000.00 |
| Check | 09/18/2025 | 15063 Accounts Payable | VIBES AND SMILES INC | | | 1,000.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 2026-00000293 | 09/11/2025 | SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND | | | 1,000.00 |
| EFT | 09/18/2025 | 1700 Accounts Payable | CONSOR NORTH AMERICA, INC. | 071006486 / 2937050 | | 68,186.06 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | N16N131CA.00-51 | 04/30/2025 | CENTRAL AVE OVERPASS DESIGN SERVICES, PRJ 1014 03/01-03/31/25 | | | 38,944.56 |
| | N16N131CA.00-50 | 03/25/2025 | CENTRAL AVE OVERPASS DESIGN SERVICES, PRJ 1014 02/01-02/28/25 | | | 29,241.50 |
| EFT | 09/18/2025 | 1701 Accounts Payable | GOV CONNECTION (ACH) | 211070175 / 1310873272 | | 1,180.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 63582020 | 08/27/2025 | REPLACEMENT COMPUTERS - APPROVAL 2025-03 | | | 1,180.00 |
| EFT | 09/18/2025 | 1702 Accounts Payable | SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. | 121000248 / 4942808510 | | 26,245.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | CC20250912120514 | 09/12/2025 | CC-WC-CLAIM#4A2304RVF1J0001 04/14/23 | | | 26,245.00 |

| | | | |
|---|---|---|---|
| AP ZBA ACCOUNTS PAYABLE Totals: | | Transactions: 57 | $533,498.76 |
| Checks: | 54 | $437,887.70 | |
| EFTs: | 3 | $95,611.06 | |

# STAFF REPORT

Item D. 2.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Kathy Slafter, Deputy City Clerk |
| **SUBJECT** | Approval of September 25, 2025, minutes. |

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**Attachments**

Draft Minutes

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

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


**DRAFT Minutes**
**Thursday, September 25, 2025**
**7:00 P.M.**

## A. ROLL CALL

Mayor Hannon called the meeting to order at 7:01 p.m. Council Members Jorgens, Grindall, Catancio and Vice Mayor Little were present.

Mayor Hannon called up retiring CERT Board Member David Libby to lead the Pledge of Allegiance.

## B. PRESENTATIONS

1. Proclaiming September 2025 as Hunger Action Month

   Mayor Hannon presented the proclamation to Linda Leu, Executive Director at TCV Food Bank + Mobile Pantry.

2. Proclaiming September 2025 as National Preparedness Month

   Mayor Hannon presented the proclamation to Emergency Services Coordinator Richard Martinez and members of the Community Emergency Response Team (CERT).

3. Commending CERT Board Member David Libby

   Mayor Hannon presented a commendation to CERT Board Member David Libby

**4.** Introduction of employee

Mayor Hannon introduced Accounting Assistant I Eros Lo.

## C. PUBLIC COMMENT

Peter Friedrich spoke against public leaders displaying indiscretion and poor judgement and supporting the organizations HSS (Hindu Swayamsevak Sangh) and RSS (Rashtriya Swayamsevak Sangh).

A resident agreed that leadership should distance themselves from these organizations. He also stated there is a need for restrooms in Newark's community parks.

City Manager Benoun stated that staff is planning a presentation, which will include park amenities, at the City Council meeting on October 23, 2025.

## D. CONSENT CALENDAR

City Manager Benoun pulled item D.5 for a staff presentation.

Council Member Catancio moved, Council Member Jorgens seconded, to approve Consent Calendar items D.1 through D.4 and item D.6 and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

City Attorney Kokotaylo read the title of the ordinance.

1. Approval of Audited Demands

2. Approval of September 11, 2025, minutes

3. Adopt a Resolution Approving the Cooperative Agreement with Alameda County Fire Department for the Fire Station Alerting System and Approve an Amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-2026
RESOLUTION NO. 11,775

4. Adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-2026 to reallocate a position
RESOLUTION NO. 11,776

6. Waive further reading 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
ORDINANCE NO. 554

**NONCONSENT**

5. Year-End Budget Review and Adoption of a Resolution Amending the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024-2025

City Manager Benoun stated the year-end budget review is a true-up of unanticipated budget adjustments throughout the fiscal year.

Finance Director Lee gave the presentation highlighting the City’s unaudited year-end results and proposed year-end budget adjustments for Fiscal Year 2024-2025.

The presentation is on file with the City Clerk.

No one from the public requested to speak.

Mayor Hannon commended Finance Director Lee and her team for the awards they have received over the years for their fiscal responsibility in handling the City’s finances.

Vice Mayor Little moved, Mayor Hannon seconded, to approve adopting a resolution approving the amendment. The motion passed, 5 AYES.
RESOLUTION NO. 11,777

## E. PUBLIC HEARINGS

## F. OTHER BUSINESS

**1.** Introduction of an Ordinance to repeal and replace certain chapters of Title 15 of the Newark Municipal Code in order to adopt by reference, with modifications to address unique local conditions, the 2025 California Building Standards Code; adoption of a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California; and setting a public hearing date of October 23, 2025 for adoption of the Ordinance; introduction of an Ordinance repealing Section 15.04.030 of the Newark Municipal Code

Chief Building Official Farrell gave a brief presentation that summarized the code update process. Presentation on file with the City Clerk.

No one from the public requested to speak.

Council Member Jorgens moved, Council Member Grindall seconded, to introduce an Ordinance to repeal and replace certain chapters of Title 15 of the Newark Municipal Code in order to adopt by reference, with modifications to address unique local conditions, the 2025 California Building Standards Code; adoption of a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California; and setting a public hearing date of October 23, 2025 for adoption of the Ordinance; introduction of an Ordinance repealing Section 15.04.030 of the Newark Municipal Code a public hearing for formal adoption on October 23, 2025. The motion passed, 5 AYES.
INTRODUCTION OF AN ORDINANCE
RESOLUTION NO. 11,778

## G. CITY MANAGER UPDATES

City Manager Benoun reported on four items:

1. He acknowledged and thanked City staff for their tremendous efforts over the weekend in preparing for Newark Days. It was an amazing celebration of the City's history and culture. It was a pleasure collaborating with the Newark Days Committee.

2. Two Haywired Earthquake Scenario Workshops are being held in partnership between the Cities of Newark and Union City focusing on post-earthquake supply chain management as well as strategies to reduce financial losses from earthquakes open to both large and small businesses.

3. Timber Senior Housing – a 79-unit apartment community for households over the age of 55 – reopened the application period to advertise priority for households who live or work in Newark. Applications will be accepted through September 26

4. The City has added new information to its website on high priority capital projects that will continue to be updated.

## H. CITY COUNCIL MATTERS

Council Member Catancio stated that she also attended Newark Days and agreed it was an amazing event and appreciated the work that City staff and Newark Days, Inc. contributed. She said last week she attended the Alameda Couty Fire Department Advisory Committee meeting and reported that out of all of Alameda County cities, Newark has the fasted response time by one minute and should be congratulated. She also wanted to congratulate the retirees. Additionally – Shop Newark!

Council Member Jorgens thanked all the residents who attended Newark Days. He was encouraged by the positive financial outlook that was reported earlier in the meeting.

Council Member Grindall agreed with colleagues that Newark Days was a great event and also complimented City staff. On Tuesday, September 30, he is holding a town hall meeting at the library to answer questions and provide updates. He has been attending the Alameda County Housing Authority meetings and said there are concerns from people utilizing Section 8 housing and other programs that the potential shutdown will impact their living situation. He will keep everyone informed.

Council Member Grindall requested that an item be placed on a future agenda for the City Council to discuss requesting that the developer of Sanctuary Village

provide an extension of time to allow for the School District to develop a school on land within Sanctuary Village under a development agreement.

Mayor Hannon, Council Member Jorgens and Council Member Catancio asked clarifying questions and sought factual information from staff as well as clarification from Council Member Grindall regarding his request. Council Member Grindall moved to agendize an item to discuss requesting an extension from the developer as amended by Council Member Jorgens, to request that the School District be asked to submit their comments to supplement the staff report should the item be agendized. Council Member Jorgens seconded the motion. The motion failed to pass, 2 AYES, 3 NOES with Council Members Grindall and Jorgens voting in favor and Mayor Hannon, Vice Mayor Little and Council Member Catancio voting against.

Vice Mayor Little announced an upcoming event, “Heroes in the Community”, to highlight all the heroes that keep our city together. Over 26 organizations and City departments will be participating. The free event is Saturday, October 4, 2025, 10:00 am to 1:00 pm.

Mayor Hannon recognized the upcoming Jewish holidays Rosh Hashana and Yom Kippur, September as Hispanic Heritage Month, and the Newark Police Department. Mayor Hannon read an e-mail from Liz Cesco, Member of St. Edward Hospitality, to Newark Police Chief Arguello thanking the Newark Police Department, specifically Officer Jackman, for their quick and caring response to an incident.

Mayor Hannon recognized Laurie Gratz (Newark Days, Inc.), Assistant to the City Manager Laurie Gebhard, City staff, and all the Newark Days volunteers who made the City’s 70th birthday a memorable event.

## I. CLOSED SESSION

## J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 8:43 p.m.

# STAFF REPORT

Item D. 3.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Carmelisa Lopez, Senior Planner |
| **SUBJECT** | Adopt a Resolution Authorizing the City Manager to Execute a Fourth Amendment to the Contractual Service Agreement with Good City Company for Professional Planning Services |

## SUMMARY AND RECOMMENDATION

Good City Company (GCC) assists the Community Development Department (CDD) by providing on-call planning services for high-level planning work, such as processing planning entitlements for large, complex planning projects and assisting with 2023-2031 Housing Element policy and program tasks. More recently, GCC has been assisting the CDD with developing objective design standards for single-family and multi-family development projects to satisfy Housing Element Program H3.2, one of several programs in the City's Housing Element certified by the State that must be completed by 2031. GCC also assists the CDD with achieving the service capacity required to maintain CDD service levels and complete priority policy and program tasks.

To continue providing these services through the end of Fiscal Year 2025-26, staff recommends that the City Council authorize the City Manager to execute the Fourth Amendment to the GCC agreement to increase the "not-to-exceed" amount from $674,250 to $939,250, an increase of $265,000.

## BACKGROUND

The City has relied on professional consultants to provide services and experience that City staff are unable to provide, such as environmental review services, technical or specialty planning type work, and other additional services to supplement staff. For example, the City has several agreements with consultants for on-call professional city planning services, Public Works construction inspections, and civil engineering development plan review services. These agreements allow the City to address service and experience needs while maintaining high customer service levels.

In September 2020, the City released a Request For Qualifications (RFQ) for Planning firms to assist with staff augmentation, specialized studies, and other work. In November 2020, the City Council approved agreements with three firms, including GCC, who responded to the RFQ to provide specific on-call planning services. In March 2021, the City entered into an agreement with GCC with the "not-to-exceed" amount of

$50,000 to provide professional planning services to increase capacity to perform critical customer service and plan review functions. This contract allowed GCC to provide services through the end of March 2024. Subsequent amendments to the GCC agreement include the following:

1. February 2024: A First Amendment to increase the “not-to-exceed” amount to $150,000 due to the continued need to provide services such as customer service, single-family design reviews, housing element support, and various building permit reviews.
2. October 2024: A Second Amendment to continue the services as well as provide assistance with the development of objective design standards to satisfy Housing Element Program H3.2, which increased the "not-to-exceed" amount to $359,250.
3. June 2025: A Third Amendment to continue the services and provide assistance on the implementation of other Housing Element programs, which increased the "not-to-exceed" amount to $674,250.

A new request for funds is needed to continue the services through the end of Fiscal Year 2025-26.

**DISCUSSION/ANALYSIS**

The Fourth Amendment would extend GCC's existing scope of services through the end of Fiscal Year 2025-26. The CDD continues to need assistance with our current planning workload and various projects such as implementing the 2023-2031 Housing Element.

On-call planning services continue to be necessary for planning work, such as processing planning entitlements for large, complex planning projects and other related work. The current planning staff team is expected to remain above its capacity through at least the end of Fiscal Year 2025-26. The on-call planning services requested will help achieve the service capacity required to maintain service levels and complete priority policy and program tasks. The cost of services is estimated to be $175,000. The funds for GCC to provide on-call planning services would be provided through the CDD’s Consultant and Professional Services Budget.

This amendment also includes additional funds for the development of objective design standards. Due to additional rounds of review of the draft standards and expanded engagement with City staff and the community for feedback, the cost of services has increased from $109,250 to $199,250, an increase of $90,000. This project is funded through the 2024-2026 Capital Improvement Program (CIP), which allocates $400,000 to Housing Element implementation work, including various studies and analyses to support staff-recommended changes to the municipal code and to create new policies and programs.

**FISCAL IMPACT**

The Fourth Amendment to the GCC agreement increases the “not-to-exceed” amount from $674,250 to $939,250, an increase of $265,000.

Approximately $175,000 will support the continued development of objective design standards and will be funded from the unencumbered balance allocated to Housing Element implementation in the 2024–2026 Capital Improvement Program, using Community Development Maintenance Fund account 625.90.094.940.6221.

Approximately $90,000 will support ongoing on-call planning services and will be funded from the unencumbered balance in the CDD’s Consultant and Professional Services budget for FY 2025–26, using account 120.50.052.520.6220.

Sufficient appropriations are available in both accounts, and no additional budget action is required to support this amendment.

## ENVIRONMENTAL/PLANNING COMMISSION REVIEW

There is no environmental impact associated with this action.

## REVIEW AND APPROVAL

Prepared by - Carmelisa Lopez, Senior 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

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**Attachments**

1. Draft Resolution
2. Good City Company – Original CSA
3. Good City Company CSA – Second Amendment
4. Good City Company CSA – Third Amendment
5. Good City Company CSA – Draft Fourth Amendment

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH GOOD CITY COMPANY TO PROVIDE PROFESSIONAL PLANNING SERVICES

WHEREAS, On March 2, 2021 the City of Newark awarded a Contractual Services Agreement (the "Agreement") to Good City Company (the "Consultant") to provide professional planning services; and

WHEREAS, on April 1, 2024, the Agreement was amended to increase the not to exceed amount to $150,000 to provide additional funding for the existing scope of services;

WHEREAS, on October 14, 2024, the Agreement was amended to increase the not to exceed amount to $359,250 to provide additional funding for the existing scope of services; and

WHEREAS, on June 12, 2025, the Agreement was amended to increase the not to exceed amount to $674,250 to provide additional funding for the existing scope of services;

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

WHEREAS, the proposed Fourth Amendment to the Agreement would increase the not-to-exceed amount by $265,000, for a new total not-to-exceed amount of $939,250; and

WHEREAS, approximately $175,000 of this increase will be funded through the unencumbered balance allocated to Housing Element implementation work in the 2024–2026 Capital Improvement Program (CIP), using Community Development Maintenance Fund (625.90.094.940.6221); and approximately $90,000 will be funded through the CDD's Consultant and Professional Services Budget for FY 2025–26 (120.50.052.520.6220); and

WHEREAS, sufficient appropriations are available in both accounts to support this amendment, and no additional budget action is required;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the fourth amendment to the Contractual Services Agreement with Good City Company, in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement by $265,000 for a total not to exceed amount of $939,250.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for

the Agreement, in a form approved by the City Attorney, that are within the total not to exceed amount of $939,250.

C21006

# CONTRACTUAL SERVICES AGREEMENT

## CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 2nd day of March, 2021 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Good City Company, a California corporation ("Consultant"), collectively the "Parties".

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

**WHEREAS**, City requested proposals to perform the services generally including: to serve in an on-call capacity as project manager for planning entitlement projects, as well as to provide other current and advanced planning services including environmental review as requested from time-to-time, organizational support, and to serve and support the City's affordable housing program efforts, housing policy development, and regional planning efforts.

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

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

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

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Fifty-thousand and No/100 Dollars ($50,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

**4. ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such

other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

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

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

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

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

**8. INFORMATION AND DOCUMENTATION.**

**A. Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes

additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

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

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

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

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

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

**12. RESERVED.**

**13. RESERVED.**

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

**A. Verification of Coverage.**

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

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

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

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

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

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

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

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

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

**C. Minimum Limits of Insurance.**

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

Consultant shall maintain limits no less than:

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

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

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

**E. Claims Made Policies.**

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

**F. Wasting Policies.**

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

**G. Remedies.**

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

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

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

3. Terminate this Agreement.

**H. Acceptability of Insurers.**

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

**I. Other Insurance Provisions.**

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

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

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

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

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

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

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

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

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

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

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

**16. INDEMNIFICATION/SAVE HARMLESS.** To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and

costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

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

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

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

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

**18. TERM/TERMINATION.**

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

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

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

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

| **CONSULTANT** | **CITY OF NEWARK** |
|---|---|
| Aaron Aknin<br>**Consultant** | Steven Turner<br>**Administrator** |
| Address: Good City Company<br>Attn: Aaron Aknin<br>1351 Laurel Street<br>San Carlos, CA 94070 | City of Newark<br>Attn: Steven Turner<br>37101 Newark Boulevard<br>Newark, CA 94560 |

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date 3/2/21

By _____
Good City Company

Date 2/12/21

Aaron Aknin AARON AKNIN
Printed Name

Attest:
Sheila Harrington
City Clerk

Date 3/2/2021

Approved as to form:

K Kokkaftis
City Attorney

Date 3/2/21

## EXHIBIT A

## *SCOPE OF SERVICES*

**On-Call Professional Planning Services**
Consultant will provide on-call current and long-range professional planning services to the City under the direction of the Community Development Director or their designee. Consultant will provide planning staff as assigned personnel to provide the services including, but not limited, to the following:

Entry and Junior Level Planning Work

- Respond to phone and/or email inquiries;
- Review development proposals and work with developers;
- Prepare staff reports and graphic displays;
- Analyze projects and prepare initial studies and environmental documents;
- Check development plans for conformance with the Zoning Ordinance;
- Process applications including but not limited to design review, zoning verification letters, and minor use permits/conditional use permits, and
- Confer with and advise applicants regarding City development policies and standards.

High Level Planning Work (in addition to the above tasks)

- Plan and organize aspects of the City's planning functions, including policy and program development activities, and general plan analysis and maintenance;
- Provide project management for large, complex planning projects;
- Process planning entitlements and long-range planning projects, including but not limited to general plan and zoning code amendments, planned development permits, design review, and conditional use permits;
- Assist City staff in overseeing California Environmental Quality Act (CEQA) consultants for the preparation of complex environmental review, including Addendums, Mitigated Negative Declarations and Environmental Impact Reports;
- Prepare CEQA documents if requested. Consultant will also provide other staff for supplemental support as needed;
- Make presentations before the City Council, committees, community groups, boards, commissions, and other governmental bodies as required;
- Assist in training planning staff as directed, particularly in regard to staff report preparation, presentation development, and permit streamlining requirements.

## EXHIBIT B

### *PAYMENT*

Consultant will charge for service according to the following hourly rates, subject to change as agreed upon with the City on an annual basis:

### FEE SCHEDULE

| **Good City Company Staff** | **2021 Hourly Rate** |
|---|---|
| Director/Principal | $225 |
| Principal Planner | $195 |
| Senior Planner | $160 |
| Associate Planner | $125 |
| Assistant Planner | $100 |
| Planning Technician | $80 |
| Administrative Assistant | $60 |

**EXHIBIT C**

***QUALIFICATIONS***

Our Background

GOOD CITY COMPANY is a local government and land use consultant firm based in San Carlos, California, the "City of Good Living." Initially founded in 1972 as Neal Martin & Associates, the company was re-established in 2019 as Good City Company (Good City). The company is a California Corporation owned and operated by Lisa Costa Sanders and Aaron Aknin, AICP.

Good City has a long track record of serving public and private sector clients. Our Northern California based history uniquely positions the company to provide technical services tailored to the local area. Good City services include:

- Community Development Department Staffing: In-house Planning, Building, Engineering, Housing, Code Enforcement, and front counter staffing. We can provide staffing on both a short and long-term basis.
- Specialized Community Development Department Services: Site planning, project management (of long-planning range planning processes and development applications), staff report writing, design review, building permit review, Planning Commission facilitation, Code Enforcement Division Strategy documents, and other specialized project assistance.
- Policy Planning: Creation and process facilitation of policy planning initiatives such as General Plans, Specific Plans, Master Plans, Downtown/Transit Corridor Plans, and Zoning Codes.
- Policy and Management Analysis: Provide professional and technical assistance in the development, administration and implementation of City programs, policies and procedures.
- Housing Strategy: In addition to general policy planning work, Good City can assist cities in developing strategies to produce more housing at all income levels.
- Policy Implementation: Implementation and tracking of Long-Range Planning documents, such as General Plans, Housing Elements, Downtown Plan, and Specific Plans.
- Permit Streamlining & Development Review: Review and make recommendations related to optimizing the project review processes, in order to work well for both the City and applicant, and in compliance with State legislation.
- Budgeting and Revenue Forecasting: Coordinate, make recommendations for action and advise executives in developing, implementing, and monitoring operating, capital improvement, and other budgets. Identify key trends using City data to estimate revenue.
- State Law Compliance (E.G., SB 35): Completion of required annual reports, "audits" of the zoning code to ensure SB35 compliance and broader updates and information related to State level housing law and how it affects local entities.

- "Special Project" Assistance: Lead and manage special projects for City /County Manager's Offices, Public Works' Departments, Parks and Recreation Departments, transportation agencies, regional agencies, and other public sector entities.
- Interim Executive Level Assignments: Provision of interim department/division head services, particularly related to Community Development Departments (Building/Planning) and City /County Manager's Offices.
- Interim Executive Level Assignments: Provision of interim department/division head services, particularly related to Community Development Departments (Building/Planning) and City /County Manager's Offices.
- Transportation Demand Management: Transportation-related strategy, policy planning, and monitoring services.
- California Environmental Quality Act (CEQA): Complete initial reviews, categorical exemptions, negative declarations, and monitor projects consistent with the requirements of environmental law.
- Town Hall Meeting Facilitation: Facilitate community meetings or open houses - whether they related to a specific policy planning topic or broader community topics.

Local Government Staffing, Current Planning & Policy Planning

Good City has extensive experience in successfully guiding the development process in Northern California. Working with jurisdictions, Good City has provided the professional direction to assure that projects are completed successfully in a streamlined fashion with careful attention to both local and State requirements.

**Aaron Aknin,** Principal

Aaron Aknin, AICP, is a Principal and Co-Owner of Good City Company. He has two decades of Bay Area municipal experience, including serving in an executive capacity for several different Peninsula cities. He is a member of the American Institute of Certified Planners (AICP) and the American Planning Association. Aaron has frequently spoken at regional events, as well as served on panels at national conferences on topics related to development, downtown planning, transportation, parking, affordable housing, and related issues.

Aaron is currently providing policy, staffing, and negotiating services to several public sector agencies, including the cities of San Carlos, San Mateo, San Bruno, the County of San Mateo and the Joint Power Board (Caltrain). He recently completed the "Manzanita Report", which was done in partnership with Joint Venture Silicon Valley and coordinated transportation policy between eight cities and eight major corporations. He is also assisting the County Manager's Office with the COVID-19 Long-Term Recovery Plan. In addition to public sector work, he provides land-use advisory services to several private sector clients.

Prior to his current role, Aaron was the Assistant City Manager and Community Development Director with the City of Redwood City. In this capacity, he oversaw a 70+ member department, which included the Planning, Building, Housing, Engineering, Transportation, Front Counter Services, and Code Enforcement divisions. As the Assistant City Manager, he led other key Citywide Initiatives and also served as Interim City Manager.

Aaron was in Redwood City during a time of unprecedented growth and community involvement. During his half-decade with the City, the City reviewed and processed over 4,000 new housing units, as well as several million square feet of office space. Aaron oversaw the implementation of the Redwood City Downtown Precise Plan, including several key amendments to the plan. Aaron helped shape a first of its kind community benefits program ("Partnership Redwood City"), adoption of several key affordable housing initiatives including an inclusionary housing ordinance, an Airbnb affordable housing tax, and renter protections, as well as the adoption the Citywide Transportation Plan. Aaron was also deeply involved in economic development issues and served on the Redwood City Community Improvement Association (RCIA) Board. Aaron continues to serve on the RCIA Board and is on the Redwood City/San Mateo County Chamber of Commerce Board of Directors. Finally, one of Aaron's key focuses on Redwood City was improving the process, both for residents participating in policymaking and development review, as well as applicants, business owners and developers who chose to invest in the City.
Before coming to Redwood City, Aaron was with the City of Palo Alto. He served as both the

Assistant and Interim Director of Planning and Community Environment. In this capacity, he led the Planning and Transportation Divisions within the City and helped oversee certain components of the Development Services Center. Key projects included the formation of the first Downtown Residential Permit Program (RPP), leading the downtown development cap process, providing direction related to the Comprehensive Plan (General Plan), being the Planning Commission liaison, and overseeing several Stanford related developments. During his time in Palo Alto, Aaron focused much of his efforts on transparency by increasing the amount of available (and understandable) public information and building a connection within the community.
Aaron "grew up" as a local government professional within the City of San Bruno. He began his career in San Bruno in 2002 as an Assistant Planner, and left in 2012, spending the last five years as the Community Development Director. As Community Development Director, he oversaw the Planning, Building, and the Code Enforcement divisions in the City. During his time in San Bruno, the Shops at Tanforan Mall was renovated for the first time in generations, and over 1,500 residential units were constructed citywide. This project included over 1,000 units at "The Crossing" (former Navy Base) which included 315 affordable units. During Aaron's tenure as Director, the City adopted the first General Plan in 25 years, and the draft Transit Corridor Plan was released. Most importantly, Aaron served as the Plan Section Chief during the PG&E Pipeline Explosion and worked closely with property owners during the immediate aftermath and in the months and years following the disaster.

Education

- B.A., Urban Studies, San Francisco State University
- M.A., Public Policy, Cal State Northridge

Memberships

- American Institute of Certified Planners and American Planning Association

**Lisa Costa-Sanders,** Principal

Ms. Costa Sanders has been with the firm since 1992. Her experience and specialties include interdepartmental project management, current, and long-range planning, solid waste and recycling management, budget preparation, and economic development and housing program implementation. She also has extensive experience in design review, California Environmental Quality Act (CEQA), Subdivision Map Act, and worked on permit streamlining and permit tracking systems. Ms. Costa Sanders manages staff and processes large complex development projects.

Serving as Principal Planner for the City of San Carlos, Ms. Costa Sanders provides staff assistance for larger complex Planning and Economic Development projects. She was the Project Planner for the Wheeler Plaza Development and Landmark Hotel Development. She also assisted with property acquisition for economic development, managed city-owned properties including lease negotiations, and managed the City's affordable housing programs. Ms. Costa Sanders also assists with General Plan and Zoning Code updates and amendments.

Ms. Costa Sanders also served as the Acting Assistant City Manager for the City of San Carlos. In that capacity, she prepared the Mayor's State of the City presentation, managed the City's annual Strategic Plan update, reviewed all City Council staff reports and attended several regional meetings on behalf of the City Manager's office.

As Town Planner for the Town of Atherton, Ms. Costa Sanders manages all current and long-range planning and presents projects to the Planning Commission and City Council. Ms. Costa Sanders also prepares ordinance amendments, General Plan updates and amendments, works on annexations and subdivisions.

Ms. Costa Sanders is currently assisting the City of South San Francisco with its comprehensive General Plan update, preparation of the Environmental Impact Report and Zoning Code Update.

As Contract Principal Planner for the City of Redwood City, Ms. Costa Sanders managed larger complex development applications including the Harbor View Place development, Rocketship Charter School, multi-family development at 150 El Camino Real, mixed-use development at 557 E. Bayshore and 610 Walnut Street, Sandpiper School expansion and the City's new water tank project.

Previously as the Acting Planning Manager for the City of San Bruno, she was the project planner for the Tanforan Remodel Project, Crossing 350-unit housing development, Pacific Bay Vistas, 308-unit multi-family development, Merimont 70 new home development, Skycrest 24 new home development, and Cedar Mills 14 new home development. She also assisted the Public Services Director with preparing reports to the City Council, managing sustainability projects, managing grant programs and served as the Assistant Project Manager for the San Bruno Grade Separation project.

Education

- B.S., City and Regional Planning, California Polytechnic State University, San Luis Obispo

Memberships

- American Planning Association

**Stephanie Bertollo Davis,** Principal Planner

Stephanie Davis has extensive project management experience. Her planning portfolio includes project management of high-level, multi-faceted commercial, multi-family, industrial, mixed-use, and single- family residential development applications, wireless telecommunications, residential annexations, due diligence site analysis and long-range planning studies. Ms. Davis has extensive experience with the California Environmental Quality Act (CEQA) from exemptions, Negative and Mitigated Declarations up to Environmental Impact Report that includes preparation, compliance, implementation and coordination and management of outside environmental consultants.

She served as lead staff planner in the comprehensive preparation of General Plan, Climate Action Plan and Zoning Ordinance updates that involved extensive community outreach, active research, and plan preparation efforts in the development of policy direction, as well as coordination and management of third-party consultants. Ms. Davis' breadth of experience also carries over into the field of housing; with direct work including the administration and implementation of housing programs, including affordable housing and first-time homebuyer loan programs, Housing Element preparation and a comprehensive update of an inclusionary housing Ordinance. She is experienced in the writing and production of comprehensive reports, planning studies, and presentation of materials to decision-making boards, commissions, and community members.

Ms. Davis currently serves as Senior Planner at the Town of Atherton and for the City of San Carlos. As a Principal Planner, she has actively provided supervisory guidance and technical assistance to staff, served as the staff liaison to Planning Commissions and other appointed community committees and commissions, prepared process manuals and protocols for both internal staff and the public, and directly assisted in the preparation of annual Department work programs and fee study analysis. For private clients, she has prepared due diligence site analysis' and technical assistance in both the preparation of materials, and navigation of, development process through other jurisdictions. She is skilled in Geographical Information Systems (GIS), electronic mapping, and quantitative analysis.

Education

- B.S., Geography/Land Use, Oregon State University, OR

Memberships

- American Institute of Certified Planners
- American Planning Association

**Kavitha Kumar,** Principal Planner

Kavitha Kumar is an accomplished and versatile community planner and project manager, with more than two decades of local government experience in all aspects of current and long-range planning and community development. Most notably, her skills at problem solving and consensus building have led to streamlined project management incorporating process and workflow innovations.

Her planning portfolio includes community planning and project management of highly visible, multi-faceted academic, religions, commercial, mixed-use, multi-family, single-family residential development applications, and environmentally sensitive projects; due diligence site analysis; and diverse advanced planning studies.

Ms. Kumar's experience includes project management of all planning and development on Stanford University campus resulted in efficient processing of entitlements and permit applications for over 1.3 million net new academic square feet and 3,135 net new student and faculty housing units (2.4 million square feet) under the 2000 General Use Permit (GUP). She has also managed and led a newly created Project Management Division, overseeing and supervising planners responsible for and managing major, highly visible, and complex public and private projects like Sustainable Agriculture Policy, Riparian Protection Ordinance, SMARA (Surface Mines) and CEQA.

Her experience also includes being the first ever professional planner hired at the Town of Nederland, Colorado, and at the Town of Carver, Massachusetts, built a robust foundation for short and long-term planning programs. Both these communities have continued to use these foundation planning principles she initiated.

Education

- B.A., Architecture, Bangalore University, India
- Master of Community Planning, School of Planning, University of Cincinnati, Ohio

Mark Sullivan
AICP, Urban Planner
Mark is an urban planner with 25 years of experience in long-range and current planning with a focus on land use and housing policy. Mark retired from the public sector in 2018 after serving as planning, redevelopment, and housing manager for the City of San Bruno for 17 years. Before that, Mark was an economist at Seifel Associates working on redevelopment and housing projects for many California communities.
Mark has significant experience preparing and implementing land use plans and housing regulations, analyzing the economics of housing projects, managing housing efforts (including monitoring of affordable units) and overseeing the entitlement and environmental review process of complex development projects.
Notable projects he has successfully completed include: adoption of land use plans including the Transit Corridors Specific Plan (promotes high-density mixed-use TOD) and passage of an associated ballot measure to increase building heights and density, several housing elements, general plan amendments, parking management plan, and downtown facade improvement program; adoption of housing-related regulations including inclusionary housing and housing impact fee ordinances, emergency shelter zoning, accessory dwelling unit ordinance, and; managed the approval of over 1,100 housing units, a 150-room hotel, and over 15,000 square feet of commercial space.
Mark believes strongly that smart growth principles can enhance social equity, environmental conservation, and healthy communities. Mark is most interested in promoting land use solutions that can enable communities to adapt to the changing economic and demographic conditions currently facing the San Francisco Bay Area and balancing the needs of new worker households and families while preserving the quality of life of existing residents.
Memberships

- American Institute of Certified Planners

**Kelly Beggs,** Senior Planner
Kelly has over 6 years of experience in land use planning, environmental planning, and GIS analysis. Through her combination of contract planning and entitlements assistance experience, she has experience reviewing projects ranging from single-family home additions to 1,000-unit multi-family developments for cities throughout the Bay Area. Her environmental planning experience includes contributing to and managing CEQA documents for development, infrastructure, and energy projects throughout California. She also has significant front-counter experience.
Kelly's recent project responsibilities include contract planning for the City of San Carlos, serving as project manager for the Claremont Hotel EIR and the 2580 Bancroft Street EIR, and overseeing the entitlements process for the 500 Kirkham Street Project in West Oakland. She most recently managed two housing policy projects funded by the MTC to promote ADU development and innovative construction methods in the City of Oakland.
Education

- Master of City and Regional Planning, Rutgers, The State University of New Jersey
- Bachelor of Arts, English, Davidson College, Cum Laude

Project Experience Highlights (with previous employers)

- 500 Kirkham Street Entitlement Assistance, Oakland, CA
- Irvington BART Station Area Plan and EIR, Fremont, CA
- BART to Livermore Extension Project EIR, Livermore, CA
- 1055 Market Street IS/MND, San Francisco, CA
- 1500 15th Street Entitlement Assistance, San Francisco, CA
- Fulton to Fitch Mountain Reconductoring Project IS/MND, Sonoma County, CA
- TL 695 and TL 6971 Reconductor Project IS/MND, San Diego County and Orange County, CA
- Sycamore-Peñasquitos 230 Kilovolt Transmission Line Project EIR, San Diego County, CA

**Christopher Dacumos,** Senior Planner
Mr. Dacumos has over 12 years of experience in government and has spent the past 5 years in community development. He began his career as an aide to Congressman George Miller (retired) handling constituent services and case management. Following graduate school, Christopher pursued a career in local government working for the San Mateo County Transportation District (Samtrans, Caltrain, and the San Mateo County Transportation Authority), the Town of Hillsborough, and the City of Redwood City.
His local government experience includes project management, policy analysis, fund and grants programming, fee development, capital program budgeting, contracts and procurement, public works administration, staffing analysis, land negotiations and property management.

With the City of Redwood City, Christopher managed the Ferry Financial Feasibility Study and Cost-Benefit & Economic Impact Analyses. The effort involved coordination between the City, the Port of Redwood City, and the Water Emergency Transportation Authority.

Mr. Dacumos is adept at working across departments with the ability to digest complex ideas or processes and build partnerships with different functional areas. A recent example is working with the Chief Building Official to adopt Reach Codes and identifying potential impacts to the City's efforts to promote housing construction.

Education

- Master of Public Affairs, Certificate in Urban Policy and Planning, School of Public and International Affairs, Princeton University
- B.A., Social Welfare, Public Policy Minor, University of California, Berkeley

**Jacob Garcia,** Associate Planner

Jacob Garcia is an Associate Planner with Good City. A majority of his time is currently spent in the Town of Atherton, providing Associate Planner services. He provides front counter and telephone service to the public for current planning inquiries/assistance, review of design and working drawings for zoning conformance, conduct of site inspections, and review of projects and preparation and presentation of staff reports before the Planning Commission. Mr. Garcia also assists with the management of sustainability programs and attends the Environmental Programs Committee meetings. Mr. Garcia conducts wet weather construction site inspections and corresponding storm water reports.

Mr. Garcia has previously worked for multiple public and private land management agencies, providing natural resource planning services of public outreach, data collection, data analysis, and research. Highlights of his past work include monitoring and identifying surface water impacts for the Forest Service in Northern California, drafting watershed management and monitoring plans for the Bureau of Land Management in Southeast Utah, monitoring urban wildlife corridors in San Diego County and creating geospatial databases to inventory future mitigation efforts.

Education

- Graduate Studies, in Urban Planning with a certificate in Real Estate Development, San Jose State University
- B.S., Environmental Science Technology & Policy, California State University, Monterey Bay

Memberships

- American Planning Association
- SPUR

**Roshni Saxena,** Assistant Planner

Roshni Saxena is an Assistant Planner with Good City Company. Currently, most of her time is spent in the City of San Carlos providing Assistant Planner services. In this role, she provides counter and telephone service, reviews of architectural drawings for Zoning Ordinance and Municipal Code conformance, conducts site inspections, evaluates projects, and prepares and presents staff reports before committees and commission.

Roshni obtained her undergraduate degree in Environmental Studies with a focus upon Environmental Impact Assessment and is currently pursuing her Master's in Urban and Regional Planning from San Jose State University.
In addition to her years of experience in analyzing environmental topics and urban planning, Roshni grew up in San Jose and interned for the City of San Jose's City Council, allowing her to expand upon her knowledge of the City's policies and outlooks. In her role as an intern with City Council, Roshni honed her craft for community engagement and development, with primary expertise in working with marginalized communities and handling housing concerns.
She organized and hosted many intimate and large-scale community engagement events and interacted with residents to understand the goals and concerns of the community.
While she continues to work with Good City Company and completes her graduate degree, Roshni also volunteers at her local animal shelter and enjoys spending ample time in nature.
Education

- M.A., Urban and Regional Planning, San Jose State University (in progress)
- B.A., Environmental Studies, San Jose State University

**Sara Cadona,** Assistant Planner
Sara Cadona is an Assistant Planner with Good City. She is currently placed in the City of San Carlos, where she is working on the San Carlos 2040 Housing and Environmental Safety Element Update, provides front counter services, reviews single-family homes, writes staff reports, and completes zoning verifications. She also supports the City of Atherton providing application intake and development review.
Ms. Cadona also recently completed a brochure looking at San Carlos development trends, created a wireless telecommunication application checklist and assisted with Municipal Code updates. In addition to her day-to-day work, Ms. Cadona has also been assigned a wide range of research projects, including subjects such as childcare, downtown parking agreements, identification of underutilized and vacant land.
Prior to working with the Good City, Sara also completed projects for the San Francisco Bay Area Planning and Urban Research Association (SPUR), including organization of a large event with over 1,400 guests. Sara grew up and currently resides on the Peninsula, and has a Bachelor of Science, Community and Regional Development from the University of California, Davis.

Education

- B.S., Community and Regional Development, University of California, Davis

**Julia Hoffman,** Planning Technician
Julia Hoffman is a Planning Technician with Good City Company. She is currently placed in the City of San Carlos, where she provides front counter services, zoning verifications, plan reviews, business registrations and responds to public inquiries. She is also undertaking a general plan policy project.
Prior to her time with Good City, Julia worked at a small-scale solar company, Repower Yolo, in Davis. She submitted and tracked the issuance of solar permits, managed project timelines and scheduling, and provided customer service. While working in Davis, Ms. Hoffman was involved with Young Planners Group of the American Planning Association Sacramento Valley Section.
Ms. Hoffman studied urban planning and environmental sustainability in Northern Europe.

Education

- B.S., Environmental Policy Analysis and Planning, University of California, Davis

**Brandon Wofford-Asuncion,** Assistant Planner

Brandon was born and raised in the Stockton/Manteca area of the Central Valley but has lived in the Bay Area for ten years. He attended San Joaquin Delta College in Stockton and San Jose State University, from which he earned his Bachelor's and Master's degrees. His Master's thesis studied the development of urban community garden policies. Being an avid gardener and member of a community garden, anything relating to urban agriculture is one of his main interests.

Prior to coming to Good City, Brandon previously worked for the City of Milpitas in Recreation Services and later in the Planning department. While working in the latter, he handled day-to-day front counter services, as well as a variety of long-term projects. This included coordinating community outreach for the City's General Plan Update, as well as conducting an original land use survey of the Milpitas Midtown District. During his tenure, he was awarded the City employee "Rising Star" award for his efforts in the department.

In 2019, Brandon had the opportunity to briefly work as a research and GIS assistant for One San Mateo in a collaboration effort with various Bay Area housing nonprofits. This work delved into the history of housing discrimination on the Peninsula. The nonprofit coalition hosted a presentation by Richard Rothstein, the author of The Color of Law, where Brandon's work was featured, and he was also asked to be a speaker.

Brandon was recently placed at the City of San Bruno, where he will fill an assistant planner role.

Education

- B.A., Geography, Urban Studies, San Jose State University
- M.A., Urban & Regional Planning, San Jose State University

Docusign Envelope ID: A2CB331D-4126-4AE6-93CC-137E4AF3DFB6

# SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GOOD CITY COMPANY

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City"), and Good City Company, a California Corporation (“Consultant”) collectively the "Parties") dated March 2, 2021, is entered into as of October 14, 2024 for professional planning services.

## RECITALS

**WHEREAS**, the Parties executed a Contractual Services Agreement (the "Agreement") for Good City Company (the “Consultant”) to perform general professional planning services including; serving in an on-call capacity as project manager for planning entitlements projects, as well as to provide other current and advanced planning services including environmental review as requested from time-to-time, organizational support and, and to serve and support the City’s affordable housing program efforts, housing policy development, and regional planning efforts.

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

**WHEREAS**, the Parties desire to amend the Agreement, to increase the not-to-exceed amount to Three Hundred Fifty-Nine Thousand Two Hundred Fifty Dollars ($359,250.00); and

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

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

1. Section 3. A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $209,250.00, for a total not to exceed the amount of $359,250.00 (from a previous not to exceed amount of $150,000.00).

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

Docusign Envelope ID: A2CB331D-4126-4AE6-93CC-137E4AF3DFB6

City of Newark

DocuSigned by:
075767B2C2304C4...

David J. Benoun
City Manager

Dated: 10/18/2024

Consultant

DocuSigned by:
Aaron Aknin
5C6A1A91BD384BA...

Aaron Aknin, Principal and Co-Owner
Good City Company

Dated: 10/15/2024

Attest:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

Sheila Harrington
City Clerk

Approved as to Form:

Signed by:
Kristopher Kokotaylo
ABDB916180E345C...

Kristopher J. Kokotaylo
City Attorney

Docusign Envelope ID: A2CB331D-4126-4AE6-93CC-137E4AF3DFB6

# RESOLUTION NO. 11689

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH GOOD CITY COMPANY TO PROVIDE PROFESSIONAL PLANNING SERVICES

WHEREAS, On March 2, 2021 the City of Newark awarded a Contractual Services Agreement (the "Agreement") to Good City Company (the "Consultant") to provide professional planning services; and

WHEREAS, on April 1, 2024, the Agreement was amended to increase the not to exceed amount to $150,000 to provide additional funding for the existing scope of services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the second amendment to the Contractual Services Agreement with Good City Company, in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement by $209,250 for a total not to exceed amount of $359,250.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not to exceed amount of $359,250.

Docusign Envelope ID: A2CB331D-4126-4AE6-93CC-137E4AF3DFB6

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on October 10, 2024, by Council Member Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

| | |
|---|---|
| AYES: | Council Member Collazo, Jorgens, Apodaca, Vice Mayor Freitas, and Mayor Hannon |
| NOES: | None |
| ABSENT: | None |
| SECONDED: | Vice Mayor Freitas |

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

DocuSign

## Certificate Of Completion

Envelope Id: A2CB331D41264AE693CC137E4AF3DFB6 Status: Completed

Subject: Complete with Docusign: C21006 Good City - 2nd Amendment.pdf, Resolution No 11689 -GC.pdf

Source Envelope:

Document Pages: 4 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Sofia Castillo

AutoNav: Enabled 37101 Newark Boulevard

EnvelopeId Stamping: Enabled Newark, CA 94560

Time Zone: (UTC-08:00) Pacific Time (US & Canada) sofia.castillo@newark.org

IP Address: 12.3.205.238

## Record Tracking

Status: Original Holder: Sofia Castillo Location: DocuSign

10/14/2024 11:54:10 AM sofia.castillo@newark.org

| Signer Events | Signature | Timestamp |
|---|---|---|
| Aaron Aknin<br>aaknin@goodcityco.com<br>Principal<br>Good City Company<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Aaron Aknin<br>5C6A1A91BD384BA...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.231.36.181 | Sent: 10/14/2024 12:07:09 PM<br>Viewed: 10/15/2024 11:06:11 AM<br>Signed: 10/15/2024 11:06:18 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 10/15/2024 11:06:11 AM<br>ID: 20205a36-0e14-4230-9ba3-898a72fcc505 | | |
| Kristopher Kokotaylo<br>kristopher.kokotaylo@redwoodpubliclaw.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>kristopher kokotaylo<br>ABDB916180E345C...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 12.3.205.238 | Sent: 10/15/2024 11:06:19 AM<br>Viewed: 10/18/2024 10:09:24 AM<br>Signed: 10/18/2024 10:09:47 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 10/18/2024 10:09:24 AM<br>ID: ce6dfbc9-565a-428f-85a5-1c014d17a50a | | |
| David J. Benoun<br>david.benoun@newark.org<br>NEWARK CITY MANAGER<br>David Benoun<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>075767B2C2304C4...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 12.3.205.238 | Sent: 10/18/2024 10:09:48 AM<br>Viewed: 10/18/2024 11:23:27 AM<br>Signed: 10/18/2024 11:23:32 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 10/18/2024 11:23:27 AM<br>ID: f2f9ec94-5d16-42d8-86dd-8c603610ca3c | | |
| Sheila Harrington<br>sheila.harrington@newark.org<br>City Clerk<br>City of Newark<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Sheila Harrington<br>AD90989DBABE45E...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 12.3.205.238 | Sent: 10/18/2024 11:23:34 AM<br>Viewed: 10/18/2024 2:52:17 PM<br>Signed: 10/18/2024 2:52:23 PM |
| **Electronic Record and Signature Disclosure:**<br>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 |
|---|---|---|
| Sofia Castillo<br>sofia.castillo@newark.org<br>Admin Support Specialist II<br>City of Newark<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 10/18/2024 2:52:24 PM<br>Resent: 10/18/2024 2:52:27 PM<br>Viewed: 10/18/2024 3:39:43 PM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 10/14/2024 12:07:09 PM |
| Certified Delivered | Security Checked | 10/18/2024 2:52:17 PM |
| Signing Complete | Security Checked | 10/18/2024 2:52:23 PM |
| Completed | Security Checked | 10/18/2024 2:52:24 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.

Docusign Envelope ID: 6B5AB146-4093-4959-BFB5-8A62DD087ED2

# THIRD AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GOOD CITY COMPANY

This Third Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City"), and Good City Company, a California Corporation ("Consultant") collectively the "Parties") dated March 2, 2021, is entered into as of June 26, 2025 for professional planning services.

## RECITALS

**WHEREAS**, the Parties executed a Contractual Services Agreement (the "Agreement") for Good City Company (the "Consultant") to perform general professional planning services including; serving in an on-call capacity as project manager for planning entitlements projects, as well as to provide other current and advanced planning services including environmental review as requested from time-to-time, organizational support and, and to serve and support the City's affordable housing program efforts, housing policy development, and regional planning efforts.

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

**WHEREAS**, the Parties desire to amend the Agreement, to increase the not-to-exceed amount to Six Hundred Seventy-Four Thousand Two Hundred Fifty Dollars ($674,250); and

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

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

1. Section 3. A. "Not-to-Exceed" Compensation, of the Agreement, is amended to increase the not-to-exceed amount by $315,000, for a total not-to-exceed the amount of $674,250 (from a previous not-to-exceed amount of $359,250).

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

City of Newark

Signed by:
David Benoun
B9F512F848B7496...

David J. Benoun
City Manager

Dated: 6/25/2025

Consultant

DocuSigned by:
Aaron Aknin
5C6A1A91BD384BA...

Aaron Aknin, Principal and Co-Owner
Good City Company

Dated: 6/25/2025

Docusign Envelope ID: 6B5AB146-4093-4959-BFB5-8A62DD087ED2

Attest:

Signed by:
Sheila Harrington
509DE0E358384EE...

Sheila Harrington
City Clerk

Approved as to Form:

Signed by:
Kristopher Kokotaylo
ABDB916180E345C...

Kristopher J. Kokotaylo
City Attorney

Docusign Envelope ID: 6B5AB146-4093-4959-BFB5-8A62DD087ED2

# RESOLUTION NO. 11,748

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH GOOD CITY COMPANY TO PROVIDE PROFESSIONAL PLANNING SERVICES

WHEREAS, on March 2, 2021, the City of Newark awarded a Contractual Services Agreement (the "Agreement") to Good City Company (the "Consultant") to provide professional planning services; and

WHEREAS, on April 1, 2024, the Agreement was amended to increase the not-to-exceed amount to $150,000 to provide additional funding for the existing scope of services; and

WHEREAS, on October 14, 2024, the Agreement was amended to increase the not-to-exceed amount to $359,250 to provide additional funding for the existing scope of services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the third amendment to the Agreement with Good City Company, in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not-to-exceed amount of the Agreement by $315,000 for a total not-to-exceed amount of $674,250.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not-to-exceed amount of $674,250.

Docusign Envelope ID: 6B5AB146-4093-4959-BFB5-8A62DD087ED2

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 12, 2025, by Council Member Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

| | |
|---|---|
| AYES: | Council Members Catancio, Jorgens, Vice Mayor Little, and Mayor Hannon |
| NOES: | None |
| ABSENT: | Council Member Grindall |
| SECONDED: | Council Member Catancio |

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

## Certificate Of Completion

Envelope Id: 6B5AB146-4093-4959-BFB5-8A62DD087ED2
Status: Completed
Subject: Complete with Docusign: CSA C21006 - 3rd Amendment.pdf, Resolution No. 11748 Good City Co.pdf
Source Envelope:
Document Pages: 4
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Sofia Castillo
37101 Newark Boulevard
Newark, CA 94560
sofia.castillo@newark.org
IP Address: 50.145.38.134

## Record Tracking

Status: Original
6/25/2025 4:10:08 PM
Holder: Sofia Castillo
sofia.castillo@newark.org
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Aaron Aknin<br>aaknin@goodcityco.com<br>Principal<br>Good City Company<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Aaron Aknin<br>5C6A1A91BD384BA...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 99.88.40.35 | Sent: 6/25/2025 4:17:05 PM<br>Viewed: 6/25/2025 4:56:22 PM<br>Signed: 6/25/2025 4:56:34 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/25/2025 4:56:22 PM<br>ID: a4f3b4e3-f83a-4211-afcd-be9e36f1b9ad | | |
| Kristopher Kokotaylo<br>kristopher.kokotaylo@redwoodpubliclaw.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>kristopher kokotaylo<br>ABDB916180E345C...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 96.86.168.125 | Sent: 6/25/2025 4:56:36 PM<br>Viewed: 6/25/2025 7:21:36 PM<br>Signed: 6/25/2025 7:21:56 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/25/2025 7:21:36 PM<br>ID: d5cb15b6-c287-47b2-a1cf-ee6a9b45f720 | | |
| David Benoun<br>david.benoun@newarkca.gov<br>Security Level: Email, Account Authentication (None) | Signed by:<br>David Benoun<br>B9F512F848B7496...<br>Signature Adoption: Pre-selected Style<br>Using IP Address:<br>2601:646:a202:7e20:286f:7459:a67e:4c60 | Sent: 6/25/2025 7:21:58 PM<br>Viewed: 6/25/2025 8:30:43 PM<br>Signed: 6/25/2025 8:30:51 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/25/2025 8:30:43 PM<br>ID: 504d8bc8-e5d8-4e9b-8edb-b2071bee9069 | | |
| Sheila Harrington<br>sheila.harrington@newarkca.gov<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Sheila Harrington<br>509DE0E358384EE...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 12.3.205.238 | Sent: 6/25/2025 8:30:52 PM<br>Viewed: 6/26/2025 8:46:18 AM<br>Signed: 6/26/2025 8:46:32 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/26/2025 8:46:18 AM<br>ID: 0c34d40b-1e61-4536-a1c6-01a6ab41bba5 | | |

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Sofia Castillo<br>sofia.castillo@newarkca.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 6/26/2025 8:46:33 AM<br>Viewed: 6/26/2025 8:46:49 AM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 6/25/2025 4:17:05 PM |
| Certified Delivered | Security Checked | 6/26/2025 8:46:18 AM |
| Signing Complete | Security Checked | 6/26/2025 8:46:32 AM |
| Completed | Security Checked | 6/26/2025 8:46:33 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

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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.

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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.

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**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.

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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..

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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.

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- 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.

**FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GOOD CITY COMPANY**

This Fourth Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City"), and Good City Company, a California Corporation ("Consultant") collectively the "Parties") dated March 2, 2021, is entered into as of October ____, 2025 for professional planning services.

**RECITALS**

**WHEREAS**, the Parties executed a Contractual Services Agreement (the "Agreement") for Good City Company (the "Consultant") to perform general professional planning services including; serving in an on-call capacity as project manager for planning entitlements projects, as well as to provide other current and advanced planning services including environmental review as requested from time-to-time, organizational support and, and to serve and support the City's affordable housing program efforts, housing policy development, and regional planning efforts.

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

**WHEREAS**, the Parties desire to amend the Agreement, to increase the not-to-exceed amount to Nine Hundred Thirty-Nine Thousand Two Hundred Fifty Dollars ($939,250.00); and

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

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

1. Section 3. A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $265,000.00, for a total not to exceed the amount of $939,250.00 (from a previous not to exceed amount of $674,250.00).

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

City of Newark

_____

David J. Benoun
City Manager

Dated: _____

Consultant

_____

Aaron Aknin, Principal and Co-Owner
Good City Company

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

# STAFF REPORT

Item D. 4.

**DATE** 10/09/2025

**TO** Honorable Mayor and City Council Members

**FROM** Brittney Frye, Human Resources Director

**SUBJECT** Adopt a resolution approving amendments to the Salary Schedule in effect July 1, 2025, and July 11, 2025

## SUMMARY AND RECOMMENDATION

At the June 26, 2025, City Council meeting, the City Council approved an updated salary schedule effective July 1, 2025 and subsequently approved the salary schedule effective July 11, 2025 at the July 24, 2025 City Council meeting (the Salary Schedule). Some salaries on the Salary Schedule contained rounding errors, requiring approval of the corrected pay rates. Staff recommends that the City Council adopt a resolution approving amendments to the Salary Schedule in effect July 1, 2025 and July 11, 2025, to correct discrepancies identified in the Salary Schedule.

## BACKGROUND

On July 1, 2025, and July 11, 2025, the City approved updated salary schedules following previously negotiated agreements. After implementation, staff identified discrepancies between the hourly, biweekly, and annual pay rates for certain classifications. Specifically, while the step-one hourly rates were correctly calculated, rounding variances in subsequent steps resulted in slight differences within the Salary Schedule.

The California Public Employees' Retirement System (CalPERS) requires that all pay rates included in the Salary Schedule be accurate and adopted by resolution of the City Council in compliance with Title 2, Section 570.5 of the California Code of Regulations.

## DISCUSSION/ANALYSIS

Staff has conducted a thorough review of the Salary Schedule and identified and corrected all discrepancies. Adjustments were made to ensure hourly, biweekly, and annual amounts align accurately across classifications. The rounding errors were minimal, amounting to differences between two cents and ninety-five cents per hour. The majority of discrepancies did not impact current employees, as positions are either not currently active or employees currently in the positions receive pay at a step that does not require correction.

The corrected Salary Schedule is attached to this report. The classification specific changes can be found highlighted in red in the charts below.

| Classification Title | Salary Schedule Effective 7/1/2025 & 7/11/2025 Hourly Rates | | | | | Adjusted Salary Schedule Hourly Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Engineering Tech II | $ 51.82 | $ 54.19 | $ 56.68 | $ 59.29 | $ 62.04 | $ 51.82 | $ 54.41 | $ 57.13 | $ 59.99 | $ 62.99 |
| Information Technology Tech I | $ 44.17 | $ 46.36 | $ 48.67 | $ 51.12 | $ 53.67 | $ 44.17 | $ 46.38 | $ 48.70 | $ 51.13 | $ 53.69 |
| Landscape Inspector | $ 40.33 | $ 42.34 | $ 44.46 | $ 46.68 | $ 49.00 | $ 40.33 | $ 42.35 | $ 44.46 | $ 46.69 | $ 49.02 |
| Lead Childcare Instructor | $ 32.40 | $ 34.01 | $ 35.73 | $ 37.52 | $ 39.42 | $ 32.40 | $ 34.02 | $ 35.72 | $ 37.51 | $ 39.38 |
| Equipment Mechanic I | $ 43.20 | $ 45.34 | $ 47.63 | $ 50.00 | $ 52.51 | $ 43.20 | $ 45.36 | $ 47.63 | $ 50.01 | $ 52.51 |
| Equipment Mechanic II | $ 47.56 | $ 49.93 | $ 52.44 | $ 55.06 | $ 57.79 | $ 47.56 | $ 49.94 | $ 52.43 | $ 55.06 | $ 57.81 |
| Information Technology Tech II | $ 49.47 | $ 51.95 | $ 54.53 | $ 57.25 | $ 60.13 | $ 49.47 | $ 51.94 | $ 54.54 | $ 57.27 | $ 60.13 |
| Public Safety Dispatch Supervisor | $ 57.90 | $ 60.79 | $ 63.83 | $ 67.01 | $ 70.37 | $ 57.90 | $ 60.80 | $ 63.83 | $ 67.03 | $ 70.38 |
| Street Maintenance Worker II | $ 43.22 | $ 45.36 | $ 47.65 | $ 50.03 | $ 52.53 | $ 43.22 | $ 45.38 | $ 47.65 | $ 50.03 | $ 52.53 |

| Classification Title | Salary Schedule Effective 7/1/2025 & 7/11/2025 Biweekly Rates | | | | | Adjusted Salary Schedule Biweekly Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Engineering Tech II | $ 4,145.60 | $ 4,335.20 | $ 4,534.40 | $ 4,743.20 | $ 4,963.20 | $ 4,145.60 | $ 4,352.80 | $ 4,570.40 | $ 4,799.20 | $ 5,039.20 |
| Information Technology Tech I | $ 3,533.60 | $ 3,708.80 | $ 3,893.60 | $ 4,089.60 | $ 4,293.60 | $ 3,533.60 | $ 3,710.40 | $ 3,896.00 | $ 4,090.40 | $ 4,295.20 |
| Landscape Inspector | $ 3,226.40 | $ 3,387.20 | $ 3,556.80 | $ 3,734.40 | $ 3,920.00 | $ 3,226.40 | $ 3,388.00 | $ 3,556.80 | $ 3,735.20 | $ 3,921.60 |
| Lead Childcare Instructor | $ 2,592.00 | $ 2,720.80 | $ 2,858.40 | $ 3,001.60 | $ 3,153.60 | $ 2,592.00 | $ 2,721.60 | $ 2,857.60 | $ 3,000.80 | $ 3,150.40 |
| Equipment Mechanic I | $ 3,456.00 | $ 3,627.20 | $ 3,810.40 | $ 4,000.00 | $ 4,200.80 | $ 3,456.00 | $ 3,628.80 | $ 3,810.40 | $ 4,000.80 | $ 4,200.80 |
| Equipment Mechanic II | $ 3,804.80 | $ 3,994.40 | $ 4,195.20 | $ 4,404.80 | $ 4,623.20 | $ 3,804.80 | $ 3,995.20 | $ 4,194.40 | $ 4,404.80 | $ 4,624.80 |
| Information Technology Tech II | $ 3,957.60 | $ 4,156.00 | $ 4,362.40 | $ 4,580.00 | $ 4,810.40 | $ 3,957.60 | $ 4,155.20 | $ 4,363.20 | $ 4,581.60 | $ 4,810.40 |
| Public Safety Dispatch Supervisor | $ 4,632.00 | $ 4,863.20 | $ 5,106.40 | $ 5,360.80 | $ 5,629.60 | $ 4,632.00 | $ 4,864.00 | $ 5,106.40 | $ 5,362.40 | $ 5,630.40 |
| Street Maintenance Worker II | $ 3,457.60 | $ 3,628.80 | $ 3,812.00 | $ 4,002.40 | $ 4,202.40 | $ 3,457.60 | $ 3,630.40 | $ 3,812.00 | $ 4,002.40 | $ 4,202.40 |

| Classification Title | Salary Schedule Effective 7/1/2025 & 7/11/2025 Annual Rates | | | | | Adjusted Salary Schedule Annual Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Engineering Tech II | $107,785.60 | $ 112,715.20 | $ 117,894.40 | $ 123,323.20 | $ 129,043.20 | $ 107,785.60 | $ 113,172.80 | $ 118,830.40 | $ 124,779.20 | $ 131,019.20 |
| Information Technology Tech I | $ 91,873.60 | $ 96,428.80 | $ 101,233.60 | $ 106,329.60 | $ 111,633.60 | $ 91,873.60 | $ 96,470.40 | $ 101,296.00 | $ 106,350.40 | $ 111,675.20 |
| Landscape Inspector | $ 83,886.40 | $ 88,067.20 | $ 92,476.80 | $ 97,094.40 | $ 101,920.00 | $ 83,886.40 | $ 88,088.00 | $ 92,476.80 | $ 97,115.20 | $ 101,961.60 |
| Lead Childcare Instructor | $ 67,392.00 | $ 70,740.80 | $ 74,318.40 | $ 78,041.60 | $ 81,993.60 | $ 67,392.00 | $ 70,761.60 | $ 74,297.60 | $ 78,020.80 | $ 81,910.40 |
| Equipment Mechanic I | $ 89,856.00 | $ 94,307.20 | $ 99,070.40 | $ 104,000.00 | $ 109,220.80 | $ 89,856.00 | $ 94,348.80 | $ 99,070.40 | $ 104,020.80 | $ 109,220.80 |
| Equipment Mechanic II | $ 98,924.80 | $ 103,854.40 | $ 109,075.20 | $ 114,524.80 | $ 120,203.20 | $ 98,924.80 | $ 103,875.20 | $ 109,054.40 | $ 114,524.80 | $ 120,244.80 |
| Information Technology Tech II | $ 102,897.60 | $ 108,056.00 | $ 113,422.40 | $ 119,080.00 | $ 125,070.40 | $ 102,897.60 | $ 108,035.20 | $ 113,443.20 | $ 119,121.60 | $ 125,070.40 |
| Public Safety Dispatch Supervisor | $ 120,432.00 | $ 126,443.20 | $ 132,766.40 | $ 139,380.80 | $ 146,369.60 | $ 120,432.00 | $ 126,464.00 | $ 132,766.40 | $ 139,422.40 | $ 146,390.40 |
| Street Maintenance Worker II | $ 89,897.60 | $ 94,348.80 | $ 99,112.00 | $ 104,062.40 | $ 109,262.40 | $ 89,897.60 | $ 94,390.40 | $ 99,112.00 | $ 104,062.40 | $ 109,262.40 |

## FISCAL IMPACT

Two employees are impacted, requiring an adjustment (increase) of two cents per hour. The fiscal impact is less than $100 in Fiscal Year 2025-26.

## REVIEW AND APPROVAL

Prepared by - Brittney Frye, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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### Attachments

Salary Schedule Resolution

Exhibit A: Revised Salary Schedule effective July 1, 2025

Exhibit B: Revised Salary Schedule effective July 11, 2025

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENTS TO THE SALARY SCHEDULE IN EFFECT JULY 1, 2025 AND JULY 11, 2025 ADOPTED PURSUANT TO CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, on June 26, 2025, the City the City Council approved the Salary Schedule effective July 1, 2025; and

WHEREAS, on July 24, 2025, the City the City Council approved the Salary Schedule effective July 11, 2025; and

WHEREAS, the adopted Salary Schedules contained correct base hourly, biweekly, and annual rates at step one but included discrepancies and rounding errors in the subsequent step pay rates for certain classifications; and

WHEREAS, the City desires to correct these discrepancies to ensure compliance with the California Public Employees' Retirement System (CalPERS) requirements under Title 2, Section 570.5 of the California Code of Regulations.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the amended Salary Schedule in effect July 1, 2025 and July 11, 2025, correcting the discrepancies identified in the previously adopted schedule as listed in the attached Exhibits A and B.

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**
**Salary Schedule Effective 7/01/2025**

| | Step 1 Minimum | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 Maximum | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Classification** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** |
| Accountant | 54.64 | 4,371.20 | 113,651.20 | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.25 | 5,060.00 | 131,560.00 | 66.42 | 5,313.60 | 138,153.60 |
| Accounting Assistant I | 38.05 | 3,044.00 | 79,144.00 | 39.96 | 3,196.80 | 83,116.80 | 41.95 | 3,356.00 | 87,256.00 | 44.05 | 3,524.00 | 91,624.00 | 46.26 | 3,700.80 | 96,220.80 |
| Accounting Assistant II | 41.84 | 3,347.20 | 87,027.20 | 43.93 | 3,514.40 | 91,374.40 | 46.12 | 3,689.60 | 95,929.60 | 48.43 | 3,874.40 | 100,734.40 | 50.86 | 4,068.80 | 105,788.80 |
| Accounting Technician I | 44.27 | 3,541.60 | 92,081.60 | 46.49 | 3,719.20 | 96,699.20 | 48.81 | 3,904.80 | 101,524.80 | 51.25 | 4,100.00 | 106,600.00 | 53.81 | 4,304.80 | 111,924.80 |
| Accounting Technician II | 48.70 | 3,896.00 | 101,296.00 | 51.14 | 4,091.20 | 106,371.20 | 53.70 | 4,296.00 | 111,696.00 | 56.38 | 4,510.40 | 117,270.40 | 59.20 | 4,736.00 | 123,136.00 |
| Administrative Assistant | 44.15 | 3,532.00 | 91,832.00 | 46.35 | 3,708.00 | 96,408.00 | 48.67 | 3,893.60 | 101,233.60 | 51.11 | 4,088.80 | 106,308.80 | 53.66 | 4,292.80 | 111,612.80 |
| Administrative Support Specialist I | 34.48 | 2,758.40 | 71,718.40 | 36.20 | 2,896.00 | 75,296.00 | 38.01 | 3,040.80 | 79,060.80 | 39.92 | 3,193.60 | 83,033.60 | 41.90 | 3,352.00 | 87,152.00 |
| Administrative Support Specialist II | 37.63 | 3,010.40 | 78,270.40 | 39.51 | 3,160.80 | 82,180.80 | 41.49 | 3,319.20 | 86,299.20 | 43.56 | 3,484.80 | 90,604.80 | 45.74 | 3,659.20 | 95,139.20 |
| Animal Control Officer | 42.90 | 3,432.00 | 89,232.00 | 45.05 | 3,604.00 | 93,704.00 | 47.30 | 3,784.00 | 98,384.00 | 49.67 | 3,973.60 | 103,313.60 | 52.15 | 4,172.00 | 108,472.00 |
| Assistant City Manager | 126.92 | 10,153.60 | 263,993.60 | Range 26 | | | | | | | | | 152.31 | 12,184.80 | 316,804.80 |
| Assistant Engineer-Civil | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.41 | 5,312.80 | 138,132.80 | 69.74 | 5,579.20 | 145,059.20 |
| Assistant Maintenance Superintendent | 70.65 | 5,652.00 | 146,952.00 | Range 14 | | | | | | | | | 84.78 | 6,782.40 | 176,342.40 |
| Assistant Planner | 51.64 | 4,131.20 | 107,411.20 | 54.22 | 4,337.60 | 112,777.60 | 56.93 | 4,554.40 | 118,414.40 | 59.77 | 4,781.60 | 124,321.60 | 62.76 | 5,020.80 | 130,540.80 |
| Assistant to the City Manager | 67.29 | 5,383.20 | 139,963.20 | Range 13 | | | | | | | | | 80.75 | 6,460.00 | 167,960.00 |
| Associate Civil Engineer | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 | 73.24 | 5,859.20 | 152,339.20 | 76.90 | 6,152.00 | 159,952.00 | 80.75 | 6,460.00 | 167,960.00 |
| Associate Planner | 59.10 | 4,728.00 | 122,928.00 | 62.07 | 4,965.60 | 129,105.60 | 65.17 | 5,213.60 | 135,553.60 | 68.42 | 5,473.60 | 142,313.60 | 71.84 | 5,747.20 | 149,427.20 |
| Building Inspector I | 56.07 | 4,485.60 | 116,625.60 | 58.87 | 4,709.60 | 122,449.60 | 61.82 | 4,945.60 | 128,585.60 | 64.91 | 5,192.80 | 135,012.80 | 68.15 | 5,452.00 | 141,752.00 |
| Building Inspector II | 58.87 | 4,709.60 | 122,449.60 | 61.82 | 4,945.60 | 128,585.60 | 64.91 | 5,192.80 | 135,012.80 | 68.15 | 5,452.00 | 141,752.00 | 71.56 | 5,724.80 | 148,844.80 |
| Building Maintenance Mechanic I | 42.01 | 3,360.80 | 87,380.80 | 44.13 | 3,530.40 | 91,790.40 | 46.32 | 3,705.60 | 96,345.60 | 48.65 | 3,892.00 | 101,192.00 | 51.08 | 4,086.40 | 106,246.40 |
| Building Maintenance Mechanic II | 46.28 | 3,702.40 | 96,262.40 | 48.59 | 3,887.20 | 101,067.20 | 51.03 | 4,082.40 | 106,142.40 | 53.59 | 4,287.20 | 111,467.20 | 56.25 | 4,500.00 | 117,000.00 |
| Chief Building Official | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Chief Information Officer/Information Technology Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Child Care Instructor | 28.15 | 2,252.00 | 58,552.00 | 29.58 | 2,366.40 | 61,526.40 | 31.06 | 2,484.80 | 64,604.80 | 32.61 | 2,608.80 | 67,828.80 | 34.27 | 2,741.60 | 71,281.60 |
| City Clerk | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| City Engineer | 99.44 | 7,955.20 | 206,835.20 | Range 21 | | | | | | | | | 119.33 | 9,546.40 | 248,206.40 |
| City Manager | | | | | | | | | | | | | 175.45 | 14,036.00 | 364,936.00 |
| Communications and Public Engagement Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Community Development Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Community Engagement Manager | 61.63 | 4,930.40 | 128,190.40 | Range 12 | | | | | | | | | 73.96 | 5,916.80 | 153,836.80 |
| Community Preservation Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Community Preservation Specialist | 46.75 | 3,740.00 | 97,240.00 | 49.09 | 3,927.20 | 102,107.20 | 51.54 | 4,123.20 | 107,203.20 | 54.12 | 4,329.60 | 112,569.60 | 56.83 | 4,546.40 | 118,206.40 |
| Community Service Officer | 43.39 | 3,471.20 | 90,251.20 | 45.55 | 3,644.00 | 94,744.00 | 47.83 | 3,826.40 | 99,486.40 | 50.22 | 4,017.60 | 104,457.60 | 52.74 | 4,219.20 | 109,699.20 |
| Crime Analyst | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.41 | 5,312.80 | 138,132.80 | 69.74 | 5,579.20 | 145,059.20 |
| Deputy Community Development Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Deputy Economic Development Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Deputy Finance Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Engineering Technician I | 48.39 | 3,871.20 | 100,651.20 | 50.81 | 4,064.80 | 105,684.80 | 53.35 | 4,268.00 | 110,968.00 | 56.01 | 4,480.80 | 116,500.80 | 58.82 | 4,705.60 | 122,345.60 |
| Engineering Technician II | 51.82 | 4,145.60 | 107,785.60 | 54.41 | 4,352.80 | 113,172.80 | 57.13 | 4,570.40 | 118,830.40 | 59.99 | 4,799.20 | 124,779.20 | 62.99 | 5,039.20 | 131,019.20 |
| Environmental Services Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Equipment Mechanic I | 43.20 | 3,456.00 | 89,856.00 | 45.36 | 3,628.80 | 94,348.80 | 47.63 | 3,810.40 | 99,070.40 | 50.01 | 4,000.80 | 104,020.80 | 52.51 | 4,200.80 | 109,220.80 |
| Equipment Mechanic II | 47.56 | 3,804.80 | 98,924.80 | 49.94 | 3,995.20 | 103,875.20 | 52.43 | 4,194.40 | 109,054.40 | 55.06 | 4,404.80 | 114,524.80 | 57.81 | 4,624.80 | 120,244.80 |
| Executive Assistant | 49.07 | 3,925.60 | 102,065.60 | 51.52 | 4,121.60 | 107,161.60 | 54.10 | 4,328.00 | 112,528.00 | 56.80 | 4,544.00 | 118,144.00 | 59.64 | 4,771.20 | 124,051.20 |
| Facilities Supervisor | 63.84 | 5,107.20 | 132,787.20 | 67.03 | 5,362.40 | 139,422.40 | 70.39 | 5,631.20 | 146,411.20 | 73.90 | 5,912.00 | 153,712.00 | 77.59 | 6,207.20 | 161,387.20 |
| Finance Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| General Laborer | 31.40 | 2,512.00 | 65,312.00 | 32.98 | 2,638.40 | 68,598.40 | 34.63 | 2,770.40 | 72,030.40 | 36.37 | 2,909.60 | 75,649.60 | 38.18 | 3,054.40 | 79,414.40 |
| Housing Policies and Programs Manager | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Human Resources Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Human Resources Technician | 45.08 | 3,606.40 | 93,766.40 | 47.34 | 3,787.20 | 98,467.20 | 49.70 | 3,976.00 | 103,376.00 | 52.19 | 4,175.20 | 108,555.20 | 54.80 | 4,384.00 | 113,984.00 |
| Information Technology Analyst | 60.27 | 4,821.60 | 125,361.60 | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 |

**CITY OF NEWARK**
**Salary Schedule Effective 7/01/2025**

| | Step 1 Minimum | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 Maximum | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Classification** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** |
| Information Technology Technician I | 44.17 | 3,533.60 | 91,873.60 | 46.38 | 3,710.40 | 96,470.40 | 48.70 | 3,896.00 | 101,296.00 | 51.13 | 4,090.40 | 106,350.40 | 53.69 | 4,295.20 | 111,675.20 |
| Information Technology Technician II | 49.47 | 3,957.60 | 102,897.60 | 51.94 | 4,155.20 | 108,035.20 | 54.54 | 4,363.20 | 113,443.20 | 57.27 | 4,581.60 | 119,121.60 | 60.13 | 4,810.40 | 125,070.40 |
| Junior Engineer-Civil | 49.57 | 3,965.60 | 103,105.60 | 52.05 | 4,164.00 | 108,264.00 | 54.65 | 4,372.00 | 113,672.00 | 57.39 | 4,591.20 | 119,371.20 | 60.26 | 4,820.80 | 125,340.80 |
| Landscape & Parks Maintenance Worker I | 39.25 | 3,140.00 | 81,640.00 | 41.20 | 3,296.00 | 85,696.00 | 43.27 | 3,461.60 | 90,001.60 | 45.43 | 3,634.40 | 94,494.40 | 47.72 | 3,817.60 | 99,257.60 |
| Landscape & Parks Maintenance Worker II | 43.22 | 3,457.60 | 89,897.60 | 45.39 | 3,631.20 | 94,411.20 | 47.65 | 3,812.00 | 99,112.00 | 50.03 | 4,002.40 | 104,062.40 | 52.53 | 4,202.40 | 109,262.40 |
| Landscape Inspector | 40.33 | 3,226.40 | 83,886.40 | 42.35 | 3,388.00 | 88,088.00 | 44.46 | 3,556.80 | 92,476.80 | 46.69 | 3,735.20 | 97,115.20 | 49.02 | 3,921.60 | 101,961.60 |
| Lead Childcare Instructor | 32.40 | 2,592.00 | 67,392.00 | 34.02 | 2,721.60 | 70,761.60 | 35.72 | 2,857.60 | 74,297.60 | 37.51 | 3,000.80 | 78,020.80 | 39.38 | 3,150.40 | 81,910.40 |
| Maintenance Superintendent | 85.90 | 6,872.00 | 178,672.00 | Range 18 | | | | | | | | | 103.07 | 8,245.60 | 214,385.60 |
| Maintenance Supervisor | 63.84 | 5,107.20 | 132,787.20 | 67.03 | 5,362.40 | 139,422.40 | 70.39 | 5,631.20 | 146,411.20 | 73.90 | 5,912.00 | 153,712.00 | 77.59 | 6,207.20 | 161,387.20 |
| Management Analyst I | 51.64 | 4,131.20 | 107,411.20 | 54.23 | 4,338.40 | 112,798.40 | 56.93 | 4,554.40 | 118,414.40 | 59.78 | 4,782.40 | 124,342.40 | 62.76 | 5,020.80 | 130,540.80 |
| Management Analyst II | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.42 | 5,313.60 | 138,153.60 | 69.74 | 5,579.20 | 145,059.20 |
| Permit Technician | 43.88 | 3,510.40 | 91,270.40 | 46.07 | 3,685.60 | 95,825.60 | 48.37 | 3,869.60 | 100,609.60 | 50.79 | 4,063.20 | 105,643.20 | 53.33 | 4,266.40 | 110,926.40 |
| Police Captain | 100.41 | 8,032.80 | 208,852.80 | Range 22 | | | | | | | | | 120.50 | 9,640.00 | 250,640.00 |
| Police Chief | 124.39 | 9,951.00 | 258,726.00 | Range 26-CHIEF | | | | | | | | | 149.27 | 11,941.20 | 310,471.20 |
| Police Lieutenant | 86.71 | 6,936.80 | 180,356.80 | Range 19 | | | | | | | | | 104.05 | 8,324.00 | 216,424.00 |
| Police Officer | 63.11 | 5,048.80 | 131,268.80 | 66.27 | 5,301.60 | 137,841.60 | 69.58 | 5,566.40 | 144,726.40 | 73.06 | 5,844.80 | 151,964.80 | 76.71 | 6,136.80 | 159,556.80 |
| Police Records Supervisor | 48.39 | 3,871.20 | 100,651.20 | 50.80 | 4,064.00 | 105,664.00 | 53.34 | 4,267.20 | 110,947.20 | 56.01 | 4,480.80 | 116,500.80 | 58.82 | 4,705.60 | 122,345.60 |
| Police Sergeant | 76.54 | 6,123.20 | 159,203.20 | 80.37 | 6,429.60 | 167,169.60 | 84.38 | 6,750.40 | 175,510.40 | 88.60 | 7,088.00 | 184,288.00 | 93.03 | 7,442.40 | 193,502.40 |
| Police Support Services Manager | 71.36 | 5,708.80 | 148,428.80 | Range 15 | | | | | | | | | 85.64 | 6,851.20 | 178,131.20 |
| Principal Civil Engineer | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Principal Planner | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Property and Evidence Technician | 41.85 | 3,348.00 | 87,048.00 | 43.94 | 3,515.20 | 91,395.20 | 46.13 | 3,690.40 | 95,950.40 | 48.45 | 3,876.00 | 100,776.00 | 50.87 | 4,069.60 | 105,809.60 |
| Public Safety Clerk | 40.83 | 3,266.40 | 84,926.40 | 42.87 | 3,429.60 | 89,169.60 | 45.01 | 3,600.80 | 93,620.80 | 47.26 | 3,780.80 | 98,300.80 | 49.63 | 3,970.40 | 103,230.40 |
| Public Safety Dispatch Supervisor | 57.90 | 4,632.00 | 120,432.00 | 60.80 | 4,864.00 | 126,464.00 | 63.83 | 5,106.40 | 132,766.40 | 67.03 | 5,362.40 | 139,422.40 | 70.38 | 5,630.40 | 146,390.40 |
| Public Safety Dispatcher | 50.09 | 4,007.20 | 104,187.20 | 52.60 | 4,208.00 | 109,408.00 | 55.22 | 4,417.60 | 114,857.60 | 57.98 | 4,638.40 | 120,598.40 | 60.88 | 4,870.40 | 126,630.40 |
| Public Works Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Public Works Inspector | 58.88 | 4,710.40 | 122,470.40 | 61.83 | 4,946.40 | 128,606.40 | 64.92 | 5,193.60 | 135,033.60 | 68.16 | 5,452.80 | 141,772.80 | 71.57 | 5,725.60 | 148,865.60 |
| Recreation and Community Services Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Recreation and Community Services Supervisor I | 57.39 | 4,591.20 | 119,371.20 | 60.26 | 4,820.80 | 125,340.80 | 63.26 | 5,060.80 | 131,580.80 | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 |
| Recreation and Community Services Supervisor II | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 | 76.91 | 6,152.80 | 159,972.80 |
| Recreation Coordinator | 45.18 | 3,614.40 | 93,974.40 | 47.43 | 3,794.40 | 98,654.40 | 49.81 | 3,984.80 | 103,604.80 | 52.30 | 4,184.00 | 108,784.00 | 54.91 | 4,392.80 | 114,212.80 |
| Red Light Photo Enforcement Technician | 41.63 | 3,330.40 | 86,590.40 | 43.71 | 3,496.80 | 90,916.80 | 45.90 | 3,672.00 | 95,472.00 | 48.19 | 3,855.20 | 100,235.20 | 50.61 | 4,048.80 | 105,268.80 |
| Senior Accountant | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 | 76.91 | 6,152.80 | 159,972.80 |
| Senior Administrative Support Specialist | 41.40 | 3,312.00 | 86,112.00 | 43.47 | 3,477.60 | 90,417.60 | 45.65 | 3,652.00 | 94,952.00 | 47.93 | 3,834.40 | 99,694.40 | 50.33 | 4,026.40 | 104,686.40 |
| Senior Building Inspector | 61.52 | 4,921.60 | 127,961.60 | 64.59 | 5,167.20 | 134,347.20 | 67.82 | 5,425.60 | 141,065.60 | 71.21 | 5,696.80 | 148,116.80 | 74.78 | 5,982.40 | 155,542.40 |
| Senior Building Maintenance Mechanic | 50.97 | 4,077.60 | 106,017.60 | 53.52 | 4,281.60 | 111,321.60 | 56.18 | 4,494.40 | 116,854.40 | 59.01 | 4,720.80 | 122,740.80 | 61.94 | 4,955.20 | 128,835.20 |
| Senior Civil Engineer | 78.40 | 6,272.00 | 163,072.00 | 82.32 | 6,585.60 | 171,225.60 | 86.44 | 6,915.20 | 179,795.20 | 90.77 | 7,261.60 | 188,801.60 | 95.28 | 7,622.40 | 198,182.40 |
| Senior Equipment Mechanic | 52.36 | 4,188.80 | 108,908.80 | 54.97 | 4,397.60 | 114,337.60 | 57.72 | 4,617.60 | 120,057.60 | 60.62 | 4,849.60 | 126,089.60 | 63.65 | 5,092.00 | 132,392.00 |
| Senior Information Technology Analyst | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 | 73.24 | 5,859.20 | 152,339.20 | 76.90 | 6,152.00 | 159,952.00 | 80.75 | 6,460.00 | 167,960.00 |
| Senior Landscape & Parks Maintenance Worker | 47.59 | 3,807.20 | 98,987.20 | 49.97 | 3,997.60 | 103,937.60 | 52.48 | 4,198.40 | 109,158.40 | 55.09 | 4,407.20 | 114,587.20 | 57.84 | 4,627.20 | 120,307.20 |
| Senior Landscape Inspector | 47.59 | 3,807.20 | 98,987.20 | 49.97 | 3,997.60 | 103,937.60 | 52.48 | 4,198.40 | 109,158.40 | 55.09 | 4,407.20 | 114,587.20 | 57.84 | 4,627.20 | 120,307.20 |
| Senior Management Analyst | 66.02 | 5,281.60 | 137,321.60 | 69.33 | 5,546.40 | 144,206.40 | 72.79 | 5,823.20 | 151,403.20 | 76.43 | 6,114.40 | 158,974.40 | 80.25 | 6,420.00 | 166,920.00 |
| Senior Planner | 68.42 | 5,473.60 | 142,313.60 | 71.84 | 5,747.20 | 149,427.20 | 75.43 | 6,034.40 | 156,894.40 | 79.21 | 6,336.80 | 164,756.80 | 83.17 | 6,653.60 | 172,993.60 |
| Senior Street Maintenance Worker | 47.60 | 3,808.00 | 99,008.00 | 49.98 | 3,998.40 | 103,958.40 | 52.48 | 4,198.40 | 109,158.40 | 55.10 | 4,408.00 | 114,608.00 | 57.86 | 4,628.80 | 120,348.80 |
| Strategic Initiatives Manager | 85.90 | 6,872.00 | 178,672.00 | Range 18 | | | | | | | | | 103.07 | 8,245.60 | 214,385.60 |
| Street Maintenance Worker I | 39.25 | 3,140.00 | 81,640.00 | 41.20 | 3,296.00 | 85,696.00 | 43.27 | 3,461.60 | 90,001.60 | 45.43 | 3,634.40 | 94,494.40 | 47.72 | 3,817.60 | 99,257.60 |
| Street Maintenance Worker II | 43.22 | 3,457.60 | 89,897.60 | 45.38 | 3,630.40 | 94,390.40 | 47.65 | 3,812.00 | 99,112.00 | 50.03 | 4,002.40 | 104,062.40 | 52.53 | 4,202.40 | 109,262.40 |
| Urban Forest Supervisor | 55.75 | 4,460.00 | 115,960.00 | 58.54 | 4,683.20 | 121,763.20 | 61.47 | 4,917.60 | 127,857.60 | 64.54 | 5,163.20 | 134,243.20 | 67.78 | 5,422.40 | 140,982.40 |
| Vehicle Abatement Officer | 34.29 | 2,743.20 | 71,323.20 | 35.99 | 2,879.20 | 74,859.20 | 37.80 | 3,024.00 | 78,624.00 | 39.70 | 3,176.00 | 82,576.00 | 41.67 | 3,333.60 | 86,673.60 |

**CITY OF NEWARK**
**Salary Schedule Effective 7/11/2025**

| | Step 1 Minimum | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 Maximum | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Classification** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** |
| Accountant | 54.64 | 4,371.20 | 113,651.20 | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.25 | 5,060.00 | 131,560.00 | 66.42 | 5,313.60 | 138,153.60 |
| Accounting Assistant I | 38.05 | 3,044.00 | 79,144.00 | 39.96 | 3,196.80 | 83,116.80 | 41.95 | 3,356.00 | 87,256.00 | 44.05 | 3,524.00 | 91,624.00 | 46.26 | 3,700.80 | 96,220.80 |
| Accounting Assistant II | 41.84 | 3,347.20 | 87,027.20 | 43.93 | 3,514.40 | 91,374.40 | 46.12 | 3,689.60 | 95,929.60 | 48.43 | 3,874.40 | 100,734.40 | 50.86 | 4,068.80 | 105,788.80 |
| Accounting Technician I | 44.27 | 3,541.60 | 92,081.60 | 46.49 | 3,719.20 | 96,699.20 | 48.81 | 3,904.80 | 101,524.80 | 51.25 | 4,100.00 | 106,600.00 | 53.81 | 4,304.80 | 111,924.80 |
| Accounting Technician II | 48.70 | 3,896.00 | 101,296.00 | 51.14 | 4,091.20 | 106,371.20 | 53.70 | 4,296.00 | 111,696.00 | 56.38 | 4,510.40 | 117,270.40 | 59.20 | 4,736.00 | 123,136.00 |
| Administrative Assistant | 44.15 | 3,532.00 | 91,832.00 | 46.35 | 3,708.00 | 96,408.00 | 48.67 | 3,893.60 | 101,233.60 | 51.11 | 4,088.80 | 106,308.80 | 53.66 | 4,292.80 | 111,612.80 |
| Administrative Support Specialist I | 34.48 | 2,758.40 | 71,718.40 | 36.20 | 2,896.00 | 75,296.00 | 38.01 | 3,040.80 | 79,060.80 | 39.92 | 3,193.60 | 83,033.60 | 41.90 | 3,352.00 | 87,152.00 |
| Administrative Support Specialist II | 37.63 | 3,010.40 | 78,270.40 | 39.51 | 3,160.80 | 82,180.80 | 41.49 | 3,319.20 | 86,299.20 | 43.56 | 3,484.80 | 90,604.80 | 45.74 | 3,659.20 | 95,139.20 |
| Animal Control Officer | 42.90 | 3,432.00 | 89,232.00 | 45.05 | 3,604.00 | 93,704.00 | 47.30 | 3,784.00 | 98,384.00 | 49.67 | 3,973.60 | 103,313.60 | 52.15 | 4,172.00 | 108,472.00 |
| Assistant City Manager | 126.92 | 10,153.60 | 263,993.60 | Range 26 | | | | | | | | | 152.31 | 12,184.80 | 316,804.80 |
| Assistant Engineer-Civil | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.41 | 5,312.80 | 138,132.80 | 69.74 | 5,579.20 | 145,059.20 |
| Assistant Maintenance Superintendent | 70.65 | 5,652.00 | 146,952.00 | Range 14 | | | | | | | | | 84.78 | 6,782.40 | 176,342.40 |
| Assistant Planner | 51.64 | 4,131.20 | 107,411.20 | 54.22 | 4,337.60 | 112,777.60 | 56.93 | 4,554.40 | 118,414.40 | 59.77 | 4,781.60 | 124,321.60 | 62.76 | 5,020.80 | 130,540.80 |
| Assistant to the City Manager | 67.29 | 5,383.20 | 139,963.20 | Range 13 | | | | | | | | | 80.75 | 6,460.00 | 167,960.00 |
| Associate Civil Engineer | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 | 73.24 | 5,859.20 | 152,339.20 | 76.90 | 6,152.00 | 159,952.00 | 80.75 | 6,460.00 | 167,960.00 |
| Associate Planner | 59.10 | 4,728.00 | 122,928.00 | 62.07 | 4,965.60 | 129,105.60 | 65.17 | 5,213.60 | 135,553.60 | 68.42 | 5,473.60 | 142,313.60 | 71.84 | 5,747.20 | 149,427.20 |
| Building Inspector I | 56.07 | 4,485.60 | 116,625.60 | 58.87 | 4,709.60 | 122,449.60 | 61.82 | 4,945.60 | 128,585.60 | 64.91 | 5,192.80 | 135,012.80 | 68.15 | 5,452.00 | 141,752.00 |
| Building Inspector II | 58.87 | 4,709.60 | 122,449.60 | 61.82 | 4,945.60 | 128,585.60 | 64.91 | 5,192.80 | 135,012.80 | 68.15 | 5,452.00 | 141,752.00 | 71.56 | 5,724.80 | 148,844.80 |
| Building Maintenance Mechanic I | 42.01 | 3,360.80 | 87,380.80 | 44.13 | 3,530.40 | 91,790.40 | 46.32 | 3,705.60 | 96,345.60 | 48.65 | 3,892.00 | 101,192.00 | 51.08 | 4,086.40 | 106,246.40 |
| Building Maintenance Mechanic II | 46.28 | 3,702.40 | 96,262.40 | 48.59 | 3,887.20 | 101,067.20 | 51.03 | 4,082.40 | 106,142.40 | 53.59 | 4,287.20 | 111,467.20 | 56.25 | 4,500.00 | 117,000.00 |
| Chief Building Official | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Chief Information Officer/Information Technology Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Child Care Instructor | 28.15 | 2,252.00 | 58,552.00 | 29.58 | 2,366.40 | 61,526.40 | 31.06 | 2,484.80 | 64,604.80 | 32.61 | 2,608.80 | 67,828.80 | 34.27 | 2,741.60 | 71,281.60 |
| City Clerk | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| City Engineer | 99.44 | 7,955.20 | 206,835.20 | Range 21 | | | | | | | | | 119.33 | 9,546.40 | 248,206.40 |
| City Manager | | | | | | | | | | | | | 175.45 | 14,036.00 | 364,936.00 |
| Communications and Public Engagement Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Community Development Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Community Engagement Manager | 70.65 | 5,652.00 | 146,952.00 | Range 14 | | | | | | | | | 84.78 | 6,782.40 | 176,342.40 |
| Community Preservation Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Community Preservation Specialist | 46.75 | 3,740.00 | 97,240.00 | 49.09 | 3,927.20 | 102,107.20 | 51.54 | 4,123.20 | 107,203.20 | 54.12 | 4,329.60 | 112,569.60 | 56.83 | 4,546.40 | 118,206.40 |
| Community Service Officer | 43.39 | 3,471.20 | 90,251.20 | 45.55 | 3,644.00 | 94,744.00 | 47.83 | 3,826.40 | 99,486.40 | 50.22 | 4,017.60 | 104,457.60 | 52.74 | 4,219.20 | 109,699.20 |
| Crime Analyst | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.41 | 5,312.80 | 138,132.80 | 69.74 | 5,579.20 | 145,059.20 |
| Deputy Community Development Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Deputy Economic Development Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Deputy Finance Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Engineering Technician I | 48.39 | 3,871.20 | 100,651.20 | 50.81 | 4,064.80 | 105,684.80 | 53.35 | 4,268.00 | 110,968.00 | 56.01 | 4,480.80 | 116,500.80 | 58.82 | 4,705.60 | 122,345.60 |
| Engineering Technician II | 51.82 | 4,145.60 | 107,785.60 | 54.41 | 4,352.80 | 113,172.80 | 57.13 | 4,570.40 | 118,830.40 | 59.99 | 4,799.20 | 124,779.20 | 62.99 | 5,039.20 | 131,019.20 |
| Environmental Services Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Equipment Mechanic I | 43.20 | 3,456.00 | 89,856.00 | 45.36 | 3,628.80 | 94,348.80 | 47.63 | 3,810.40 | 99,070.40 | 50.01 | 4,000.80 | 104,020.80 | 52.51 | 4,200.80 | 109,220.80 |
| Equipment Mechanic II | 47.56 | 3,804.80 | 98,924.80 | 49.94 | 3,995.20 | 103,875.20 | 52.43 | 4,194.40 | 109,054.40 | 55.06 | 4,404.80 | 114,524.80 | 57.81 | 4,624.80 | 120,244.80 |
| Executive Assistant | 49.07 | 3,925.60 | 102,065.60 | 51.52 | 4,121.60 | 107,161.60 | 54.10 | 4,328.00 | 112,528.00 | 56.80 | 4,544.00 | 118,144.00 | 59.64 | 4,771.20 | 124,051.20 |
| Facilities Supervisor | 63.84 | 5,107.20 | 132,787.20 | 67.03 | 5,362.40 | 139,422.40 | 70.39 | 5,631.20 | 146,411.20 | 73.90 | 5,912.00 | 153,712.00 | 77.59 | 6,207.20 | 161,387.20 |
| Finance Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| General Laborer | 31.40 | 2,512.00 | 65,312.00 | 32.98 | 2,638.40 | 68,598.40 | 34.63 | 2,770.40 | 72,030.40 | 36.37 | 2,909.60 | 75,649.60 | 38.18 | 3,054.40 | 79,414.40 |
| Housing Policies and Programs Manager | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Human Resources Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Human Resources Technician | 45.08 | 3,606.40 | 93,766.40 | 47.34 | 3,787.20 | 98,467.20 | 49.70 | 3,976.00 | 103,376.00 | 52.19 | 4,175.20 | 108,555.20 | 54.80 | 4,384.00 | 113,984.00 |
| Information Technology Analyst | 60.27 | 4,821.60 | 125,361.60 | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 |

**CITY OF NEWARK**
**Salary Schedule Effective 7/11/2025**

| | Step 1 Minimum | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 Maximum | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Classification** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** |
| Information Technology Technician I | 44.17 | 3,533.60 | 91,873.60 | 46.38 | 3,710.40 | 96,470.40 | 48.70 | 3,896.00 | 101,296.00 | 51.13 | 4,090.40 | 106,350.40 | 53.69 | 4,295.20 | 111,675.20 |
| Information Technology Technician II | 49.47 | 3,957.60 | 102,897.60 | 51.94 | 4,155.20 | 108,035.20 | 54.54 | 4,363.20 | 113,443.20 | 57.27 | 4,581.60 | 119,121.60 | 60.13 | 4,810.40 | 125,070.40 |
| Junior Engineer-Civil | 49.57 | 3,965.60 | 103,105.60 | 52.05 | 4,164.00 | 108,264.00 | 54.65 | 4,372.00 | 113,672.00 | 57.39 | 4,591.20 | 119,371.20 | 60.26 | 4,820.80 | 125,340.80 |
| Landscape & Parks Maintenance Worker I | 39.25 | 3,140.00 | 81,640.00 | 41.20 | 3,296.00 | 85,696.00 | 43.27 | 3,461.60 | 90,001.60 | 45.43 | 3,634.40 | 94,494.40 | 47.72 | 3,817.60 | 99,257.60 |
| Landscape & Parks Maintenance Worker II | 43.22 | 3,457.60 | 89,897.60 | 45.39 | 3,631.20 | 94,411.20 | 47.65 | 3,812.00 | 99,112.00 | 50.03 | 4,002.40 | 104,062.40 | 52.53 | 4,202.40 | 109,262.40 |
| Landscape Inspector | 40.33 | 3,226.40 | 83,886.40 | 42.35 | 3,388.00 | 88,088.00 | 44.46 | 3,556.80 | 92,476.80 | 46.69 | 3,735.20 | 97,115.20 | 49.02 | 3,921.60 | 101,961.60 |
| Lead Childcare Instructor | 32.40 | 2,592.00 | 67,392.00 | 34.02 | 2,721.60 | 70,761.60 | 35.72 | 2,857.60 | 74,297.60 | 37.51 | 3,000.80 | 78,020.80 | 39.38 | 3,150.40 | 81,910.40 |
| Maintenance Superintendent | 85.90 | 6,872.00 | 178,672.00 | Range 18 | | | | | | | | | 103.07 | 8,245.60 | 214,385.60 |
| Maintenance Supervisor | 63.84 | 5,107.20 | 132,787.20 | 67.03 | 5,362.40 | 139,422.40 | 70.39 | 5,631.20 | 146,411.20 | 73.90 | 5,912.00 | 153,712.00 | 77.59 | 6,207.20 | 161,387.20 |
| Management Analyst I | 51.64 | 4,131.20 | 107,411.20 | 54.23 | 4,338.40 | 112,798.40 | 56.93 | 4,554.40 | 118,414.40 | 59.78 | 4,782.40 | 124,342.40 | 62.76 | 5,020.80 | 130,540.80 |
| Management Analyst II | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.42 | 5,313.60 | 138,153.60 | 69.74 | 5,579.20 | 145,059.20 |
| Permit Technician | 43.88 | 3,510.40 | 91,270.40 | 46.07 | 3,685.60 | 95,825.60 | 48.37 | 3,869.60 | 100,609.60 | 50.79 | 4,063.20 | 105,643.20 | 53.33 | 4,266.40 | 110,926.40 |
| Police Captain | 107.44 | 8,595.20 | 223,475.20 | Range 22 - CAP | | | | | | | | | 128.94 | 10,315.20 | 268,195.20 |
| Police Chief | 124.39 | 9,951.00 | 258,726.00 | Range 26 - CHIEF | | | | | | | | | 149.27 | 11,941.20 | 310,471.20 |
| Police Lieutenant | 92.78 | 7,422.40 | 192,982.40 | Range 19 - LT | | | | | | | | | 111.33 | 8,906.40 | 231,566.40 |
| Police Officer | 63.11 | 5,048.80 | 131,268.80 | 66.27 | 5,301.60 | 137,841.60 | 69.58 | 5,566.40 | 144,726.40 | 73.06 | 5,844.80 | 151,964.80 | 76.71 | 6,136.80 | 159,556.80 |
| Police Records Supervisor | 48.39 | 3,871.20 | 100,651.20 | 50.80 | 4,064.00 | 105,664.00 | 53.34 | 4,267.20 | 110,947.20 | 56.01 | 4,480.80 | 116,500.80 | 58.82 | 4,705.60 | 122,345.60 |
| Police Sergeant | 76.54 | 6,123.20 | 159,203.20 | 80.37 | 6,429.60 | 167,169.60 | 84.38 | 6,750.40 | 175,510.40 | 88.60 | 7,088.00 | 184,288.00 | 93.03 | 7,442.40 | 193,502.40 |
| Police Support Services Manager | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Principal Civil Engineer | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Principal Planner | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Property and Evidence Technician | 41.85 | 3,348.00 | 87,048.00 | 43.94 | 3,515.20 | 91,395.20 | 46.13 | 3,690.40 | 95,950.40 | 48.45 | 3,876.00 | 100,776.00 | 50.87 | 4,069.60 | 105,809.60 |
| Public Safety Clerk | 40.83 | 3,266.40 | 84,926.40 | 42.87 | 3,429.60 | 89,169.60 | 45.01 | 3,600.80 | 93,620.80 | 47.26 | 3,780.80 | 98,300.80 | 49.63 | 3,970.40 | 103,230.40 |
| Public Safety Dispatch Supervisor | 57.90 | 4,632.00 | 120,432.00 | 60.80 | 4,864.00 | 126,464.00 | 63.83 | 5,106.40 | 132,766.40 | 67.03 | 5,362.40 | 139,422.40 | 70.38 | 5,630.40 | 146,390.40 |
| Public Safety Dispatcher | 50.09 | 4,007.20 | 104,187.20 | 52.60 | 4,208.00 | 109,408.00 | 55.22 | 4,417.60 | 114,857.60 | 57.98 | 4,638.40 | 120,598.40 | 60.88 | 4,870.40 | 126,630.40 |
| Public Works Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Public Works Inspector | 58.88 | 4,710.40 | 122,470.40 | 61.83 | 4,946.40 | 128,606.40 | 64.92 | 5,193.60 | 135,033.60 | 68.16 | 5,452.80 | 141,772.80 | 71.57 | 5,725.60 | 148,865.60 |
| Recreation and Community Services Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Recreation and Community Services Supervisor I | 57.39 | 4,591.20 | 119,371.20 | 60.26 | 4,820.80 | 125,340.80 | 63.26 | 5,060.80 | 131,580.80 | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 |
| Recreation and Community Services Supervisor II | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 | 76.91 | 6,152.80 | 159,972.80 |
| Recreation Coordinator | 45.18 | 3,614.40 | 93,974.40 | 47.43 | 3,794.40 | 98,654.40 | 49.81 | 3,984.80 | 103,604.80 | 52.30 | 4,184.00 | 108,784.00 | 54.91 | 4,392.80 | 114,212.80 |
| Red Light Photo Enforcement Technician | 41.63 | 3,330.40 | 86,590.40 | 43.71 | 3,496.80 | 90,916.80 | 45.90 | 3,672.00 | 95,472.00 | 48.19 | 3,855.20 | 100,235.20 | 50.61 | 4,048.80 | 105,268.80 |
| Senior Accountant | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 | 76.91 | 6,152.80 | 159,972.80 |
| Senior Administrative Support Specialist | 41.40 | 3,312.00 | 86,112.00 | 43.47 | 3,477.60 | 90,417.60 | 45.65 | 3,652.00 | 94,952.00 | 47.93 | 3,834.40 | 99,694.40 | 50.33 | 4,026.40 | 104,686.40 |
| Senior Building Inspector | 61.52 | 4,921.60 | 127,961.60 | 64.59 | 5,167.20 | 134,347.20 | 67.82 | 5,425.60 | 141,065.60 | 71.21 | 5,696.80 | 148,116.80 | 74.78 | 5,982.40 | 155,542.40 |
| Senior Building Maintenance Mechanic | 50.97 | 4,077.60 | 106,017.60 | 53.52 | 4,281.60 | 111,321.60 | 56.18 | 4,494.40 | 116,854.40 | 59.01 | 4,720.80 | 122,740.80 | 61.94 | 4,955.20 | 128,835.20 |
| Senior Civil Engineer | 78.40 | 6,272.00 | 163,072.00 | 82.32 | 6,585.60 | 171,225.60 | 86.44 | 6,915.20 | 179,795.20 | 90.77 | 7,261.60 | 188,801.60 | 95.28 | 7,622.40 | 198,182.40 |
| Senior Equipment Mechanic | 52.36 | 4,188.80 | 108,908.80 | 54.97 | 4,397.60 | 114,337.60 | 57.72 | 4,617.60 | 120,057.60 | 60.62 | 4,849.60 | 126,089.60 | 63.65 | 5,092.00 | 132,392.00 |
| Senior Information Technology Analyst | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 | 73.24 | 5,859.20 | 152,339.20 | 76.90 | 6,152.00 | 159,952.00 | 80.75 | 6,460.00 | 167,960.00 |
| Senior Landscape & Parks Maintenance Worker | 47.59 | 3,807.20 | 98,987.20 | 49.97 | 3,997.60 | 103,937.60 | 52.48 | 4,198.40 | 109,158.40 | 55.09 | 4,407.20 | 114,587.20 | 57.84 | 4,627.20 | 120,307.20 |
| Senior Landscape Inspector | 47.59 | 3,807.20 | 98,987.20 | 49.97 | 3,997.60 | 103,937.60 | 52.48 | 4,198.40 | 109,158.40 | 55.09 | 4,407.20 | 114,587.20 | 57.84 | 4,627.20 | 120,307.20 |
| Senior Management Analyst | 66.02 | 5,281.60 | 137,321.60 | 69.33 | 5,546.40 | 144,206.40 | 72.79 | 5,823.20 | 151,403.20 | 76.43 | 6,114.40 | 158,974.40 | 80.25 | 6,420.00 | 166,920.00 |
| Senior Planner | 68.42 | 5,473.60 | 142,313.60 | 71.84 | 5,747.20 | 149,427.20 | 75.43 | 6,034.40 | 156,894.40 | 79.21 | 6,336.80 | 164,756.80 | 83.17 | 6,653.60 | 172,993.60 |
| Senior Street Maintenance Worker | 47.60 | 3,808.00 | 99,008.00 | 49.98 | 3,998.40 | 103,958.40 | 52.48 | 4,198.40 | 109,158.40 | 55.10 | 4,408.00 | 114,608.00 | 57.86 | 4,628.80 | 120,348.80 |
| Strategic Initiatives Manager | 85.90 | 6,872.00 | 178,672.00 | Range 18 | | | | | | | | | 103.07 | 8,245.60 | 214,385.60 |
| Street Maintenance Worker I | 39.25 | 3,140.00 | 81,640.00 | 41.20 | 3,296.00 | 85,696.00 | 43.27 | 3,461.60 | 90,001.60 | 45.43 | 3,634.40 | 94,494.40 | 47.72 | 3,817.60 | 99,257.60 |
| Street Maintenance Worker II | 43.22 | 3,457.60 | 89,897.60 | 45.38 | 3,630.40 | 94,390.40 | 47.65 | 3,812.00 | 99,112.00 | 50.03 | 4,002.40 | 104,062.40 | 52.53 | 4,202.40 | 109,262.40 |
| Urban Forest Supervisor | 55.75 | 4,460.00 | 115,960.00 | 58.54 | 4,683.20 | 121,763.20 | 61.47 | 4,917.60 | 127,857.60 | 64.54 | 5,163.20 | 134,243.20 | 67.78 | 5,422.40 | 140,982.40 |
| Vehicle Abatement Officer | 34.29 | 2,743.20 | 71,323.20 | 35.99 | 2,879.20 | 74,859.20 | 37.80 | 3,024.00 | 78,624.00 | 39.70 | 3,176.00 | 82,576.00 | 41.67 | 3,333.60 | 86,673.60 |

# STAFF REPORT

Item F. 1.

| | |
|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Brittney Frye, Human Resources Director |
| **SUBJECT** | Adopt a resolution approving an amendment to the Compensation and Benefit Plan for Management, Supervisory, and Professional Employees updating the executive compensation for the Police Chief by incorporation of General Leave and retirement formula provisions |

## SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the Compensation and Benefit Plan for Management, Supervisory, and Professional Employees (Plan) to: (1) incorporate General Leave provisions consistent with the Newark Police Management Association (NPMA) Memorandum of Understanding (MOU) and applicable to the Police Chief classification; (2) add detail to special pays that are already listed in the Plan; and (3) confirm the CalPERS retirement formulas applicable to sworn employees, which had not been previously included in the Plan.

## BACKGROUND

City Council adopted the Compensation and Benefit Plan for Management, Supervisory, and Professional Employees (Plan) effective July 1, 2025, to establish salary and benefit provisions for management, supervisory, and professional staff. At the time of adoption, negotiations with the Newark Police Management Association (NPMA) were not yet finalized, and as a result, the General Leave provisions applicable to the Police Chief and contained in the NPMA Memorandum of Understanding (MOU) were not incorporated into the Plan.

Additionally, while the City has long provided retirement benefits through CalPERS, the specific formulas applicable to sworn Classic Members and PEPRA Members were not previously included in the Plan. This amendment corrects that omission by incorporating the retirement provisions already in effect. While making this change, staff also noticed a list of benefits applicable to the Police Chief including longevity pay, uniform allowance, and education incentive pay, referencing the NPMA MOU for further details. To be clear and transparent about all benefits the Police Chief receives, the amendment includes a full description of these benefits, rather than solely a reference.

Following the conclusion of negotiations and the adoption of the NPMA MOU on July

24, 2025, staff identified the need to update the Police Chief's benefits so that they reflect all relevant provisions.

## DISCUSSION/ANALYSIS

The proposed action amends Section II.A and Attachment B Sections III.B. and VI; and adds Attachment C of the Plan to incorporate all provisions from the NPMA MOU into the Police Chief's compensation and benefits package. Amendments are attached in redline. This update is consistent with the intent of the Plan, which provides that certain benefits for the Police Chief are to align with NPMA, and ensures uniformity across police management.

The proposed action also amends Section VI of the Plan to confirm the CalPERS retirement formulas applicable to sworn Classic and PEPRA members, as follows:

1. Classic Members: 3% @ 50 with single-year highest compensation, military service credit, indexed level 1959 survivor benefits, a 9% employee contribution, plus up to 4% additional contribution based on the employer rate formula, for a total of 13% pre-tax contribution. Classic Members also contribute additional amounts if the employer rate exceeds 17%, up to a maximum of 25%.
2. PEPRA Members: 2.7% @ 57 in accordance with the Public Employees' Pension Reform Act of 2013. PEPRA members contribute half the normal cost plus an additional 1.5%, unless eliminated by CalPERS contract amendment.

These amendments are administrative and clarifying in nature and do not provide benefits beyond those already established through City Council's previously provided authority.

Typically this item would appear as a consent item calendar. However, Senate Bill (SB) 1436, requires that actions related to compensation involving department heads or other local agency executives include an oral report prior to action. As a result, staff will give a brief oral report on this item to the City Council.

## FISCAL IMPACT

The fiscal impact of this action is approximately $14,000 and is within the authority previously provided by City Council.

## REVIEW AND APPROVAL

Prepared by - Brittney Frye, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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**Attachments**

Resolution - Compensation and Benefit Plan Amendment

Redlined Compensation and Benefit Plan

Revised Compensation and Benefit Plan

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE COMPENSATION AND BENEFIT PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEES UPDATING THE EXECUTIVE COMPENSATION FOR THE POLICE CHIEF TO INCORPORATE GENERAL LEAVE AND RETIREMENT FORMULA PROVISIONS

WHEREAS, the City Council adopted the Compensation and Benefits Plan for Management, Supervisory, and Professional Employees (Plan) to establish salary and benefit provisions for management, supervisory, and professional staff; and

WHEREAS, at the time of adoption, negotiations with the Newark Police Management Association (NPMA) were not yet finalized, and the General Leave provisions applicable to the Police Chief and contained in the NPMA Memorandum of Understanding (MOU), were therefore not incorporated into the Plan for the Police Chief classification; and

WHEREAS, the NPMA MOU has since been ratified, and the City Council wishes to update the Plan to include those General Leave provisions for the Police Chief; and

WHEREAS, it is recommended that other provisions in the NPMA MOU applicable to the Police Chief are stated in greater detail to ensure accuracy and transparency; and

WHEREAS, the City has long provided retirement benefits through the California Public Employees' Retirement System (CalPERS), including the 3% @ 50 formula for sworn Classic Members and the 2.7% @ 57 formula for sworn PEPRA Members; and

WHEREAS, the specific CalPERS retirement formulas applicable to sworn employees were not previously included in the Plan, and the City Council wishes to incorporate these provisions for clarity and consistency; and

WHEREAS, pursuant to Senate Bill (SB) 1436, proposed changes to executive compensation must be discussed in an open and public meeting, with the details orally disclosed prior to Council action.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and authorizes an amendment to the Compensation and Benefit Plan for Management, Supervisory, and Professional Employees, to: (1) incorporate the General Leave provisions outlined in the NPMA MOU into the Police Chief's benefits; (2) add detail to special pays that are already listed in the Plan; and (3) confirm the CalPERS retirement formulas applicable to sworn Classic and PEPRA members.

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

**EXHIBIT A**

# CITY OF NEWARK

# COMPENSATION AND BENEFIT PLAN

# FOR THE

# MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

**JULY 1, 2025 THROUGH JUNE 30, 2028**

**Adopted: June 26, 2025**

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**COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP**

## I. TERM

This plan shall be in effect from July 1, 2025 through June 30, 2028.

## II. SALARY INCREASE

The classifications listed below of management, supervisory, and professional personnel shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A attached hereto and incorporated herein by this reference.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Assistant to the City Manager
Assistant City Manager
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Assistant Planner
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
City Clerk
City Engineer
Communications and Public Engagement Manager
Community Development Director (Dept. Head)*
Community Preservation Manager
Crime Analyst
Deputy Community Development Director
Deputy Economic Development Director
Deputy Finance Director
Environmental Services Manager
Facilities Supervisor
Finance Director (Dept. Head)*
Housing Policies and Programs Manager
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer-Civil
Maintenance Superintendent
Maintenance Supervisor
Management Analyst I/II
Plan Check Engineer

Planning Manager
Police Chief (Dept. Head)*
Principal Civil Engineer
Principal Planner
Public Works Director (Dept. Head)*
Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor I/II
Senior Accountant
Senior Civil Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Senior Recreation Supervisor
Strategic Initiatives Manager
Urban Forest Supervisor

*The Newark Executive Management Team, including all department heads and the Assistant City Manager are at-will positions.

Effective July 1, 2025, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased four percent (4.0%). All regular management, supervisory, and professional employees shall receive a four percent (4.0%) salary increase.

Effective July 1, 2026, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Effective July 1, 2027, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Executive Management Team shall include the City Manager, the Assistant City Manager, the City Attorney and those classifications designated as Department Heads.

A. Police Chief Compensation: The Police Chief is not eligible to receive the salary increases outlined in Section II above and instead shall receive salary increases in Section II (B). The Police Chief will receive all benefits within this Compensation and Benefits Plan with the exception of benefits where the classification is expressly excluded. The Police Chief shall also receive all benefits outlined in Attachment C, Police Chief Benefits. ~~Longevity Pay, Uniform Allowance, General Leave Conversion to Pay, and Education Incentive Pay consistent with the Newark Police Management Association (NPMA) Memorandum of Understanding.~~

B. Effective July 1, 2025, the total compensation salary range for Police Chief shall be increased seven percent (7%).

Effective July 1, 2026, the total compensation salary range for Police Chief shall be increased by five percent (5%).

Effective July 1, 2027, the total compensation salary range for Police Chief shall be increased by five percent (5%).

## III. HOURS OF WORK

A. Full-time management, supervisory, and professional employees work forty (40) hours per week and as necessary. The Nine/Eighty (9/80) is the standard work schedule that equates to forty (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one (1) day of eight (8) hours in one (1) week (forty-four (44) hours) and then nine (9) hours per day for four (4) days in the next week thirty-six (36) hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. the salary advance is submitted to payroll by June 1 preceding the furlough,

2. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. payments begin no earlier than July 1 of the impacted calendar year, and

4. the repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the nine/eighty (9/80) work schedule will be subject to the approval of the City Manager.

## IV. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater, while acting in a higher classification when assigned and prescribed by the City Manager. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

## V. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of their earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of their earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in the Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the one hundred dollar ($100.00) monthly Health and Welfare Allowance. The one hundred dollar ($100.00) monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code (IRC).

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the IRC of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from the gross income of the employee under the provisions of the IRC.

## VI. **RETIREMENT BENEFITS**

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as two and one-half percent at fifty-five (2.5% at 55) together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the eight percent (8%) employee rate for

the two and one-half percent at fifty-five formula (2.5% at 55) plus continue to pay up to three and four hundred sixty-eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty-eight thousandths percent (11.468%).

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) retirement formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%). In the event that the employer rate exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the term of the agreement, if the rate over ten percent (10.00%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (10.00%) will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to ten percent (10.00%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases three percent (3.0%), each non-sworn Classic member would contribute half of the three percent (3.00%) increase , one and one-half percent (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.50%). If the rate decreased by three percent (3.0%), the non-sworn Classic member would no longer contribute the additional one and one- half percent (1.50%)of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall continue to provide to all sworn Classic employees a retirement formula known as three percent at fifty (3% at 50) together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic employees continue to pay the nine percent (9%) employee rate for the three percent at fifty (3% at 50) retirement formula plus continue to pay up to four percent (4%) of an additional contribution in accordance with the following formula for a current total pre-tax contribution of thirteen percent (13%).

Sworn Classic employees will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula exceeds seventeen percent (17%) to a maximum of twenty-five percent (25%). In the event that the employer rate

exceeds twenty-five percent (25%), the City shall be responsible for any increase above twenty-five percent (25%). In subsequent years, if the rate over seventeen percent (17%) decreases, the sworn Classic employees matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below seventeen percent (17%) will not be shared with sworn Classic employees under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula increased from seventeen percent (17%) to twenty percent (20%) effective July 1, 2026, the sworn Classic members' rate would increase from nine percent (9%) to ten and one-half percent (10.5%).

The City would then be responsible for the matching one and one-half percent (1.5%). If the rate decreased from twenty percent (20%) to eighteen percent (18%), the sworn Classic members' rate would decrease by one percent (1%). The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

~~C.~~D. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as two percent at sixty-two (2% at 62) in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).

E. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as two and seven tenths percent at fifty-seven (2.7% at 57) in accordance

with the Public Employees' Pension Reform Act of 2013.

Sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two and seven tenths percent at fifty-seven (2.7% at 57) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, sworn PEPRA Members currently pay an additional contribution of one and one-half percent (1.5%) of the employee rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the one and one-half percent (1.5%) contribution the City agrees to amend its contract for sworn PEPRA Members accordingly

~~D.~~F. The City shall provide the one (1) year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three (3) year average compensation requirement to PEPRA members as defined above.

## VII. **HEALTH AND WELFARE PROGRAMS**

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section C

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the IRC. The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City- administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

C. Cash-in-Lieu and Cafeteria Plan Cash Back

Regular full-time employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) cash-in-lieu of benefits, which includes the PEMCHA minimum per section VII.A above.

Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan cash back will be paid to the employee in taxable compensation.

For Regular Part-Time employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00). For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

Regular full time employees in the Management, Supervisory, and Professional Employee Group, shall receive an allowance of up to one hundred dollars ($100.00) per month intended to be used towards the cost of health care premiums, long-term disability premiums, short-term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses.

Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their one hundred dollars ($100.00) monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hours employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hours employees.

This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employees must serve fifty percent (50%) of the working days in the month.

## VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of fifty thousand dollars ($50,000.00) to each management, supervisory, and professional employee.
Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

## IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job, or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
   a. Employee will maintain employment with the City of Newark for a period of five (5) years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five (5) year employment period, employee warrants that they will reimburse to the City all money paid (up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first (1st) year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second (2nd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third (3rd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth (4th) year after completion of the last class taken under the Educational Reimbursement Plan.

      v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth (5th) year after completion of the last class taken under the Educational Reimbursement Plan.

      vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

## X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of four hundred dollars ($400.00) per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of two hundred (200) miles per month.

C. Executive management employees shall receive a vehicle allowance in the amount of four hundred dollars ($400.00) per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of two hundred (200) miles per month.

## XI. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

## XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

## XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

## XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

## XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

## XVI. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, registered domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in- law, sibling-in-law, , child-in-law, of an employee. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's

spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve-month period.

Regular part-time employees shall be eligible for prorated Bereavement and Reproductive Loss Leave as described in Section XII and listed below:

| Work Schedule | Prorated Bereavement Leave |
|---|---|
| 30-35 work hours | up to a maximum of 30-35 hours |
| 20-25 work hours | up to a maximum of 20-25 hours |

## XVII. **HOLIDAYS**

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time management, supervisory, and professional employees:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year.

Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

| Work Schedule | Holiday Pay |
|---|---|
| 30-35 work hours | 6-7 hours per holiday |
| 20-25 work hours | 4-5 hours per holiday |

## ATTACHMENT A

## MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, and professional, classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested.
Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

## III. BASIC PLAN ELEMENTS

A. Structure:

**Management Classifications:** The Management, Supervisory, and Professional Employee Group Pay Plan for management positions consists of thirty (30) salary ranges which provide an approximate spread of twenty percent (20%) between the minimum and maximum amounts and a differential of approximately five percent (5%) between the maximum of the ranges descending from the maximum amount established for Range No. thirty (30).

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five percent (5%) differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one (1) merit increase per twelve (12) month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve (12) month period, but not more than once each six (6) month period may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six (6) month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten percent (10%) per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

## ATTACHMENT B

## GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part- time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

| Years of Completed Service | RFT Leave Accrual |
|---|---|
| 1 through 9 | 184 hours |
| 10 through 14 | 224 hours |
| 15 through 19 | 240 hours |
| 20 or more | 264 hours |

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth ($90^{th}$) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of seven and sixty-six hundredths (7.66) working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

| Years of Completed Service | Maximum Accrual |
|---|---|
| 1 through 9 | 368 hours |
| 10 through 14 | 448 hours |
| 15 through 19 | 480 hours |
| 20 or more | 528 hours |

F. Regular Part-Time Employees

Beginning on the ninetieth ($90^{th}$) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

| Years of Complete Completed Service | 20-25 hour Leave Accrual | 30-35 hour Leave Accrual |
|---|---|---|
| 1 through 9 | 92-115 hours | 138-161 hours |
| 10 through 14 | 112-140 hours | 168-196 hours |
| 15 through 19 | 120-150 hours | 180-210 hours |
| 20 or more | 132-165 hours | 198-231 hours |

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

| Years of Completed Service | 20-25 hour Maximum Accrual | 30-35 hour Maximum Accrual |
|---|---|---|
| 1 through 9 | 184-230 hours | 276-322 hours |
| 10 through 14 | 224-280 hours | 336-392 hours |
| 15 through 19 | 240-300 hours | 360-420 hours |
| 20 or more | 264-330 hours | 396-462 hours |

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Effective August 2, 2025, the Police Chief will be excluded from the Rollover Leave Bank. When the Police Chief reaches the maximum amount of General Leave credits listed in Section III(E) they will cease earning General Leave credits. Any General Leave Credits remaining in the Police Chief Rollover Leave Bank on August 2, 2025 will be cashed out.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

## IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

## V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

~~A.~~ General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall

require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due

regard for the wishes of the employee and particular regard for the needs of the City.

~~B.~~A. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

~~C.~~B. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an ~~–~~unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

~~D.~~C. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

~~E.~~D. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head and Human Resources Director or designees based upon medical information supplied by the employee's physician and/or the City's physician.

~~F.~~E. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

~~G.~~F. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

~~H.~~G. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

~~I.~~H. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive workdays for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

## VI. GENERAL LEAVE CONVERSION TO PAY

Section VI. General Leave Conversion to Pay does not apply to the Police Chief. Police Chief General Leave Conversion to Pay benefits are outlined in Attachment C. Police Chief Benefits.

By December 1 of each calendar year, eligible employees who want to cash out general leave in the following calendar year, shall make an irrevocable election for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty(50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used

at least one-half of the vacation time accrued during the twelve (12) month period preceding December.

- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of buy-back.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, the amount of hours they want to buy-back. The employee must have used a minimum of fifty percent (50%) of their accrued general leave between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2026. The buy-back will be paid out in the last full pay period of December 2026.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

## VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

## VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

# ATTACHMENT C

# POLICE CHIEF BENEFITS

## A. LONGEVITY PAY

Regular full-time employees in the classifications of Police Chief are eligible for longevity pay as follows:

Upon commencement of ten (10) years of service – two and one-half percent (2.5%) salary increase.

Upon commencement of fifteen (15) years of service – five percent (5.0%) salary increase.

Upon commencement of twenty (20) years of service – seven and one-half percent (7.5%) salary increase.

Longevity pay is computed on base compensation only. The maximum longevity pay premium is seven and one-half percent (7.5%) of salary for eligible employees.

For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and

- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation or other protected leaves per state or federal law.

## B. UNIFORM ALLOWANCE

The Police Chief shall receive a uniform maintenance allowance of one hundred dollars ($100.00) per month

## C. EDUCATION INCENTIVE PAY

The Police Chief is eligible for the following education incentive pay:

Eligible employees meeting the below listed education requirements will receive an additional five percent (5%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:
    - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Course

**Eligible employees meeting the below listed education requirements will receive an additional seven percent (7%) above base salary:**

- **Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:**
    - **CA POST Management Course**

**Eligible employees meeting the below listed education requirements will receive an additional ten percent (10%) above base salary:**

- **Bachelor's Degree, in conjunction with the successful completion of one (1) of the following additional educational programs:**
    - **FBI National Academy**
    - **CA POST Command College**
    - **Master's Degree, Juris Doctorate or PhD**
    - **Police Executive Research Forum Senior Management Institute for Police**
    - **California Police Chief's Association Executive Leadership Institute at Drucker**

**The City Manager may add equivalent programs to these lists as appropriate.**

The Police Chief **may only receive compensation for one (1) Education Incentive Program category. The maximum education incentive pay premium is ten percent (10%) above base salary.**

D. GENERAL LEAVE CONVERSION TO PAY

**Buy-Back:** The Police Chief may **request to receive pay, or elect equivalent deferral into one of the City sponsored deferred compensation plans within IRS limitations, for up to a total of one hundred sixty (160) hours of General Leave per calendar year [one hundred twenty to one hundred forty (120-140) hours for thirty to**

**thirty-five (30-35) hour employees; eighty to hundred (80-100) hours for twenty to twenty-five (20-25) hour employees] in hourly increments at the current hourly salary rate.**

**By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year to be paid the first pay period each October, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:**

- **Must have a minimum of ten (10) days [eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.**

- **Must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.**

**The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.**

**EXHIBIT A**

# CITY OF NEWARK

# COMPENSATION AND BENEFIT PLAN

# FOR THE

# MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

**JULY 1, 2025 THROUGH JUNE 30, 2028**

**Adopted: June 26, 2025**

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**COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP**

## I. TERM

This plan shall be in effect from July 1, 2025 through June 30, 2028.

## II. SALARY INCREASE

The classifications listed below of management, supervisory, and professional personnel shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A attached hereto and incorporated herein by this reference.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Assistant to the City Manager
Assistant City Manager
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Assistant Planner
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
City Clerk
City Engineer
Communications and Public Engagement Manager
Community Development Director (Dept. Head)*
Community Preservation Manager
Crime Analyst
Deputy Community Development Director
Deputy Economic Development Director
Deputy Finance Director
Environmental Services Manager
Facilities Supervisor
Finance Director (Dept. Head)*
Housing Policies and Programs Manager
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer-Civil
Maintenance Superintendent
Maintenance Supervisor
Management Analyst I/II
Plan Check Engineer

Planning Manager
Police Chief (Dept. Head)*
Principal Civil Engineer
Principal Planner
Public Works Director (Dept. Head)*
Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor I/II
Senior Accountant
Senior Civil Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Senior Recreation Supervisor
Strategic Initiatives Manager
Urban Forest Supervisor

*The Newark Executive Management Team, including all department heads and the Assistant City Manager are at-will positions.

Effective July 1, 2025, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased four percent (4.0%). All regular management, supervisory, and professional employees shall receive a four percent (4.0%) salary increase.

Effective July 1, 2026, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Effective July 1, 2027, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Executive Management Team shall include the City Manager, the Assistant City Manager, the City Attorney and those classifications designated as Department Heads.

A. Police Chief Compensation: The Police Chief is not eligible to receive the salary increases outlined in Section II above and instead shall receive salary increases in Section II (B). The Police Chief will receive all benefits within this Compensation and Benefits Plan with the exception of benefits where the classification is expressly excluded. The Police Chief shall also receive all benefits outlined in Attachment C, Police Chief Benefits.

B. Effective July 1, 2025, the total compensation salary range for Police Chief shall be increased seven percent (7%).

Effective July 1, 2026, the total compensation salary range for Police Chief shall

be increased by five percent (5%).

Effective July 1, 2027, the total compensation salary range for Police Chief shall be increased by five percent (5%).

## III. HOURS OF WORK

A. Full-time management, supervisory, and professional employees work forty (40) hours per week and as necessary. The Nine/Eighty (9/80) is the standard work schedule that equates to forty (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one (1) day of eight (8) hours in one (1) week (forty-four (44) hours) and then nine (9) hours per day for four (4) days in the next week thirty-six (36) hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. the salary advance is submitted to payroll by June 1 preceding the furlough,

2. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. payments begin no earlier than July 1 of the impacted calendar year, and

4. the repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the nine/eighty (9/80) work schedule will be subject to the approval of the City Manager.

## IV. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater, while acting in a higher classification when assigned and prescribed by the City Manager. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

## V. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of their earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of their earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in the Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the one hundred dollar ($100.00) monthly Health and Welfare Allowance. The one hundred dollar ($100.00) monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code (IRC).

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the IRC of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from the gross income of the employee under the provisions of the IRC.

## VI. **RETIREMENT BENEFITS**

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as two and one-half percent at fifty-five (2.5% at 55) together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the eight percent (8%) employee rate for

the two and one-half percent at fifty-five formula (2.5% at 55) plus continue to pay up to three and four hundred sixty-eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty-eight thousandths percent (11.468%).

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) retirement formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%). In the event that the employer rate exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the term of the agreement, if the rate over ten percent (10.00%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (10.00%) will not be shared under the above formula.

The following is for illustrative purposes only:

> If the CalPERS Miscellaneous Plan employer actuarial rate increases to ten percent (10.00%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases three percent (3.0%), each non-sworn Classic member would contribute half of the three percent (3.00%) increase , one and one-half percent (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.50%). If the rate decreased by three percent (3.0%), the non-sworn Classic member would no longer contribute the additional one and one- half percent (1.50%)of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall continue to provide to all sworn Classic employees a retirement formula known as three percent at fifty (3% at 50) together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic employees continue to pay the nine percent (9%) employee rate for the three percent at fifty (3% at 50) retirement formula plus continue to pay up to four percent (4%) of an additional contribution in accordance with the following formula for a current total pre-tax contribution of thirteen percent (13%).

Sworn Classic employees will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula exceeds seventeen percent (17%) to a maximum of twenty-five percent (25%). In the event that the employer rate exceeds twenty-five percent (25%), the City shall be responsible for any increase

above twenty-five percent (25%). In subsequent years, if the rate over seventeen percent (17%) decreases, the sworn Classic employees matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below seventeen percent (17%) will not be shared with sworn Classic employees under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula increased from seventeen percent (17%) to twenty percent (20%) effective July 1, 2026, the sworn Classic members' rate would increase from nine percent (9%) to ten and one-half percent (10.5%).

The City would then be responsible for the matching one and one-half percent (1.5%). If the rate decreased from twenty percent (20%) to eighteen percent (18%), the sworn Classic members' rate would decrease by one percent (1%). The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

D. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as two percent at sixty-two (2% at 62) in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).

E. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as two and seven tenths percent at fifty-seven (2.7% at 57) in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two and seven tenths percent at fifty-seven (2.7% at 57) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, sworn PEPRA Members currently pay an additional contribution of one and one-half percent (1.5%) of the employee rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the one and one-half percent (1.5%) contribution the City agrees to amend its contract for sworn PEPRA Members accordingly

F. The City shall provide the one (1) year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three (3) year average compensation requirement to PEPRA members as defined above.

## VII. **HEALTH AND WELFARE PROGRAMS**

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section C

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the IRC. The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City- administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

C. Cash-in-Lieu and Cafeteria Plan Cash Back

Regular full-time employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) cash-in-lieu of benefits, which includes the PEMCHA minimum per section VII.A above.

Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan cash back will be paid to the employee in taxable compensation.

For Regular Part-Time employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00). For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

Regular full time employees in the Management, Supervisory, and Professional Employee Group, shall receive an allowance of up to one hundred dollars ($100.00) per month intended to be used towards the cost of health care premiums, long-term disability premiums, short-term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses.

Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their one hundred dollars ($100.00) monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hours employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hours employees.

This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employees must serve fifty percent (50%) of the working days in the month.

## VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of fifty thousand dollars ($50,000.00) to each management, supervisory, and professional employee.
Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

## IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job, or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
   a. Employee will maintain employment with the City of Newark for a period of five (5) years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five (5) year employment period, employee warrants that they will reimburse to the City all money paid (up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first (1st) year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second (2nd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third (3rd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth (4th) year after completion of the last class taken under the Educational Reimbursement Plan.

      v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth (5th) year after completion of the last class taken under the Educational Reimbursement Plan.

      vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

## X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of four hundred dollars ($400.00) per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of two hundred (200) miles per month.

C. Executive management employees shall receive a vehicle allowance in the amount of four hundred dollars ($400.00) per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of two hundred (200) miles per month.

## XI. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

## XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

## XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

## XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

## XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

## XVI. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, registered domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in- law, sibling-in-law, , child-in-law, of an employee. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's

spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve-month period.

Regular part-time employees shall be eligible for prorated Bereavement and Reproductive Loss Leave as described in Section XII and listed below:

| Work Schedule | Prorated Bereavement Leave |
|---|---|
| 30-35 work hours | up to a maximum of 30-35 hours |
| 20-25 work hours | up to a maximum of 20-25 hours |

## XVII. **HOLIDAYS**

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time management, supervisory, and professional employees:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year.

Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

| Work Schedule | Holiday Pay |
|---|---|
| 30-35 work hours | 6-7 hours per holiday |
| 20-25 work hours | 4-5 hours per holiday |

## ATTACHMENT A

## MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, and professional, classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested.
Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

## III. BASIC PLAN ELEMENTS

A. Structure:

**Management Classifications:** The Management, Supervisory, and Professional Employee Group Pay Plan for management positions consists of thirty (30) salary ranges which provide an approximate spread of twenty percent (20%) between the minimum and maximum amounts and a differential of approximately five percent (5%) between the maximum of the ranges descending from the maximum amount established for Range No. thirty (30).

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five percent (5%) differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one (1) merit increase per twelve (12) month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve (12) month period, but not more than once each six (6) month period may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six (6) month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten percent (10%) per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

## ATTACHMENT B

## GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part- time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

| Years of Completed Service | RFT Leave Accrual |
|---|---|
| 1 through 9 | 184 hours |
| 10 through 14 | 224 hours |
| 15 through 19 | 240 hours |
| 20 or more | 264 hours |

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth ($90^{th}$) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of seven and sixty-six hundredths (7.66) working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

| Years of Completed Service | Maximum Accrual |
|---|---|
| 1 through 9 | 368 hours |
| 10 through 14 | 448 hours |
| 15 through 19 | 480 hours |
| 20 or more | 528 hours |

F. Regular Part-Time Employees

Beginning on the ninetieth ($90^{th}$) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

| Years of Complete Completed Service | 20-25 hour Leave Accrual | 30-35 hour Leave Accrual |
|---|---|---|
| 1 through 9 | 92-115 hours | 138-161 hours |
| 10 through 14 | 112-140 hours | 168-196 hours |
| 15 through 19 | 120-150 hours | 180-210 hours |
| 20 or more | 132-165 hours | 198-231 hours |

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

| Years of Completed Service | 20-25 hour Maximum Accrual | 30-35 hour Maximum Accrual |
|---|---|---|
| 1 through 9 | 184-230 hours | 276-322 hours |
| 10 through 14 | 224-280 hours | 336-392 hours |
| 15 through 19 | 240-300 hours | 360-420 hours |
| 20 or more | 264-330 hours | 396-462 hours |

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Effective August 2, 2025, the Police Chief will be excluded from the Rollover Leave Bank. When the Police Chief reaches the maximum amount of General Leave credits listed in Section III(E) they will cease earning General Leave credits. Any General Leave Credits remaining in the Police Chief Rollover Leave Bank on August 2, 2025 will be cashed out.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

## IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

## V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior

approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

A. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

B. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

C. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

D. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head and Human Resources Director or designees based upon medical information supplied by the employee's physician and/or the City's physician.

E. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

F. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

G. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

H. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive workdays for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

## VI. GENERAL LEAVE CONVERSION TO PAY

Section VI. General Leave Conversion to Pay does not apply to the Police Chief. Police Chief General Leave Conversion to Pay benefits are outlined in Attachment C. Police Chief Benefits.

By December 1 of each calendar year, eligible employees who want to cash out general leave in the following calendar year, shall make an irrevocable election for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty(50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used

at least one-half of the vacation time accrued during the twelve (12) month period preceding December.

- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of buy-back.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, the amount of hours they want to buy-back. The employee must have used a minimum of fifty percent (50%) of their accrued general leave between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2026. The buy-back will be paid out in the last full pay period of December 2026.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

## VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

## VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

## ATTACHMENT C

## POLICE CHIEF BENEFITS

A. LONGEVITY PAY

Regular full-time employees in the classifications of Police Chief are eligible for longevity pay as follows:

Upon commencement of ten (10) years of service – two and one-half percent (2.5%) salary increase.

Upon commencement of fifteen (15) years of service – five percent (5.0%) salary increase.

Upon commencement of twenty (20) years of service – seven and one-half percent (7.5%) salary increase.

Longevity pay is computed on base compensation only. The maximum longevity pay premium is seven and one-half percent (7.5%) of salary for eligible employees.

For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and

- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation or other protected leaves per state or federal law.

B. UNIFORM ALLOWANCE

The Police Chief shall receive a uniform maintenance allowance of one hundred dollars ($100.00) per month

C. EDUCATION INCENTIVE PAY

The Police Chief is eligible for the following education incentive pay:

Eligible employees meeting the below listed education requirements will receive an additional five percent (5%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:

    - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Course

Eligible employees meeting the below listed education requirements will receive an additional seven percent (7%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:

    - CA POST Management Course

Eligible employees meeting the below listed education requirements will receive an additional ten percent (10%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one (1) of the following additional educational programs:

    - FBI National Academy

    - CA POST Command College

    - Master's Degree, Juris Doctorate or PhD

    - Police Executive Research Forum Senior Management Institute for Police

    - California Police Chief's Association Executive Leadership Institute at Drucker

The City Manager may add equivalent programs to these lists as appropriate.

The Police Chief may only receive compensation for one (1) Education Incentive Program category. The maximum education incentive pay premium is ten percent (10%) above base salary.

D. GENERAL LEAVE CONVERSION TO PAY

Buy-Back: The Police Chief may request to receive pay, or elect equivalent deferral into one of the City sponsored deferred compensation plans within IRS limitations, for up to a total of one hundred sixty (160) hours of General Leave per calendar year [one hundred twenty to one hundred forty (120-140) hours for thirty to thirty-five (30-35) hour employees; eighty to hundred (80-100) hours for twenty to twenty-five (20-25) hour employees] in hourly increments at the current hourly salary rate.

By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year to be paid the first pay period each October, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- Must have a minimum of ten (10) days [eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.

- Must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

# STAFF REPORT

Item I. 1.

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|---|---|
| **DATE** | 10/09/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Kathy Slafter, Deputy City Clerk |
| **SUBJECT** | Closed Session pursuant to Government Code Section 54957, Public Employee Performance Evaluation, Title: City Manager |