



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, February 26, 2026

7:00 P.M.

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

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming Lunar New Year
2. Urban Land Institute Technical Assistance Panel Presentation

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 February 12, 2026, City Council Minutes

3. Adopt a resolution ratifying the Fifth Amendment and approving the Sixth Amendment to the Contractual Services Agreement with Yosh Enterprises, Inc. dba Orion Security for security guard services, and amending the 2024–2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26.
4. Adopter a Resolution Accepting work with Villalobos & Associates, Inc. for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Ramps Project No. CIPA10001.FY2026

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Adopt a resolution authorizing the City Manager to execute a side letter agreement with Republic Services regarding credit to single-family account holders to resolve costs incurred due to service disruption
2. Community Preservation Update Informational Report

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

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 873 2465 7028 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 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@newarkca.gov at least two days prior to the meeting at City Clerk or 510-578-4266.

Certification of Meeting Notice and Agenda Posting

This notice and agenda were posted on the City's website and at the City Hall bulletin board located at 37101 Newark Boulevard, Newark, CA, at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act.

Mission Statement

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

Senior Staff Members

David J. Benoun
City Manager

Kristopher J. Kokotaylo
City Attorney

Edwin Miranda
CIO/Information Technology Director

Brittney Frye
Human Resources Director

Howard Young
Public Works Director

Ryan Nishimoto
ACFD Deputy Chief

Neetu Salwan
City Clerk

Lenka Hovorka
Assistant City Manager

Steven Turner
Community Development Director

Krysten Lee
Finance Director

Jonathan Arguello
Police Chief

Nicholas Cuevas
Recreation and Community Services Director

Roya Gonzalez
Strategic Initiatives Manager

Colleen Lettire
Communications and Public Engagement Manager



STAFF REPORT

Item B. 1.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM Kathy Slafter, Deputy City Clerk
SUBJECT Proclaiming Lunar New Year

Lunar New Year began Tuesday, February 17, 2026. A proclamation has been prepared.

Attachments

Proclamation 1964 Lunar Year

PROCLAMATION NO. 1964

PROCLAIMING LUNAR NEW YEAR

WHEREAS, Lunar New Year began Tuesday, February 17, 2026, as families around the world welcomed the Year of the Fire Horse; and

WHEREAS, Lunar New Year is an important cultural observance for many Asian communities and Americans of Asian heritage, including those of Chinese, Korean, Vietnamese, Tibetan, Mongolian, Singaporean, Malaysian, and Filipino descent; and

WHEREAS, Martial arts traditions reflect the spirit of renewal, discipline, and balance often associated with the Lunar New Year celebration; and

WHEREAS, since 2020, an Annual Lunar New Year celebration has been hosted in collaboration with the City of Newark, and the Newark Library, and local communities; and

WHEREAS, recognizing Lunar New Year promotes cultural understanding, mutual respect, and Newark's commitment to inclusion, diversity, and community connection; and

WHEREAS, the City of Newark is a welcoming community that has evolved over the years, now having the largest Asian American racial group according to recent Census data.

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim February 17, 2026, as the beginning of the

LUNAR NEW YEAR

in Newark and wish everyone celebrating the holiday a Happy Lunar New Year, good fortune, health, and happiness.

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 Twenty-sixth Day of February, Two Thousand Twenty-six.

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 2.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM Angela Tsui, Deputy Economic Development Director
SUBJECT Urban Land Institute Technical Assistance Panel Presentation

The City Council to receive a presentation from the Urban Land Institute Technical Assistance Panel regarding the Greater NewPark Mall area and Balentine Commercial Corridor.

As part of the City's efforts to strengthen its retail market, the City has engaged the Urban Land Institute (ULI) to conduct a Technical Assistance Panel (TAP) to provide input and recommendations to optimize the synergy between land use, economic development, market trends, and community compatibility for the Greater NewPark Mall area. The TAP is a two-day process: the first full day includes site tours and stakeholder meetings, and on day two the panelists develop their recommendations and present to City Council at a City Council meeting. The TAP will take place on February 25 and 26, 2026, with a presentation scheduled for the City Council meeting on February 26, 2026.

The findings to be presented by the ULI TAP committee are advisory and high-level in nature. The TAP process is designed to generate ideas and perspectives that can inform future City policy and business development and investment attraction efforts. A written report will follow in the coming weeks. Potential next steps could include incorporating ideas into future code updates and economic development initiatives and programs, subject to City Council direction.



STAFF REPORT

Item D. 1.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM
SUBJECT Approval of Audited Demands

Attachments

Audited Demands 01.29.26
Audited Demands 02.05.26

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 01/29/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	01/29/2026	15986 Accounts Payable	4LEAF INC		32,259.44
	Invoice	Date	Description	Check Sort Code	Amount
	J1118A66	01/20/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 12/25		32,259.44
Check	01/29/2026	15987 Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		266.22
	Invoice	Date	Description	Check Sort Code	Amount
	E0361110	01/05/2026	EMPLOYEE ASSISTANT PROGRAM (EAP) - FEBRUARY 2026		266.22
Check	01/29/2026	15988 Accounts Payable	TREASURER OF ALAMEDA COUNTY		1,427.00
	Invoice	Date	Description	Check Sort Code	Amount
	DEC 25	01/15/2026	CRIME LAB FEES DECEMBER 2025		1,427.00
Check	01/29/2026	15989 Accounts Payable	STALKER RADAR		2,800.00
	Invoice	Date	Description	Check Sort Code	Amount
	S325885	01/15/2026	STALKER LIDAR RLR - OTS GRANT		2,800.00
Check	01/29/2026	15990 Accounts Payable	ASCENT ENVIRONMENTAL, INC.		3,961.25
	Invoice	Date	Description	Check Sort Code	Amount
	20230149.01-20	12/12/2025	CLIMATE ACTION PLAN DEVELOPMENT 11/25		3,961.25
Check	01/29/2026	15991 Accounts Payable	BLUETRITON BRANDS INC		677.08
	Invoice	Date	Description	Check Sort Code	Amount
	06A8720042467	01/16/2026	WATER SERVICES 12/15/25-01/14/26		149.81
	05H8720042467	08/16/2025	WATER SERVICES 07/15-08/14/25		527.27
Check	01/29/2026	15992 Accounts Payable	BPR CONSULTING GROUP, INC		37,551.63
	Invoice	Date	Description	Check Sort Code	Amount
	3720	12/17/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 11/01-11/30/25		37,551.63
Check	01/29/2026	15993 Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 1.17.26	01/22/2026	GARNISH - 1/4/26-1/17/26 - CASE 20000002128365		1.38
Check	01/29/2026	15994 Accounts Payable	CELEBRATION PARTY EQUIPMENT RENTALS INC		1,097.40

	Invoice	Date	Description	Check Sort Code	Amount
	1268772	09/11/2025	TABLES AND CHAIRS FOR RESOURCE CENTER GRAND OPENING 1/29/26		1,097.40
Check	01/29/2026	15995	Accounts Payable	CENTRAL TOWING & TRANSPORT LLC	277.55
	Invoice	Date	Description	Check Sort Code	Amount
	9749445-1	12/29/2025	TOWING SVCS 12/29/25		147.55
	9721730-1	11/06/2025	TOWING SVCS 11/06/25		65.00
	9721877-1	11/06/2025	TOWING SVCS 11/06/25		65.00
Check	01/29/2026	15996	Accounts Payable	UNITED PACIFIC	30.80
	Invoice	Date	Description	Check Sort Code	Amount
	120125-123125	12/31/2025	CAR WASH 12/01-12/31/25		30.80
Check	01/29/2026	15997	Accounts Payable	CINTAS CORP	1,045.88
	Invoice	Date	Description	Check Sort Code	Amount
	9354444927	01/08/2026	RAIN JACKETS/PANTS		1,045.88
Check	01/29/2026	15998	Accounts Payable	OAKLAND POLICE DEPARTMENT	150.00
	Invoice	Date	Description	Check Sort Code	Amount
	0126-0129AM & CT	01/26/2026	CIT TRAINING-MEDINA & TORRES 01/26-01/29/26		150.00
Check	01/29/2026	15999	Accounts Payable	ALAMEDA COUNTY CLERK	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	PROJ1366	01/01/2026	NOTICE OF EXEMPTION HANDLING FEE - 1366 I880-OLIVE		50.00
Check	01/29/2026	16000	Accounts Payable	ALAMEDA COUNTY CLERK	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	PROJ1366-2	01/01/2026	NOTICE OF EXEMPTION HANDLING FEE - 1366 ASH-SPRUCE		50.00
Check	01/29/2026	16001	Accounts Payable	CSG CONSULTANTS, INC.	7,221.83
	Invoice	Date	Description	Check Sort Code	Amount
	B251829	01/05/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 12/01-12/31/25		7,221.83
Check	01/29/2026	16002	Accounts Payable	CSW I ST2	41,796.84
	Invoice	Date	Description	Check Sort Code	Amount
	2509045	09/26/2025	DESIGN SERVICES FOR OLD TOWN STREETScape IMPROVEMENTS 08/25		41,796.84
Check	01/29/2026	16003	Accounts Payable	DEPARTMENT OF JUSTICE	128.00
	Invoice	Date	Description	Check Sort Code	Amount
	015671	01/06/2026	FINGERPRINTING FEES - 12/25		128.00
Check	01/29/2026	16004	Accounts Payable	DOOLEY ENTERPRISES, INC.	1,760.39
	Invoice	Date	Description	Check Sort Code	Amount
	71160	01/06/2026	12GA. 9 PELLETS 00 BUCK		1,760.39
Check	01/29/2026	16005	Accounts Payable	EAST BAY LAWN MOWER	1,555.37
	Invoice	Date	Description	Check Sort Code	Amount
	42725	01/23/2026	TRIMMERS		350.68
	42731	01/23/2026	FLEET REBUILD AND REPLACEMENT OF PARTS 01/23/26		1,204.69
Check	01/29/2026	16006	Accounts Payable	ENVIRONMENTAL LOGISTICS	1,644.00

	Invoice	Date	Description	Check Sort Code	Amount
	131616	01/13/2026	HAZARDOUS WASTE REMOVAL 01/07/26		1,644.00
Check	01/29/2026	16007 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		51.41
	Invoice	Date	Description	Check Sort Code	Amount
	2069847264	01/07/2026	CREDIT BUREAU REPORT FEES - 1/7/26		51.41
Check	01/29/2026	16008 Accounts Payable	FAMA TECHNOLOGIES, INC		22.00
	Invoice	Date	Description	Check Sort Code	Amount
	9118	12/31/2025	SOCIAL MEDIA SCREENS 12/31/25		22.00
Check	01/29/2026	16009 Accounts Payable	FEHR & PEERS		3,220.88
	Invoice	Date	Description	Check Sort Code	Amount
	189925	10/13/2025	NEWARK ATP SERVICES 08/30-09/26/25		3,220.88
Check	01/29/2026	16010 Accounts Payable	FOUR SEASONS POOL SERVICE		1,579.30
	Invoice	Date	Description	Check Sort Code	Amount
	59605	11/12/2025	LAZY RIVER LIGHT INSTALLATION 11/12/25		1,579.30
Check	01/29/2026	16011 Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		295.00
	Invoice	Date	Description	Check Sort Code	Amount
	460430	01/21/2026	CATALYTIC CONVERTER SERVICE 01/21/26		295.00
Check	01/29/2026	16012 Accounts Payable	BRITTNEY FRYE		1,142.55
	Invoice	Date	Description	Check Sort Code	Amount
	REIMB-112025	12/15/2025	CALPELRA 2025 CONFERENCE 11/18-11/21/25		1,142.55
Check	01/29/2026	16013 Accounts Payable	GABRIEL GONZALES		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	012126EXP	01/21/2026	BOOT REIMBURSEMENT 01/21/26		350.00
Check	01/29/2026	16014 Accounts Payable	GOOD CITY COMPANY		37,598.50
	Invoice	Date	Description	Check Sort Code	Amount
	4517	11/30/2025	GENERAL PLANNING SERVICES - SVCS 11/01 - 11/30/25		18,843.00
	4542	12/31/2025	GENERAL PLANNING SERVICES - SVCS 12/01 - 12/31/25		18,755.50
Check	01/29/2026	16015 Accounts Payable	MARK GOTHARD		12,441.80
	Invoice	Date	Description	Check Sort Code	Amount
	090425120425	12/15/2025	KIDS SAFE KARATE/CHESS CLASSES/FITNESS CLASSES 09/04-12/04/25		12,441.80
Check	01/29/2026	16016 Accounts Payable	GRACIE GLOBAL LLC		1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-GST-35925225	01/13/2026	GST L1 - DUBLIN, CA (APRIL 13-17, 2026)-J. HERRERA		1,500.00
Check	01/29/2026	16017 Accounts Payable	HARRINGTON INDUSTRIAL PLASTICS LLC		206.86
	Invoice	Date	Description	Check Sort Code	Amount
	003V9698	01/08/2026	ELBOWS, COUPLINGS, PVC, & BUSHING		206.86
Check	01/29/2026	16018 Accounts Payable	YAMA HOMAYOUN		422.08
	Invoice	Date	Description	Check Sort Code	Amount
	0107-010826EXP	01/15/2026	DRONE AS FIRST RESPONDER-HOMAYOUN 01/07-01/08/26		422.08

Check	01/29/2026	16019 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		4,760.45
	Invoice	Date	Description	Check Sort Code	Amount
	905973545	01/15/2026	AGREEMENT 717-8255790-002 - JAN '26		227.48
	905937357	12/25/2025	AGREEMENT 717-8255790-003 - DEC '25		190.38
	905937356	12/25/2025	AGREEMENT 717-8255790-001 - JAN '26		4,342.59
Check	01/29/2026	16020 Accounts Payable	KIM TURNER		398.00
	Invoice	Date	Description	Check Sort Code	Amount
	7705	01/08/2026	DISPATCH LEGAL UPDATE - DEGUZMAN-QUINTERO 01/27/26		199.00
	7706	01/08/2026	ACTIVE SHOOTER SITUATIONS - DEGUZMAN-QUINTERO 02/04/26		199.00
Check	01/29/2026	16021 Accounts Payable	LPC SERVICES, INC.		4,633.00
	Invoice	Date	Description	Check Sort Code	Amount
	84678	01/09/2026	PEST SERVICES - FIRE STATION #3 102701 1/9/26		240.00
	84864	01/09/2026	PEST SERVICES - SANCTUARY PARK #117190 1/9/26		425.00
	84863	01/09/2026	PEST SERVICES - SANCTUARY PARK #117190 1/9/26		570.00
	84862	01/09/2026	PEST SERVICES - SILLIMAN PARK #117189 1/9/26		425.00
	84861	01/09/2026	PEST SERVICES - SILLIMAN PARK #117189 1/9/26		570.00
	84688	01/09/2026	PEST SERVICES - VIOLA BLYTHE #102704 1/9/26		260.00
	84859	01/09/2026	PEST SERVICES - ASH PARK #117187 1/9/26		285.00
	84566	01/09/2026	PEST SERVICES - SERVICE CENTER #102702 1/9/26		185.00
	84679	01/09/2026	PEST SERVICES - FIRE STATION #1 102707 1/9/26		275.00
	84772	01/09/2026	PEST SERVICES - CITY HALL #102699 1/9/26		267.00
	84819	01/09/2026	PEST SERVICES - LIBRARY #116524 1/9/26		175.00
	84860	01/09/2026	PEST SERVICES - BRIDGEPOINT PARK #117188 1/9/26		285.00
	84817	01/09/2026	PEST SERVICES - PD #104419 1/9/26		181.00
	84816	01/09/2026	PEST SERVICES - CITY HALL #102699 1/9/26		175.00
	84707	01/09/2026	PEST SERVICES - FIRE STATION #2 #102709 1/9/26		220.00
	84708	01/09/2026	PEST SERVICES - COMMUNITY CENTER #102700 1/9/26		95.00
Check	01/29/2026	16022 Accounts Payable	LYNN PEAVEY COMPANY		156.80
	Invoice	Date	Description	Check Sort Code	Amount
	423578	01/07/2026	BOX SK HANDGUN AND KNIFE		156.80
Check	01/29/2026	16023 Accounts Payable	MNS ENGINEERS INC		36,892.83
	Invoice	Date	Description	Check Sort Code	Amount
	91907	11/18/2025	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 10/25		36,892.83
Check	01/29/2026	16024 Accounts Payable	NETWORK CONTRACTING LLC		1,100.00
	Invoice	Date	Description	Check Sort Code	Amount
	5019	01/04/2026	NETWORK CONSULTING SERVICES 12/29-12/30/25		1,100.00
Check	01/29/2026	16025 Accounts Payable	AVENU INSIGHTS & ANALYTICS		1,300.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV06-022271	01/07/2026	ACFR - PRINCIPAL EMPLOYERS REPORT 12/25		1,300.00
Check	01/29/2026	16026 Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD		12,534.85
	Invoice	Date	Description	Check Sort Code	Amount
	123055511	01/21/2026	TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 01/26		12,534.85

Check	01/29/2026	16027	Accounts Payable	OTIS ELEVATOR COMPANY		3,801.72
	Invoice		Date	Description	Check Sort Code	Amount
	100402149757		11/17/2025	ELEVATOR MAINTENANCE 12/01/25-02/28/26		3,801.72
Check	01/29/2026	16028	Accounts Payable	PAKPOUR CONSULTING GROUP, INC.		10,337.78
	Invoice		Date	Description	Check Sort Code	Amount
	4902		01/07/2026	CENTRAL AVENUE OVERPASS PROJECT: 12/01/25-12/31/25		10,337.78
Check	01/29/2026	16029	Accounts Payable	PET BENEFIT SOLUTION		48.75
	Invoice		Date	Description	Check Sort Code	Amount
	236337		01/22/2026	TOTAL PET PLAN - JANUARY 2026 PREMIUMS		48.75
Check	01/29/2026	16030	Accounts Payable	PREFERRED ALLIANCE INC		1,960.00
	Invoice		Date	Description	Check Sort Code	Amount
	0208820-IN		12/22/2025	RANDOM & NON-RANDOM DRUG TESTING ANNUAL FEE		1,890.00
	0209314-IN		12/31/2025	NON-RANDOM DRUG TESTING - 12/25		70.00
Check	01/29/2026	16031	Accounts Payable	LINCOLN AQUATICS		385.18
	Invoice		Date	Description	Check Sort Code	Amount
	D8910345		01/14/2026	POOL SUPPLIES		385.18
Check	01/29/2026	16032	Accounts Payable	HYATT PLACE NEWARK/SILICON VALLEY		963.40
	Invoice		Date	Description	Check Sort Code	Amount
	INV ROOM NO 9005		02/05/2026	MEETING/EVENT SPACE RENTAL 02/05/26		963.40
Check	01/29/2026	16033	Accounts Payable	S.B.R.P.S.T.C.		895.71
	Invoice		Date	Description	Check Sort Code	Amount
	226258		01/07/2026	BASIC DISPATCH COURSE-C, TAYLOR 10/13-11/07/25		895.71
Check	01/29/2026	16034	Accounts Payable	STANDARD INSURANCE COMPANY		2,010.00
	Invoice		Date	Description	Check Sort Code	Amount
	BILLING-NOV 25		11/01/2025	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-11/1-11/30/25		1,002.00
	BILLING-DEC 25		12/01/2025	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-12/1-12/31/25		1,008.00
Check	01/29/2026	16035	Accounts Payable	THE TACTICAL ADVANTAGE POLICE SUPPLY		149.51
	Invoice		Date	Description	Check Sort Code	Amount
	8778		01/07/2026	GLOCK MAGAZINE		149.51
Check	01/29/2026	16036	Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS		37,869.77
	Invoice		Date	Description	Check Sort Code	Amount
	012226STMT		01/22/2026	CC PAYMENT 01/22/26		37,869.77
Check	01/29/2026	16037	Accounts Payable	VERIZON WIRELESS		11,910.49
	Invoice		Date	Description	Check Sort Code	Amount
	6133818542		01/18/2026	WIRELESS SERVICE 12/19/25-01/18/26		11,910.49
Check	01/29/2026	16038	Accounts Payable	VORTEX INDUSTRIES, LLC		5,488.80

	Invoice	Date	Description	Check Sort Code	Amount
	43-2216546	01/06/2026	LIBRARY DOOR INSTALLATION 01/05/26		5,488.80
Check	01/29/2026	16039 Accounts Payable	WASHINGTON HEALTH		200.00
	Invoice	Date	Description	Check Sort Code	Amount
	1225-NPD-LB	01/05/2026	LAB TESTS DECEMBER 2025		200.00
Check	01/29/2026	16040 Accounts Payable	WEST COAST ARBORISTS INC		16,220.80
	Invoice	Date	Description	Check Sort Code	Amount
	238889	01/15/2026	STREET TREE MAINTENANCE 01/01-01/15/26		16,220.80
Check	01/29/2026	16041 Accounts Payable	WHITEWATER WEST INDUSTRIES LTD		2,950.00
	Invoice	Date	Description	Check Sort Code	Amount
	PJIN-007097	12/16/2025	SILLIMAN AP INSPECTION 12/16/25		2,950.00
Check	01/29/2026	16042 Accounts Payable	ORION SECURITY		2,581.16
	Invoice	Date	Description	Check Sort Code	Amount
	135008	01/17/2026	UNARMED, UNIFORMED SECURITY GUARD 01/12/26-01/15/26		1,146.18
	134960	01/10/2026	UNARMED, UNIFORMED SECURITY GUARD 01/05/26-01/09/26		1,434.98
Check	01/29/2026	16043 Accounts Payable	DONATE , MARIA G		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	771380	01/26/2026	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
Check	01/29/2026	16044 Accounts Payable	THORSTEINSSON , CLAUDIA		40.00
	Invoice	Date	Description	Check Sort Code	Amount
	771425	01/26/2026	REFUND FOR SOCIAL HALL USE		40.00
EFT	01/29/2026	1861 Accounts Payable	AXERO HOLDINGS LLC	111000614 / 730296727	27,591.79
	Invoice	Date	Description	Check Sort Code	Amount
	871334	01/01/2026	CLOUD PREMIUM SOFTWARE 01/01/26-12/31/26		27,591.79
EFT	01/29/2026	1862 Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	25,370.81
	Invoice	Date	Description	Check Sort Code	Amount
	18053	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		6,012.20
	18055	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		385.00
	18056	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		8,602.00
	18058	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		4,691.00
	18059	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		2,905.00
	18060	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		1,435.00
	18062	11/30/2025	LEGAL SERVICES THROUGH NOVEMBER 30, 2025		240.61
	18052	11/30/2025	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 11/30/25		825.00
	18501	12/31/2025	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 12/31/25		275.00
EFT	01/29/2026	1863 Accounts Payable	STORMWIND LLC	122100024 / 168681860	3,450.00
	Invoice	Date	Description	Check Sort Code	Amount
	67385	01/09/2026	ENTERPRISE END USER - CITYWIDE TRAINING FY26		3,450.00

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 62

\$411,084.04

Checks:	59	\$354,671.44
EFTs:	3	\$56,412.60

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 02/05/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	02/05/2026	16045 Accounts Payable	AIR EXCHANGE INC		1,056.91
	Invoice	Date	Description	Check Sort Code	Amount
	91616472	01/15/2026	FIRE STATION 27 PLYMOVENT 01/15/26		214.97
	91616473	01/15/2026	FIRE STATION 28 PLYMOVENT 01/15/26		626.97
	91616471	01/15/2026	FIRE STATION 29 PLYMOVENT 01/15/26		214.97
Check	02/05/2026	16046 Accounts Payable	AIRGAS USA, LLC		222.88
	Invoice	Date	Description	Check Sort Code	Amount
	9168274186	01/12/2026	CD/AR 125 ENERGY CHARGE 01/12/26		222.88
Check	02/05/2026	16047 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		2,109.00
	Invoice	Date	Description	Check Sort Code	Amount
	0427-050826MF	01/29/2026	MOTOR INSTRUCTOR COURSE-FRENTESCU 04/27-05/08/26		2,109.00
Check	02/05/2026	16048 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		361.00
	Invoice	Date	Description	Check Sort Code	Amount
	0511-051526VB	01/29/2026	TRAFFIC COLLISION INVESTIGATION-BERLANGA 05/11-05/15/26		361.00
Check	02/05/2026	16049 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		68,471.24
	Invoice	Date	Description	Check Sort Code	Amount
	102425-010526	12/26/2025	ACWD CITYWIDE WATER 10/24/25-01/05/26		68,471.24
Check	02/05/2026	16050 Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		171.60
	Invoice	Date	Description	Check Sort Code	Amount
	1124114	01/14/2026	MOTORCYCLE WINDSHIELD		171.60
Check	02/05/2026	16051 Accounts Payable	ASCENT ENVIRONMENTAL, INC.		6,176.25
	Invoice	Date	Description	Check Sort Code	Amount
	20230149.01-21	01/15/2026	CLIMATE ACTION PLAN DEVELOPMENT 12/25		6,176.25
Check	02/05/2026	16052 Accounts Payable	BAILEY FENCE COMPANY INC		6,361.00
	Invoice	Date	Description	Check Sort Code	Amount
	87694	09/26/2025	COMMUNITY PARK ORNAMENTAL IRON INSTALL 09/26/25		6,361.00
Check	02/05/2026	16053 Accounts Payable	BAY CENTRAL PRINTING		102.49
	Invoice	Date	Description	Check Sort Code	Amount
	204711	01/12/2026	BUSINESS CARD IMPRINTING- B.SIMON		102.49

Check	02/05/2026	16054	Accounts Payable	BEHAVIOR ANALYSIS TRAINING		575.00
	Invoice		Date	Description	Check Sort Code	Amount
	0223-022726TD		01/29/2026	INVESTIGATION INTERVIEW & INTERROGATION-THOMAS 02/23-02/27/26		575.00
Check	02/05/2026	16055	Accounts Payable	CENTRAL TOWING & TRANSPORT LLC		115.00
	Invoice		Date	Description	Check Sort Code	Amount
	9742494-1		12/11/2025	TOWING SERVICES - 2019 FORD EXPLORER 12/11/25		65.00
	9747084-1		12/19/2025	TOWING SERVICES - 2020 CHEVY TAHOE 12/19/25		50.00
Check	02/05/2026	16056	Accounts Payable	FREMONT CHEVROLET		570.00
	Invoice		Date	Description	Check Sort Code	Amount
	1179157		01/13/2026	2020 CHEVY TAHOE SERVICE 01/08/26		285.00
	1179198		01/14/2026	2020 CHEVY TAHOE SERVICE 01/09/26		285.00
Check	02/05/2026	16057	Accounts Payable	CLEARGOV INC.		9,880.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025-18369		01/01/2026	CAPITAL PROJECT TRACKING 01/01/26-06/30/26		9,880.00
Check	02/05/2026	16058	Accounts Payable	COMCAST		1,190.53
	Invoice		Date	Description	Check Sort Code	Amount
	8821-022826		01/24/2026	TELEVISION & PUBLIC WIFI ACCESS 01/29-02/28/26		1,190.53
Check	02/05/2026	16059	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		2,314.78
	Invoice		Date	Description	Check Sort Code	Amount
	112-2512029		01/13/2026	AWS ACCESS FEE DECEMBER 2025		2,314.78
Check	02/05/2026	16060	Accounts Payable	CYRACOM INTERNATIONAL, INC		2.07
	Invoice		Date	Description	Check Sort Code	Amount
	SUMINV0833141225		12/31/2025	LANGUAGE TRANSLATION SERVICES - DEC '25		2.07
Check	02/05/2026	16061	Accounts Payable	THOMAS DALE		400.00
	Invoice		Date	Description	Check Sort Code	Amount
	070425EXP		01/27/2026	CELLHAWK CERTIFIED USER FEE REIMBURSEMENT		400.00
Check	02/05/2026	16062	Accounts Payable	JARVIS SHELL		9,862.49
	Invoice		Date	Description	Check Sort Code	Amount
	00007		01/21/2026	GASOLINE AND CAR WASH 11/05/25-01/20/26		9,862.49
Check	02/05/2026	16063	Accounts Payable	ENVIRONMENTAL LOGISTICS		726.00
	Invoice		Date	Description	Check Sort Code	Amount
	131660		01/23/2026	HAZARDOUS WASTE REMOVAL 01/15/26		726.00
Check	02/05/2026	16064	Accounts Payable	ETC INSTITUTE		4,187.50
	Invoice		Date	Description	Check Sort Code	Amount
	33986		11/15/2025	COMMUNITY SURVEY 2025 DRAFT AND FINAL SURVEY REPORT 11/25		4,187.50
Check	02/05/2026	16065	Accounts Payable	F. J. KENNEDY AND ASSOCIATES, INC		17,558.55
	Invoice		Date	Description	Check Sort Code	Amount
	25-221		01/08/2026	GRADING GRAND PARK DECEMBER 2025		2,548.00
	25-223		01/08/2026	HARVEST PLAN CHECK DECEMBER 2025		1,813.00
	25-168		10/05/2025	TRACT 8665 09/01-09/30/25		539.00

	25-184	11/03/2025	TRACT 8559 10/01-10/15/25		4,879.45
	25-203	12/10/2025	TRACT 8559 10/20-11/26/25		7,730.10
	25-222	01/08/2026	REVERSION TO ACREAGE 12/09/25		49.00
Check	02/05/2026	16066 Accounts Payable	FEDEX		10.95
	Invoice	Date	Description	Check Sort Code	Amount
	9-151-24123	01/23/2026	PACKAGE DELIVERY 1/19/26		10.95
Check	02/05/2026	16067 Accounts Payable	FREMONT FORD		604.38
	Invoice	Date	Description	Check Sort Code	Amount
	243574	01/06/2026	FLEET ELEMENT & GASKET KIT		65.18
	460408	01/26/2026	FORD SERVICE 2019 F-550 VEH 116 01/20/26		539.20
Check	02/05/2026	16068 Accounts Payable	GEOCON CONSULTANTS, INC.		85.00
	Invoice	Date	Description	Check Sort Code	Amount
	224130354	01/22/2025	ON-CALL MATERIAL TESTING SERVICES THRU 12/29/24		85.00
Check	02/05/2026	16069 Accounts Payable	HDL SOFTWARE, LLC		3,245.20
	Invoice	Date	Description	Check Sort Code	Amount
	SIN058417	12/31/2025	UUT SUPPORT / RETURNS - DEC 2025		3,245.20
Check	02/05/2026	16070 Accounts Payable	HELIX ENVIRONMENTAL PLANNING, INC.		771.25
	Invoice	Date	Description	Check Sort Code	Amount
	127332	03/30/2025	CEQA - AFFORD HSNQ THORNTON SAHA PROJECT - SVCS THRU 03/23/25		771.25
Check	02/05/2026	16071 Accounts Payable	ITERIS, INC.		12,378.00
	Invoice	Date	Description	Check Sort Code	Amount
	183590	08/26/2025	TRAFFIC SIGNAL INTERCONNECT PROJECT #1361 07/01-07/31/25		12,378.00
Check	02/05/2026	16072 Accounts Payable	JEFF'S MOBILE GLASS INC.		287.81
	Invoice	Date	Description	Check Sort Code	Amount
	IJMG-0108-86448	01/08/2026	GLASS DOOR SERVICE 01/08/26		287.81
Check	02/05/2026	16073 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		1,752.76
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1580156	01/16/2026	COPIER LEASE YEAR 4 OF 5 - OVERAGES 12/21/25-01/20/26		1,752.76
Check	02/05/2026	16074 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		5,035.01
	Invoice	Date	Description	Check Sort Code	Amount
	905989830	01/26/2026	AGREEMENT 717-8255790-001 - FEB '26		4,823.54
	905989831	01/26/2026	AGREEMENT 717-8255790-003 - JAN '26		211.47
Check	02/05/2026	16075 Accounts Payable	KNORR SYSTEMS INTERNATIONAL		1,570.32
	Invoice	Date	Description	Check Sort Code	Amount
	294976	01/16/2026	LAZY RIVER, ACTIVITY POOL, & LAP POOL SERVICE 12/23/25		1,570.32
Check	02/05/2026	16076 Accounts Payable	LOOMIS		339.93
	Invoice	Date	Description	Check Sort Code	Amount
	13909701	01/31/2026	ARMORED CAR SERVICE - 01/26		339.93
Check	02/05/2026	16077 Accounts Payable	LYNN PEAHEY COMPANY		114.65
	Invoice	Date	Description	Check Sort Code	Amount

	423848	01/16/2026	EVIDENCE SUPPLIES		114.65
Check	02/05/2026	16078	Accounts Payable	METROPOLITAN TRANSPORTATION COMMISSION	2,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	4926-AR13890	12/12/2025	STREETSaver ANNUAL SUBSCRIPTION 01/01-12/31/26		2,000.00
Check	02/05/2026	16079	Accounts Payable	BIG O TIRES #175	3,275.96
	Invoice	Date	Description	Check Sort Code	Amount
	005175-181976	01/21/2026	TIRE SERVICE - 2007 CHEVY TAHOE 01/21/26		3,275.96
Check	02/05/2026	16080	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY	200.00
	Invoice	Date	Description	Check Sort Code	Amount
	11057342	01/28/2026	FY 25/26 COBRA ADMINISTRATION FEES - 01/01/26 TO 01/31/26		200.00
Check	02/05/2026	16081	Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD	7,840.00
	Invoice	Date	Description	Check Sort Code	Amount
	123055510	01/15/2026	TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 12/25		7,337.50
	123095502	10/07/2025	SLURRY SEAL STREET LIST DEVELOPMENT FY26 09/25		502.50
Check	02/05/2026	16082	Accounts Payable	O'REILLY AUTO PARTS	1,357.70
	Invoice	Date	Description	Check Sort Code	Amount
	3464-166097	01/22/2026	FLEET BATTERY		255.75
	3464-163723	01/06/2026	FLEET BRAKE CLEANER		83.56
	3464-165000	01/15/2026	FLEET BATTERY		410.97
	3464-166913	01/27/2026	BATTERY & MOTOR OIL		366.13
	3464-167032	01/28/2026	TIRE SHINE & DETAILER		43.15
	3464-166753	01/26/2026	MOTOR OIL		154.83
	3464-167121	01/28/2026	2007 CHEVROLET TAHOE BRK REL CBL		30.35
	3464-166712	01/26/2026	SPRAY ADH		12.96
Check	02/05/2026	16083	Accounts Payable	PACIFIC GAS & ELECTRIC	16,696.41
	Invoice	Date	Description	Check Sort Code	Amount
	7786-012126	01/21/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/16-01/14/26		16,696.41
Check	02/05/2026	16084	Accounts Payable	RUGGERI-JENSEN-AZAR	6,612.22
	Invoice	Date	Description	Check Sort Code	Amount
	97911	01/21/2026	ON-CALL ENGR SERV-6214 THORNTON AVE THROUGH 12/28/25		1,335.00
	97913	01/21/2026	ON-CALL ENGR SRV - CHALLENGER ELEMENTARY 221051-006 12/28/25		3,477.00
	97912	01/21/2026	ON-CALL ENGR SRV - MOWRY ENTITLEMENTS 221051-003 12/28/25		1,800.22
Check	02/05/2026	16085	Accounts Payable	KIS	70,447.24
	Invoice	Date	Description	Check Sort Code	Amount
	90024	01/16/2026	ARCTIC WOLF 3RD YEAR RENEWAL 02/04/26-02/03/27		70,447.24
Check	02/05/2026	16086	Accounts Payable	SFPUC	4,113.23
	Invoice	Date	Description	Check Sort Code	Amount
	83382	01/22/2026	SFPUC RENT WATER AC#2866 02/01/26		3,063.89
	83355	01/22/2026	SFPUC RENT WATER AC#3642 02/01/26		1,049.34
Check	02/05/2026	16087	Accounts Payable	CENTERVILLE LOCKSMITH	447.83

	Invoice	Date	Description	Check Sort Code	Amount
	347407	01/14/2026	2006 DODGE DURANGO REMOTE		141.99
	347408	01/14/2026	2020 CHEVY TAHOE REMOTE		40.00
	347309	01/08/2026	2020 CHEVY TAHOE TRANS KEY		189.84
	347308	01/08/2026	2020 CHEVY TAHOE REMOTE		44.30
	347582	01/28/2026	BLDG YALE KEY		22.95
	347346	01/09/2026	BLDG GAS CAP KEYS		8.75
Check	02/05/2026	16088	Accounts Payable	STAPLES	1,754.56
	Invoice	Date	Description	Check Sort Code	Amount
	7008373685	01/15/2026	OFFICE SUPPLIES 01/06-01/14/26		1,754.56
Check	02/05/2026	16089	Accounts Payable	CLASSIC GRAPHICS	282.41
	Invoice	Date	Description	Check Sort Code	Amount
	51950	12/17/2025	CUSTOM FLAG POLE FABRICATION 12/17/25		282.41
Check	02/05/2026	16090	Accounts Payable	T-MOBILE USA, INC	150.00
	Invoice	Date	Description	Check Sort Code	Amount
	L2601280124	01/28/2026	CELL AREA DUMP 12/29/25		150.00
Check	02/05/2026	16091	Accounts Payable	THE BRIEFING ROOM LLC	1,886.22
	Invoice	Date	Description	Check Sort Code	Amount
	1489	01/08/2026	LAW ENFORCEMENT TRAINING 01/01-12/31/26		1,886.22
Check	02/05/2026	16092	Accounts Payable	THE ECOHERO SHOW LLC	1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	3565	12/20/2025	RECYCLING AND WASTE REDUCTION OUTREACH TO SCHOOLS 12/25		1,500.00
Check	02/05/2026	16093	Accounts Payable	TIREHUB, LLC	1,491.98
	Invoice	Date	Description	Check Sort Code	Amount
	53925697	10/29/2025	TIRES - GY EAGLE ENFORCER RS		271.25
	54164793	11/06/2025	TIRES - GY EAGLE ENFORCER AW		564.45
	54080021	11/04/2025	TIRES - GY WRL WORKHORSE		656.28
Check	02/05/2026	16094	Accounts Payable	FREMONT ALARM	3,480.00
	Invoice	Date	Description	Check Sort Code	Amount
	62-519	01/07/2026	SEMI-ANNUAL ALARM MONITORING 01/01-06/30/26		3,480.00
Check	02/05/2026	16095	Accounts Payable	UNION PACIFIC RAILROAD COMPANY	1,712.36
	Invoice	Date	Description	Check Sort Code	Amount
	90148345	08/14/2025	CENTRAL OVERPASS COLLABORATION COSTS, PROJECT 1014 08/25		1,712.36
Check	02/05/2026	16096	Accounts Payable	UNION PACIFIC RAILROAD COMPANY	1,381.91
	Invoice	Date	Description	Check Sort Code	Amount
	90153442	12/08/2025	CENTRAL OVERPASS COLLABORATION COSTS, PROJECT 1014 01/26		1,381.91
Check	02/05/2026	16097	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO	44,394.55
	Invoice	Date	Description	Check Sort Code	Amount
	541312	11/30/2025	JANITORIAL SERVICES - LIBRARY NOVEMBER 2025		6,165.89
	2025-1101	11/30/2025	JANITORIAL SERVICES - CITYWIDE NOVEMBER 2025		38,228.66

Check	02/05/2026	16098	Accounts Payable	VILLALOBOS & ASSOCIATES INC		156,069.99
	Invoice		Date	Description	Check Sort Code	Amount
	2592B		01/27/2026	CITYWIDE ACCESSIBLE PEDESTRIAN RAMP CIPA10001 11/01-12/31/25		156,069.99
Check	02/05/2026	16099	Accounts Payable	VISTA UNIVERSAL INC		6,001.31
	Invoice		Date	Description	Check Sort Code	Amount
	T522852		12/26/2025	BIRCH GROVE PARK LIGHT REPLACEMENT 12/26/25		2,356.94
	T522779		12/26/2025	FS28 LIGHT REPLACEMENT 12/26/25		1,653.92
	T522780		01/22/2026	ASH PARK LIGHT REPLACEMENT 01/22/26		1,990.45
Check	02/05/2026	16100	Accounts Payable	WEST COAST ARBORISTS INC		4,055.20
	Invoice		Date	Description	Check Sort Code	Amount
	239262		01/15/2026	PARK TREE MAINTENANCE 01/01/26-01/15/26		4,055.20
Check	02/05/2026	16101	Accounts Payable	WESTLAKE HARDWARE, INC.		104.67
	Invoice		Date	Description	Check Sort Code	Amount
	2961336		01/07/2026	ACE SUPPLIES 12/10-12/16/25		104.67
Check	02/05/2026	16102	Accounts Payable	DAILY JOURNAL CORPORATION		875.00
	Invoice		Date	Description	Check Sort Code	Amount
	B3988834		12/11/2025	LEGAL ADVERTISING-CIPA10007 & CIPA10001 11/25-12/09/25		427.50
	B3992422		12/16/2025	LEGAL ADVERTISING-PROJ 1310, 1330, 1334, 1335: 12/09-12/16/25		447.50
Check	02/05/2026	16103	Accounts Payable	ORION SECURITY		1,155.20
	Invoice		Date	Description	Check Sort Code	Amount
	135046		01/24/2026	UNARMED, UNIFORMED SECURITY GUARD 01/20/26-01/23/26		1,155.20
EFT	02/05/2026	1864	Accounts Payable	HALEY & ALDRICH, INC	011301798 / 601014525	64,773.55
	Invoice		Date	Description	Check Sort Code	Amount
	9065849		01/15/2026	UPDATE CAPITAL IMPROVEMENT PROGRAM THROUGH 12/26/25		13,953.00
	9065850		01/15/2026	UST REMOVAL AT SVC PRJ 1310 THROUGH 01/02/26		38,774.35
	9065851		01/15/2026	SERVICE CENTER ROOF REPLACEMENT THROUGH 12/26/25		806.20
	9065852		01/15/2026	SILLIMAN CENTER ROOF THROUGH 12/26/25		11,240.00
EFT	02/05/2026	1865	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	1,247.07
	Invoice		Date	Description	Check Sort Code	Amount
	4857 - JAN 26		01/16/2026	POSTAGE - JAN '26		1,247.07
EFT	02/05/2026	1866	Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	28,591.22
	Invoice		Date	Description	Check Sort Code	Amount
	18502		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		7,354.00
	18503		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		793.00
	18507		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		10,103.60
	18508		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		783.00
	18510		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		5,615.00
	18512		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		814.00
	18513		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		303.62
	18511		12/31/2025	LEGAL SERVICES THROUGH DECEMBER 31, 2025		1,505.00
	18514		12/31/2025	LEGAL SVCS CEDARS CHURCH - SVCS THRU 12/31/25		1,320.00
EFT	02/05/2026	1867	Accounts Payable	SUMMIT UNIFORMS, LLC	121000358 / 325183513607	436.41

Invoice	Date	Description	Check Sort Code	Amount
36777	01/14/2026	UNIFORMS - DEANGELO REYES		436.41
AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 63		\$592,943.75
Checks:	59	\$497,895.50		
EFTs:	4	\$95,048.25		



STAFF REPORT

Item D. 2.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM Neetu Salwan, City Clerk
SUBJECT Approval of February 12, 2026, City Council Minutes

Attachments

February 12, 2026 Council Meeting Minutes



CITY OF NEWARK

CITY COUNCIL MEETING

Council Chambers

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

DRAFT MINUTES

Thursday, February 12, 2026
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:09 p.m. Vice Mayor Jorgens, Council Members Grindall, Catancio, and Little were present.

B. PRESENTATIONS

1. Commending Macha Swag Dance

Mayor Hannon presented a commendation to the Macha Swag Dance Group and choreographers Ezhilvanan Oppilamani and Renukha K. Raj.

2. February 2026 American Heart Month

Mayor Hannon presented the proclamation to Community Outreach Manager Kayla Gupta, Director of Quality and Special Programs Maria Nunes, and Injury Prevention Coordinator Garrett Cordes of Washington Health.

3. Proclaiming February 2026 as Black History Month

Mayor Hannon presented the proclamation to Afro-American Cultural & Historical Society Founder Jean Ficklin & Secretary Marion Langford.

4. Newark Unified School District Presentation

Assistant Superintendent of Education Services Karen Allard delivered a presentation on Newark Unified School District student success initiatives. The presentation is on file with the City Clerk.

5. Introduction of a promoted employee

Mayor Hannon announced the promotion of Police Captain Brian Simon.

Mayor called for a recess at 7:50 p.m. The meeting resumed at 7:57 p.m.

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

No one from the audience requested to speak.

Vice Mayor Jorgens moved, Council Member Catancio seconded, to approve Consent Calendar items D.1 to D.6, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands
2. Approval of January 22, 2026, City Council Minutes
3. Approval of February 5, 2026, City Council Minutes
4. Waive further reading and adopt an ordinance amending the contract between the City of Newark and the Board of Administration of the California Public Employees' Retirement System Ordinance No. 562
5. Adopt a resolution approving an amendment to the Contractual Services Agreement with MNS Engineers, Inc. for additional on-call Public Works construction inspection services and amend the 2024-2026 Biennial Budget and Capital Improvement Plan Resolution No. 11816
6. Waive further reading and adopt an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to amend Chapter 17.26, §17.26.040, Accessory Dwelling Units, generally affecting development standards for the construction of Accessory Dwelling Units and Junior Accessory Dwelling Units, and to amend Chapter 17.45, §17.45.010, Residential Uses, generally affecting the use classification for Accessory Dwelling Units and Junior Accessory Dwelling Units Ordinance No. 563

E. PUBLIC HEARINGS

None.

F. OTHER BUSINESS

1. Informational report regarding playground design at Birch Grove, Mirabeau, and Jerry Raber Ash Street parks

Assistant City Manager Hovorka provided introductory remarks and project background.

City Engineer Miki Tsubota gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Council members asked clarifying questions, engaged in discussion, and provided feedback regarding the playground design, including suggestions for increased connectivity between playgrounds on the same site and requesting staff to explore a parks-specific revenue source.

Council Member Little announced that she would recuse due to a conflict of interest. Council Member Little left the City Council Chambers.

2. Informational report regarding playground design at Newark Community Park

City Engineer Miki Tsubota gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Council members asked clarifying questions, engaged in discussion, and provided feedback regarding the playground design to replace the current monster with another animal. They also considered alternative bid options, such as dismantling and displaying the monster or digitizing the installation, with potential community funding considerations.

Council Member Little returned to the Council Chambers.

G. CITY MANAGER UPDATES

Assistant City Manager Hovorka announced:

1. Recreation Coordinator Danielle Cranon-Jones has been selected as an honoree for Assemblymember Alex Lee's Black History Month recognition event scheduled for Saturday, February 14, 2026, from 10:00 a.m. to 11:30 a.m. at Emmanuel Baptist Church in San Jose.
2. The Lunar New Year Variety Show will be held on Sunday, February 22, 2026, from 12:30 p.m. to 3:30 p.m. at the George M. Silliman Community Activity Center.
3. The 51st Annual Black History Month Program will take place on Saturday, February 14, 2026, from 12:00 p.m. to 4:00 p.m. at the George M. Silliman Community Activity Center.
4. Fitch Ratings revised the City's outlook to Positive with a AA+ IDR, citing strong demographics, economic trends, and above-average household income.

H. CITY COUNCIL MATTERS

Council Member Little announced Mission Peak District Cub Scout Yo-Yo Day to be held on Saturday, February 28, 2026, from 1:00 p.m. to 6:00 p.m. at the First Presbyterian Church.

Council Member Grindall announced his monthly "Coffee with the Council Member" meeting scheduled for Sunday, February 15, 2026, from 10:00 a.m. to 11:30 a.m. at the Four Corners Starbucks, located at 5877 Jarvis Avenue, to discuss community concerns.

Council Member Catancio announced a free Lunar New Year community event celebrating the Year of the Fire Horse on Saturday, February 28, 2026, from 12:00 p.m. to 3:00 p.m. at the Newark Library, She reported attending the East Bay Realtors annual gala, and shared that the Filipino National Historical Society is seeking Bay Area historical photographs (1920s–1980s) for an upcoming publication.

Vice Mayor Jorgens recognized Newark's 150th anniversary and highlighted the historical significance of Swiss Park as a community gathering space, noting its connection to the City's tradition of supporting recreational amenities.

Mayor Hannon reported attending a Newark High School student listening session, commended youth engagement, and expressed appreciation for colleagues' community events and Council participation.

I. CLOSED SESSION

None.

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 9:05 p.m.

Neetu Salwan, City Clerk



STAFF REPORT

Item D. 3.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM Brittney Frye, Human Resources Director
SUBJECT Adopt a resolution ratifying the Fifth Amendment and approving the Sixth Amendment to the Contractual Services Agreement with Yosh Enterprises, Inc. dba Orion Security for security guard services, and amending the 2024–2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26.

SUMMARY AND RECOMMENDATION

The installation of City Hall's permanent security infrastructure cameras, panic buttons, and related systems has now been completed. The City is entering a transition phase focused on training employees, collecting feedback, and evaluating long-term security needs, including whether ongoing security guard services are required.

To support this transition period, continued limited security staffing is needed to ensure operational continuity, provide coverage while employees are trained on new systems, and allow staff to conduct a formal assessment of future security service levels.

Staff recommend that the City Council:

1. Ratify the fifth amendment to the Contractual Services Agreement with Yosh Enterprises, Inc. dba Orion Security, which increases the agreement's not-to-exceed amount by an additional \$25,000;
2. Approve the sixth amendment authorizing the City Manager to further increase the not-to-exceed amount by an additional \$25,000; and
3. Amend the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26 to appropriate \$50,000 from the General Fund for this purpose.

This total not-to-exceed increase of \$50,000 is anticipated to support security transition activities through June 2026, allowing sufficient time for employee training, evaluation of system performance, and determination of long-term security service needs.

BACKGROUND

In early 2022, the City engaged consultants to conduct security assessments of City facilities to determine the need for enhanced security measures such as cameras, panic buttons, access controls, and controlled entrances. To provide interim protection while permanent improvements were designed and installed, the City entered into an agreement with Orion Security on July 13, 2022, for a not-to-exceed amount of \$49,999.

Due to the scope and complexity of the security improvements, the City Council approved multiple amendments to extend and expand the agreement. These included:

- First amendment (January 2023): Increased total to \$77,999
- Second amendment (July 2023): Increased total to \$132,999
- Third amendment (July 2024): Increased total to \$156,999
- Fourth amendment (October 2024): Increased total to \$204,999 to support continued security coverage during installation of permanent security systems
- Fifth amendment (October 2025): Executed, but ratification needed, increased the total to \$229,999 to support continued security coverage during final phases of installation

In April 2024, the City contracted with EyeP Solutions, Inc. to install City Hall's long-term security systems, including cameras and building access management. That work has now been completed, marking the transition from construction to operational deployment.

DISCUSSION/ANALYSIS

While the physical security systems are now in place, City Hall is entering a critical transition period during which:

- Employees must be trained on new access controls, security systems, and security procedures;
- Staff must collect feedback on system usability and operational impacts;
- The City must evaluate whether ongoing security guard services are still needed, and if so, at what level; and
- Policies, response protocols, and staffing models must be refined to ensure the system functions as intended.

During this transition, continued security guard services are necessary to ensure safety while employees adapt to new systems and while the City determines its long-term security strategy. Orion Security has been providing consistent, satisfactory service, and continuity during this transition will allow staff to make data-driven decisions regarding future security needs.

The Fifth Amendment was executed to maintain coverage during the final stages of system installation and increased the agreement by \$25,000. City Council ratification is requested to formally approve the executed amendment. The proposed Sixth Amendment will extend and maintain security coverage during the operational rollout and evaluation period. This ensures that the City's long-term security investments are fully integrated into daily operations while staff complete training, refine procedures,

and develop recommendations on future security guard staffing.

FISCAL IMPACT

Staff requests authorization to amend the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2026 to appropriate \$50,000 from the General Fund unappropriated fund balance for these agreements.

STRATEGIC PRIORITY AREA

This item is aligned with the following Strategic Priority Area: Boost Financial Resilience and Excellence in Service Delivery.

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

Attachments

Resolution Orion 5th and 6th Amendments

Orion Contract Sixth Amendment

Orion Contract Fifth Amendment

Orion Contract and Amendments One through Four

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK RATIFYING AMENDMENT NO. 5 AND
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 6 TO THE CONTRACTUAL SERVICES
AGREEMENT WITH ORION SECURITY TO PROVIDE
SECURITY GUARD SERVICES AND APPROVING AN
AMENDMENT TO THE 2024-2026 BIENNIAL BUDGET AND
CAPITAL IMPROVEMENT PLAN

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

WHEREAS, on January 12, 2023, City Council authorized the first amendment of the Agreement, increasing the total not-to-exceed amount by \$28,000 for a total not-to-exceed amount of \$77,999; and

WHEREAS, on June 22, 2023, City Council authorized the second amendment of the Agreement, increasing the total not-to-exceed amount by \$55,000 for a total not-to-exceed amount of \$132,999; and

WHEREAS, on June 13, 2024, City Council authorized the third amendment of the Agreement, increasing the total not-to-exceed amount by \$24,000 for a total not-to-exceed amount of \$156,999; and

WHEREAS, on October 24, 2024, City Council authorized the fourth amendment of the Agreement, increasing the total not-to-exceed amount by \$48,000 for a total not-to-exceed amount of \$204,999; and

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

WHEREAS, the Parties executed Amendment No. 5 to increase the not-to-exceed compensation amount by \$25,000 for a revised total not-to-exceed amount of \$229,999, and City Council ratification is required; and

WHEREAS, the Parties desire to further amend the Agreement, Section 3.A to increase the “Not to Exceed” Compensation amount by an additional \$25,000 for a revised total not-to-exceed amount of \$254,999; and

WHEREAS, an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 will be necessary to appropriate funds for this Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby ratifies the fifth amendment to the Contractual Services Agreement with Orion Security, which increased the not-to-exceed amount by \$25,000 for a total not-to-exceed amount of \$229,999.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute Amendment No.6 to the Contractual Services Agreement with Orion Security to increase the not-to-exceed amount by \$25,000 for a total not-to-exceed amount of \$254,999, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2026 by appropriating \$50,000 as follows:

TO:	110.22.022.200.6221	Human Resources Contractual Services	\$50,000
FR:	110.3000	Unappropriated Fund Balance	\$50,000

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

This Sixth amendment to the Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, (“City”) and Orion Security, a Type “c” Corporation (“Consultant”) (sometimes referred to as “parties”) dated July 13, 2022 (the “Agreement”), is entered into as of February 27, 2026 for the provision of specialized professional services (Security Guard Services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (Security Guard Services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$25,000, for a total not to exceed amount of \$254,999 (from a previous not to exceed amount of \$229,999).
2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

David Benoun
City Manager

Authorized Representative
Orion Security

Dated: _____

Dated: _____

Attest:

Neetu Salwan
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney

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

This Fifth amendment to the Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, (“City”) and Orion Security, a Type “C” Corporation (“Consultant”) (sometimes referred to as “Parties”) dated July 13, 2022 (the “Agreement”), is entered into as of October 1, 2025 for the provision of specialized professional services (Security Guard Services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (Security Guard Services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$25,000, for a total not to exceed amount of \$229,999 (from a previous not to exceed amount of \$204,999).
2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

Signed by:
David Benoun

David Benoun
City Manager

Signed by:
Yoshi Galiramano

Authorized Representative
Orion Security

Dated: 10/20/2025

Dated: 10/14/2025

Attest:

Signed by:
Kathy Stafler

Kathy Stafler
Deputy City Clerk

Approved as to Form:

Signed by:
Kristopher Kokotaylo

Kristopher J. Kokotaylo
City Attorney

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

This Fourth Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of November 1, 2024 for the provision of specialized professional services (Security Guard Services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (Security Guard Services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$48,000, for a total not to exceed amount of \$204,999 (from a previous not to exceed amount of \$156,999).
2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

Signed by:
David Benoun
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DocuSigned by:
Joseph Baba
53BFDB990EA641B...

David Benoun
City Manager

Authorized Representative
Orion Security

Dated: 11/7/2024

Dated: 11/5/2024

Attest:

Signed by:
Sheila Harrington
509DE0E358384EE...

Sheila Harrington
City Clerk

Approved as to Form:

Signed by:
Kristopher Kokotaylo
ABDE976180E345C...

Kristopher J. Kokotaylo
City Attorney

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

This Third Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of July 1, 2024 for the provision of specialized professional services (Security Guard Services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (Security Guard Services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$24,000, for a total not to exceed amount of \$156,999 (from a previous not to exceed amount of \$132,999).
2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

DocuSigned by:
Lenka Honorka
5DAB8ABE4F2D491...

DocuSigned by:
Joseph Baba
53BFDB990EA641B...

David Benoun
City Manager

Authorized Representative
Orion Security

Dated: 6/20/2024

Dated: 6/19/2024

Attest:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...
Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
Kristopher Kokotaylo
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Kristopher J. Kokotaylo
City Attorney

C22041
R11517

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

This Second Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of July 14, 2023 for the provision of specialized professional services (security guard services).

RECITALS

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

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A, "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$55,000, for a total not to exceed amount of \$132,999 (from a previous not to exceed amount of \$77,999.).
2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

DocuSigned by:

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DocuSigned by:

522FB550EAE41B


David J. Benoun
City Manager

Authorized Representative
Stantec Consulting Services, Inc.
Joseph Baba

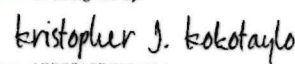
Dated: 7/13/2023

Dated: 6/28/2023

Attest:

DocuSigned by:

AD20959DBABE45E
Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:

ABFC3A-EC9714E4
Kristopher J. Kokotaylo
City Attorney

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

This First Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of 30th January, 2023 for the provision of specialized professional services (security guard services).

RECITALS

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

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

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


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


NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$28,000, for a total not to exceed amount of \$77,999 (from a previous not to exceed amount of \$49,999.).
2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

DocuSigned by:

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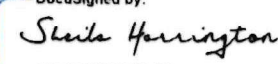
David J. Benoun
City Manager

Authorized Representative
Orion Security

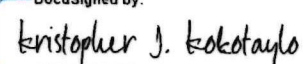
Dated: 1/27/2023

Dated: 1/26/2023

Attest:

DocuSigned by:

AD90989DBABE45E
Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:

ABFC8AFEC9714E4
Kristopher J. Kokotaylo
City Attorney

Certificate Of Completion

Envelope ID: C8E2C7F0561A46F392A9972C33B3A8B3
Subject: Complete with DocuSign: C22041 Orion Security 1st amendment.pdf
Source Envelope:
Document Pages: 2 Signatures: 4
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Sheila Harrington
37101 Newark Boulevard
Newark, CA 94560
sheila.harrington@newark.org
IP Address: 206.128.122.185

Record Tracking

Status: Original
1/17/2023 1:40:31 PM
Holder: Sheila Harrington
sheila.harrington@newark.org

Location: DocuSign

Signer Events

Yosh Gahramani
Yosh@OrionSecurity.com
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Yosh Gahramani
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Signature Adoption: Pre-selected Style
Using IP Address: 50.223.130.158

Timestamp

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Christopher J. Kokotaylo
ckokotaylo@meyersnave.com
Security Level: Email, Account Authentication
(None)

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Christopher J. Kokotaylo
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David J. Benoun
david.benoun@newark.org
City Manager
Security Level: Email, Account Authentication
(None)

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David J. Benoun
07578782C2304C4...

Signature Adoption: Drawn on Device
Using IP Address: 206.128.122.185

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Sheila Harrington
sheila.harrington@newark.org
City Clerk
City of Newark
Security Level: Email, Account Authentication
(None)

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Sheila Harrington
AD90989DBABE45E...

Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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
Kathy Slafter kathy.slafter@newark.org Executive Assistant/Deputy City Clerk City of Newark Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	Sent: 1/30/2023 8:05:22 AM
Roya Gonzalez roya.gonzalez@newark.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	Sent: 1/30/2023 8:05:25 AM
L. Ortega lortega@orionsecurity.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	Sent: 1/30/2023 8:05:28 AM Viewed: 1/30/2023 9:41:24 AM
Joseph Joseph@OrionSecurity.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	Sent: 1/30/2023 8:05:30 AM Viewed: 1/30/2023 6:09:00 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2023 1:47:56 PM
Certified Delivered	Security Checked	1/30/2023 8:04:57 AM
Signing Complete	Security Checked	1/30/2023 8:05:19 AM
Completed	Security Checked	1/30/2023 8:05:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 4/13/2022 12:12:19 PM

Parties agreed to: Yosh Gahramani, Kristopher J. Kokotaylo, David J. Benoun

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.

C22044

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

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

WITNESSETH:

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

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

12. **RESERVED.**

13. **RESERVED.**

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

A. **Verification of Coverage.**

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

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

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

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

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

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

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

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

F. Wasting Policies.

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

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. TERM/TERMINATION.

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

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

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

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

Orion Security
JOSEPH BABA, PRESIDENT
Consultant

Address: Orion Security
675 E. Gish Road
San Jose, CA 95112

CITY OF NEWARK
GINA ANDERSON, CHIEF
Administrator

City of Newark
Attn: Captain Jonathan Arguello
37077 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By [Signature]
City of Newark

Date 7-13-22

ORION SECURITY,
a C-Corporation

By Yoosheh Gahramani
Consultant

Date 7-12-2022

Yoosheh Gahramani
Printed Name

Attest:
[Signature]
City Clerk

Date 7/14/2022

Approved as to form:

[Signature]
City Attorney

Date 7/13/22

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

PAYMENT

EXHIBIT A
QUALIFICATIONS

3393490.1

June 29th, 2022



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Upgrade to Dependability

Attention

Joshua Horst
Newark Police Department

Address

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

Proposal For



RFP Date:

Tuesday June 28th, 2022

Submitted By

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



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June 29th, 2022

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June 29th, 2022



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COST OF SERVICE – Unarmed Patrol

Designed to be straight forward with no hidden costs.

Cost for Year 2022 - 24/HR PAID OFFICER

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

SUN	MON	TUES	WEDS	THUR	FRI	SAT	Total Weekly Billable Hours
	✓	✓	✓	✓	✓		
	7:30a-3:30p	7:30a-3:30p	7:30a-3:30p	7:30a-3:30p	7:30a-3:30p (bi-weekly)		

Unarmed- Uniformed Security Officer

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

Features

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

Total Cost

Weekly.....	\$1,299.60
Monthly.....	\$5,631.60
Yearly	\$67,759.70

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

June 29th, 2022



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Mission Statement

VISION & VALUES

Quality Service and state of the art technology



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

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

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

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

June 29th, 2022



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Upgrade to Dependability

Company History

COMPANY HISTORY

Orion Security has been serving the Bay Area since 1980

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



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



June 29th, 2022



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Owner and CEO

OWNER / CEO

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



Yosh Gahramani, CEO of Orion Security

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

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

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

June 29th, 2022



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Upgrade to Dependability

Executive Team

Team Leaders

Meet the Team!



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

Joseph Baba, Director of Business Development

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



Lita Ortega, Controller



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

Margarita Camacho, Chief Accounting Officer

June 29th, 2022

Account Management Team

Team Leaders
Meet the Account
Management Team!



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Upgrade to Dependability

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



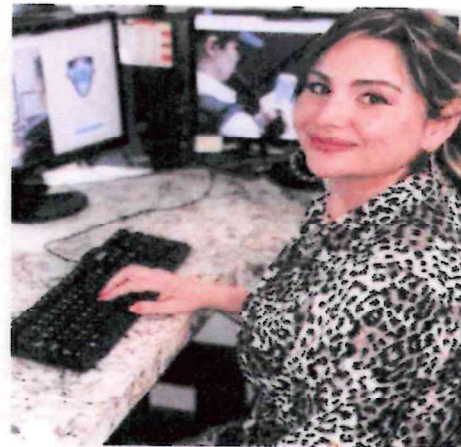
*Ramtin Patchvir,
- Security Consultant & Account Manager*



*Laura Tafoya,
Security Consultant & Account Manager*

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

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



*Teresa Maestas,
Client Relationship Manager & Security Consultant*

June 29th, 2022



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Upgrade to Dependability

Office Staff

Team Leaders

Office Management



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

Shanon Box, Operations Manager

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



Tom O'Donnell, Watch Commander

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



Atilla Aochqon, Patrol Manager



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Supervisory Staff Highlights

Team Leaders

Supervisor and Patrol Management



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

Meron Mekonen, Supervisor

Andrea started with Orion Security in 2010 as a part-time dispatcher working weekends. Andrea eventually moved to working full-time. Andrea quickly became adept at filling open shifts, call offs, and answering inbound calls.

Besides focusing on every component of staffing, dispatch is the first point of contact at Orion and the person charged with monitoring TrackTik for incidents, or call for service request.



Andrea Camrago, Dispatch Manager



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

Fatema Faramarz, Field Supervisor

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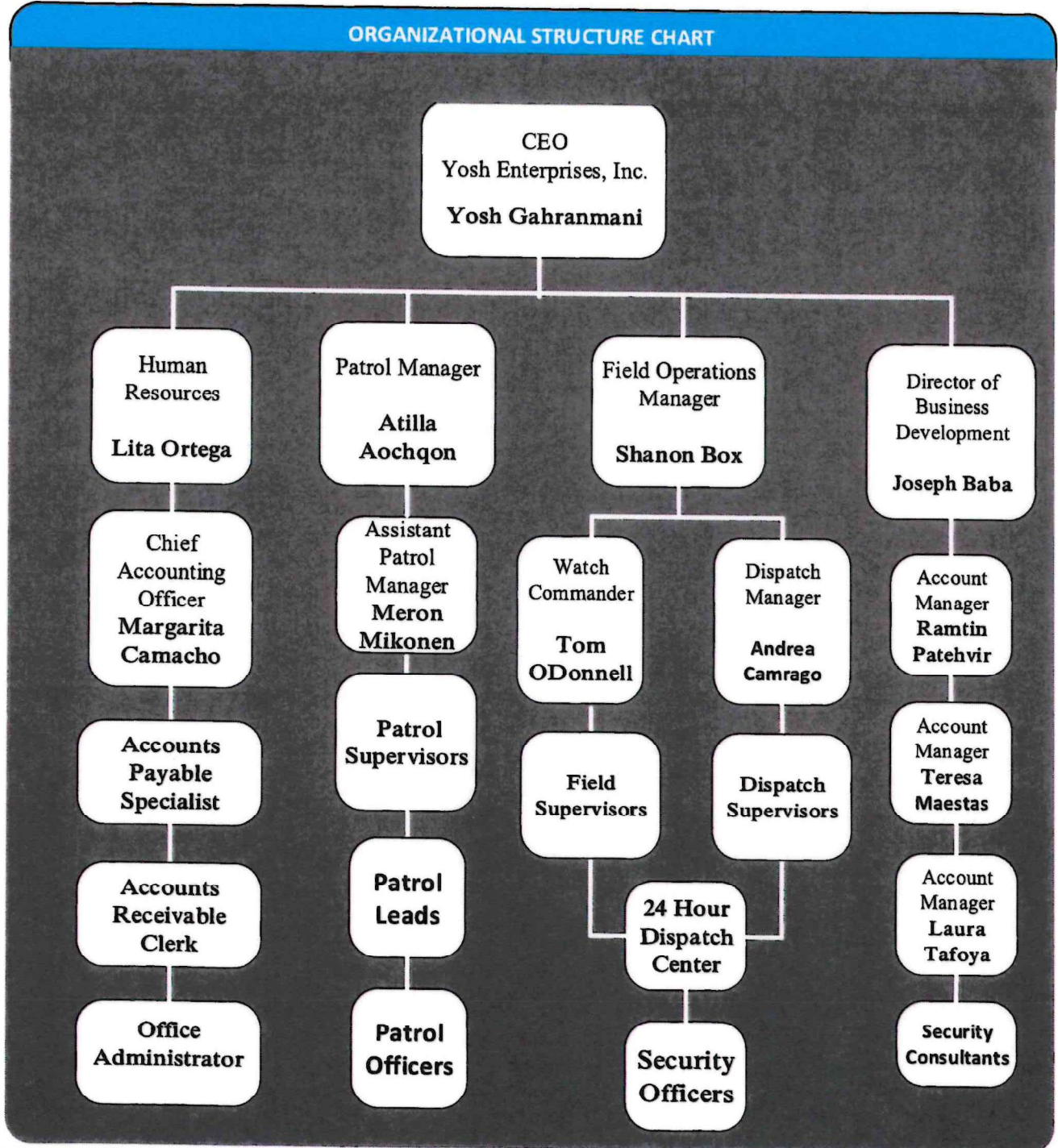
Upgrade to Dependability

Organizational Structure

ORGANIZATIONAL STRUCTURE

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

ORGANIZATIONAL STRUCTURE CHART



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Stationary

Construction

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

Shopping Centers

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

Schools

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

STATIONARY OFFICERS

Professionalism and Customer service are our highest priority.



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



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



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

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Parking Encorcement

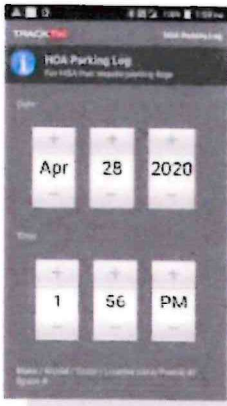
PARKING ENFORCEMENT

Let our officers take some stress off.

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



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



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



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

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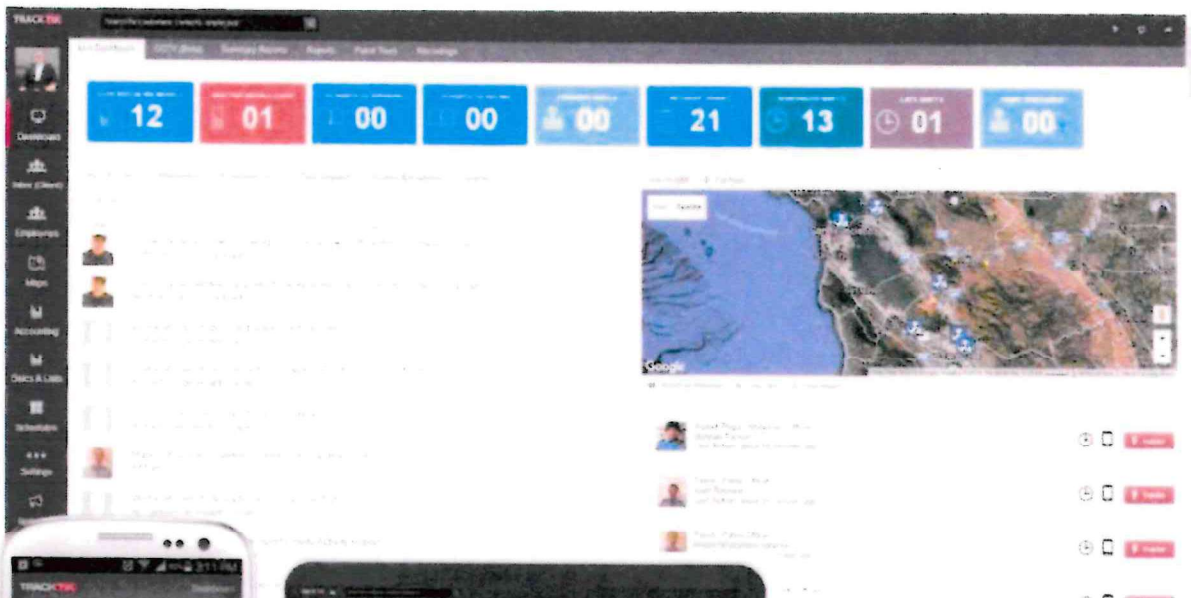
Technology

TRACKTIK DASHBOARD

Easy to navigate dashboard application

TRACKTIK

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



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

June 29th, 2022



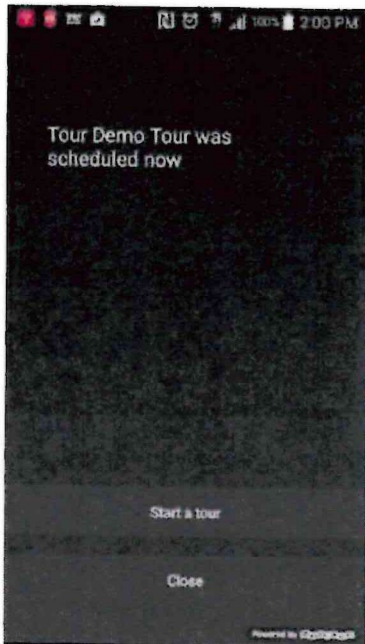
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Upgrade to Dependability

TRACKTIK GUARD MANAGEMENT SOFTWARE

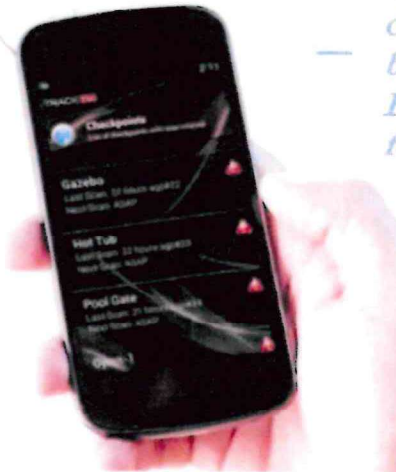
Real time guard tracking and paperless reporting available from any android device.

Technology



TRACKTIK

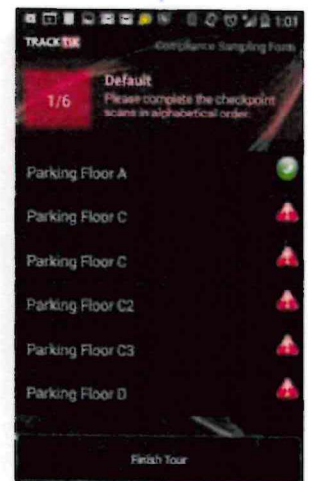
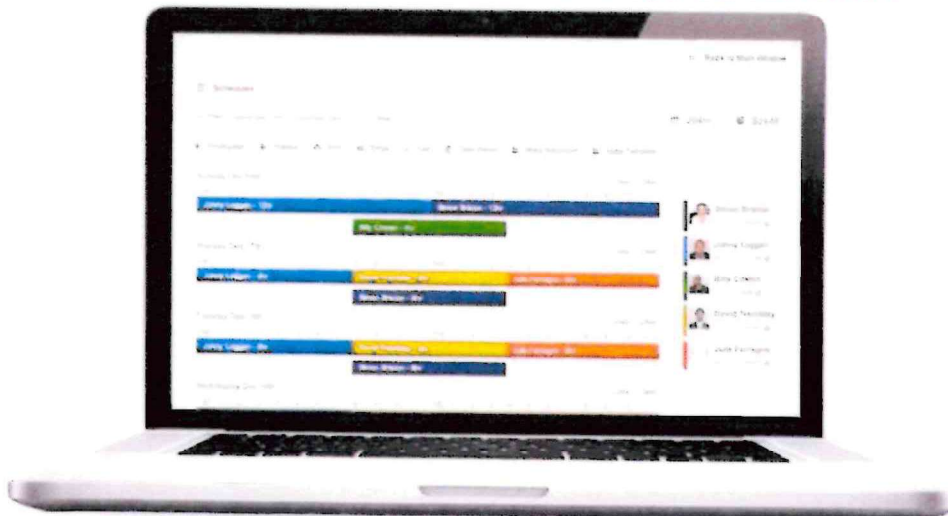
— *Officers are alerted to start a scheduled tour of the property.*



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

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

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



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Upgrade to Dependability

Reports

TRACKTIK REPORTING

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

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

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

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

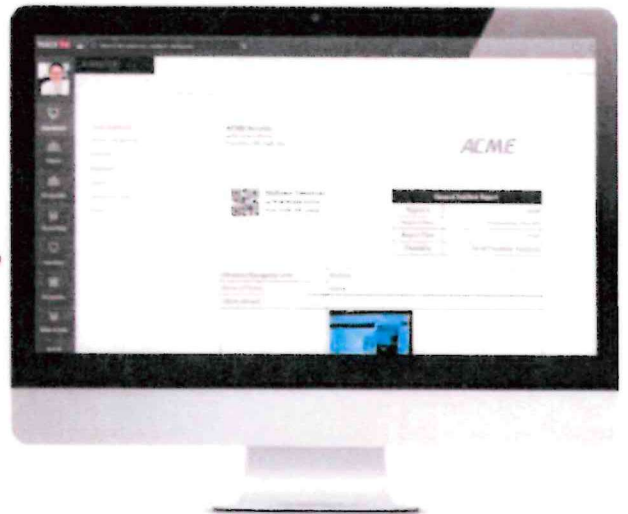


"The interface on both the field device and PC is logical and simple to use, even for the technically challenged."

No longer do our clients have to worry if their properties are being checked, and patrols being made. TrackTik reports allow the client to be in



the loop on all things that happen during the Officers shift. Clients can use Tracktik interface to review reports in live time, or get the reports emailed to them directly.



June 29th, 2022



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Upgrade to Dependability

Dispatch

24-HOUR LIVE DISPATCH CENTER

Callers will always speak directly with an Orion Security employee

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



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

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

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

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

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



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Upgrade to Dependability

BACKGROUND CHECKS

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

Pre employment Screening

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

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



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

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

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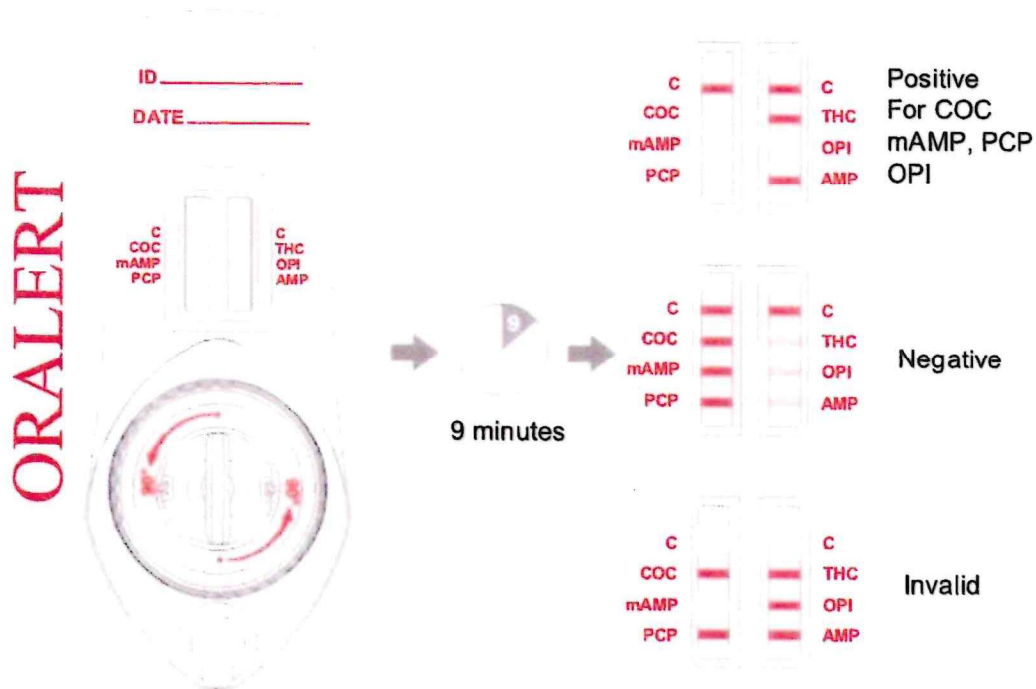
Pre Employment Screening

DRUG TESTING

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

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

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



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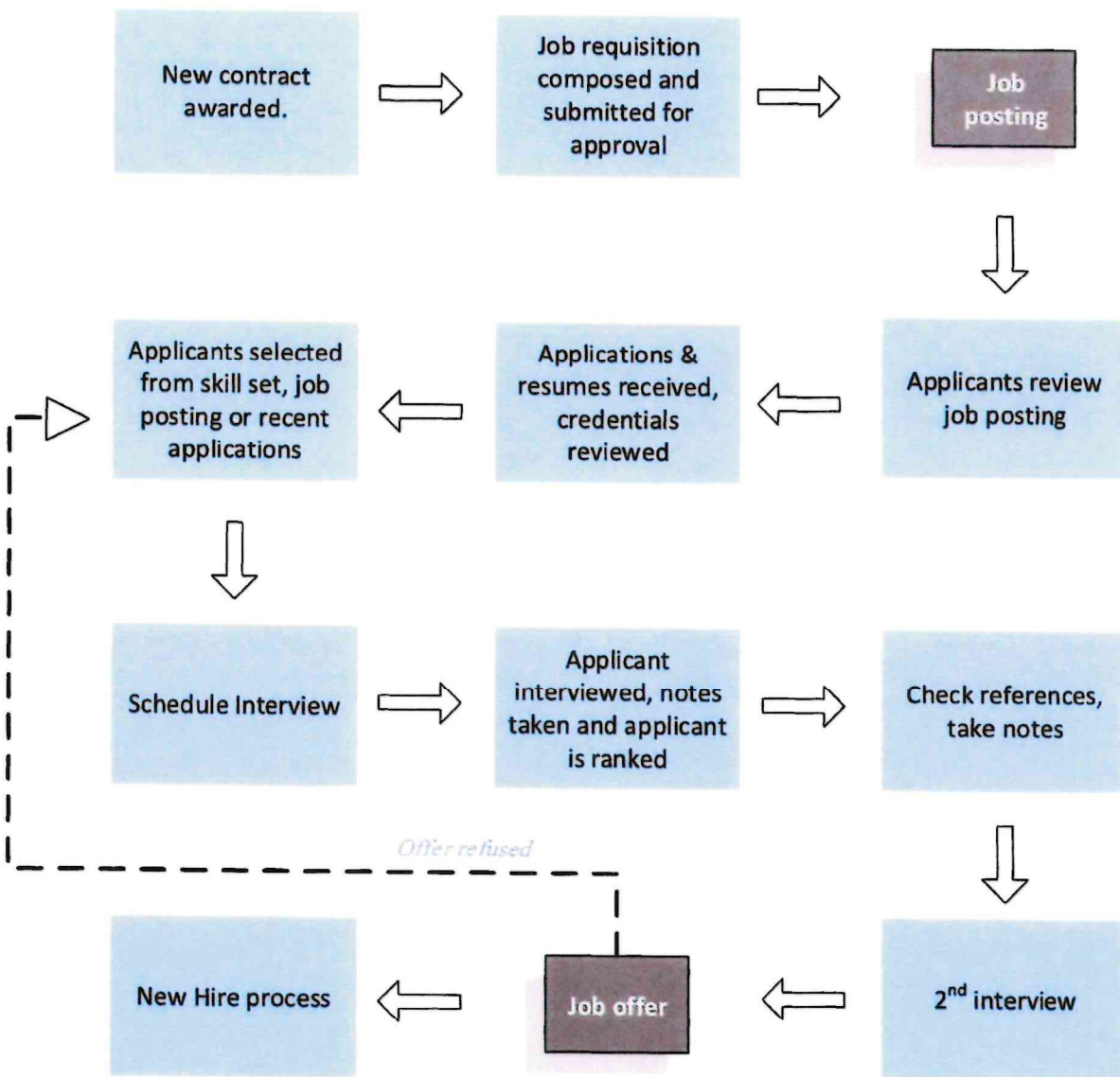
Hiring Process

HIRING

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

Position requirements defined

Job posted to internet and job fairs are held



June 29th, 2022



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Upgrade to Dependability

Orientation and Training

ORIENTATION

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

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

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

Level 1 officer training includes the following

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



Continuing education

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

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



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

June 29th, 2022



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Upgrade to Dependability

QUALITY ASSURANCE

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

Quality Control Measures

Accountability



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

Post Checks

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

Undercover Post Checks

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

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



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Upgrade to Dependability

Community

COMMUNITY INVOLVEMENT

Orion Security has been serving the Bay Area since 1980

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



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



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

June 29th, 2022



Orion Security- Proprietary and confidential

Upgrade to Dependability

PPO

PRIVATE PATROL OPERATOR LICENSE (PPO)

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



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

PRIVATE PATROL OPERATOR

License No. PPO9495

Receipt No. 7771

Valid Until: 03/31/2023

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

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

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

WPIPP0 10/20/15

1931 PG014-8000100-11

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

The following are the requirements for a PPO

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

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

June 29th, 2022



Orion Security- Proprietary and confidential

Upgrade to Dependability

References

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

RENAULT & HANDLEY

SAND HILL PROPERTY COMPANY

DKD Associates, Inc.
PROPERTY MANAGEMENT

Santa Clara County
Office of Education

WEST COAST



CUSHMAN &
WAKEFIELD

PACTRUST
Pacific Realty Associates, L.P.

CBRE
Property Management

FIRST COMMERCIAL
REAL ESTATE

COMPASS
— MICHIGAN LLC —
A Truist Bank

FPI MANAGEMENT

WOODMONT

BAY AREA
PROPERTY SERVICES

MARCH
DEVELOPMENT COMPANY

THE JOHN STEWART
COMPANY



CHARITIES HOUSING



ORCHARD
COMMERCIAL

DAVIS PARTNERS

The Hebing Group, Inc.
The Hebing Group, Inc.

WOODSTOCK
DEVELOPMENT

COMMON INTEREST
MANAGEMENT SERVICES
Setting Homeowner Associations Since 1989

HDA Management
Solutions Inc.

BORELLI
REAL ESTATE GROUP



STOER
CONSTRUCTION

MVLA
HIGH SCHOOL DISTRICT

CMHC SCHL

PROPERTY PRO
REAL ESTATE

Newmark
Knight Frank

ALHOUSE
DEATON

GREYSTAR®
Redefining Excellence in Apartment Living.



FABS Group Inc.

MM
PROPERTY MANAGEMENT

KT
MANAGEMENT



JLL



YOSHENT-01

SBORRELL

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT Lisa Glynn PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lisa.glynn@hubinternational.com														
INSURED Yosh Enterprises is DBA Orion Security, Paramount Investigations 675 E. Gish Rd San Jose, CA 95112	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C : Hiscox Insurance Company</td> <td>10200</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Hartford Underwriters Insurance Company	30104	INSURER C : Hiscox Insurance Company	10200	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2400044	4/6/2022	4/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2400044	4/6/2022	4/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB810003	4/6/2022	4/6/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 16WEQY5B8G	11/6/2021	11/6/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			UC24448935.22	4/6/2022	4/6/2023	Employee Dishonesty \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Newark Attn: Risk Manager 37101 Newark Boulevard Newark, CA 94560	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Policy #PHPK2400044

PI-GLD-SG (10/13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
SECURITY SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

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

B. Watercraft

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

C. Medical Payments – Limit Increased, Extended Reporting Period

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

provided that:

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

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D. Supplementary Payments

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

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

E. Employee Indemnification Defense Coverage

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

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

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

F. Who is an Insured

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

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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

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

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

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

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

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

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

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

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

(1) Your acts or omissions; or

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

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

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

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

This insurance does not apply to:

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

Policy #PHPK2400044

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- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

G. Limited Rental Lease Agreement Contractual Liability

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

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

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

H. Transfer of Rights of Recovery Against Others To Us

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

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

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

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

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

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

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- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
3. The requirement in Condition 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

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

K. Liberalization

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

L. Bodily Injury – Mental Anguish

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

"Bodily injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

M. Assault and Battery with Extended Property Damage

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

a. Expected or Intended Injury

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

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- (1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

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

ERRORS AND OMISSIONS

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

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

ERRORS AND OMISSIONS

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

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

COVERAGE D – ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

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

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

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

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

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

b. Exclusions

This insurance does not apply to:

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- (1) "Bodily injury" or "property damage";
 - (2) "Personal and advertising injury";
 - (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
 - (4) Any claim seeking relief or redress in any form other than monetary damages;
 - (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
 - (6) Any claim arising from warranties or guarantees made by any insured;
 - (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:
 - (a) That the insured would have in the absence of the contract or agreement; or
 - (b) Assumed in a contract or agreement that is an insured contract;
 - (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
 - (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and
 - (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.
 - (11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- c. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**

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

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

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B; and
 - d. Damages under Coverage D.

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

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C,
because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
 - c. Damages under Coverage D.

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

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

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

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

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

O. Incidental Medical Malpractice

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

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

Policy #PHPK2400044

PI-GLD-SG (10/13)

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

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

Policy #PHPK2400044

PI-SG-010 (02/09)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Client(s)	Type of Service
<u>Where required by written contract</u>	<u>Any/All Services</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Any contract for security or investigative operations; or
2. Operations from the type of service listed for the client shown in the endorsement **SCHEDULE**.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 16 WE QY5B8G

Endorsement Number:

Effective Date: 11/06/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: YOSH ENTERPRISES INC
675 E GISH RD
SAN JOSE CA 95112

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

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

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

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

Certificate Of Completion

Envelope Id: EEB00D61E4F4400685F77D22783774B6	Status: Completed
Subject: Complete with DocuSign: C22041_Orion_Third_Amendment-1.pdf	
Source Envelope:	
Document Pages: 66	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Beatriz Perez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	37101 Newark Boulevard
	Newark, CA 94560
	betty.perez@newark.org
	IP Address: 76.137.219.233

Record Tracking

Status: Original	Holder: Beatriz Perez	Location: DocuSign
6/19/2024 3:35:29 PM	betty.perez@newark.org	

Signer Events

Joseph Baba
joseph@orionsecurity.com
President
Yosh Enterprises Inc
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


53BFD8990EA641B...
Signature Adoption: Pre-selected Style
Using IP Address: 50.223.130.158

Timestamp

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Signed: 6/19/2024 4:43:01 PM

Electronic Record and Signature Disclosure:
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ID: edc25009-01f8-48bb-ab8f-4fdff085178e

Kristopher Kokotaylo
kristopher.kokotaylo@redwoodpubliclaw.com
City Attorney
Security Level: Email, Account Authentication (None)

DocuSigned by:

95B17C2767614AB...
Signature Adoption: Pre-selected Style
Using IP Address: 104.2.25.218

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Signed: 6/19/2024 7:20:03 PM

Electronic Record and Signature Disclosure:
Accepted: 6/19/2024 7:19:40 PM
ID: c787b2fc-aa13-4260-8ef5-8f27aad64fa8

Lenka Hovorka
lenka.hovorka@newark.org
Acting City Manager
Security Level: Email, Account Authentication (None)


DocuSigned by:

5DAB8ABE4F2D491...
Signature Adoption: Pre-selected Style
Using IP Address: 206.128.122.185

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Electronic Record and Signature Disclosure:
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ID: 59a5f650-6d4d-4f66-ae27-4a148490d48a

Sheila Harrington
sheila.harrington@newark.org
City Clerk
City of Newark
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 206.128.122.185

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Signed: 6/20/2024 9:28:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Beatriz Perez betty.perez@newark.org HR Technician City of Newark Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 6/20/2024 9:28:47 AM Resent: 6/20/2024 9:28:50 AM Viewed: 6/25/2024 2:12:11 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/20/2024 9:28:45 AM
Completed	Security Checked	6/20/2024 9:28:47 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Getting paper copies

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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.

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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

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- 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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- 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.

Certificate Of Completion

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Subject: Complete with DocuSign: C22041 Orion Fourth Amendment.pdf

Source Envelope:

Document Pages: 73

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Beatriz Perez

AutoNav: Enabled

37101 Newark Boulevard

Envelopeld Stamping: Enabled

Newark, CA 94560

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

betty.perez@newark.org

IP Address: 12.3.205.238

Record Tracking

Status: Original

Holder: Beatriz Perez

Location: DocuSign

11/5/2024 12:15:38 PM

betty.perez@newark.org

Signer Events

Joseph Baba

joseph@orionsecurity.com

President

Yosh Enterprises Inc

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Joseph Baba
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Timestamp

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Kristopher Kokotaylo

kristopher.kokotaylo@redwoodpubliclaw.com

Security Level: Email, Account Authentication (None)

Signed by:

Kristopher Kokotaylo
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David Benoun

david.benoun@newarkca.gov

Security Level: Email, Account Authentication (None)

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David Benoun
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Viewed: 11/7/2024 10:35:07 AM

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ID: f19730d8-d444-4a13-a637-2c1404722d9a

Sheila Harrington

sheila.harrington@newarkca.gov

Security Level: Email, Account Authentication (None)

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Sheila Harrington
509DE0E358384EE...

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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Beatriz Perez

betty.perez@newarkca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 11/7/2024 10:52:43 AM

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Hashed/Encrypted

11/5/2024 12:31:36 PM

Certified Delivered

Security Checked

11/7/2024 10:52:32 AM

Signing Complete

Security Checked

11/7/2024 10:52:40 AM

Completed

Security Checked

11/7/2024 10:52:43 AM

Payment Events	Status	Timestamps
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All notices and disclosures will be sent to you electronically

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To advise City of Newark of your new email address

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- 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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STAFF REPORT

Item D. 4.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM Michael Carmen, Assistant Engineer
SUBJECT Adopter a Resolution Accepting work with Villalobos & Associates, Inc. for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Ramps Project No. CIPA10001.FY2026

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council, by resolution, accept the work of Villalobos & Associates, Inc., authorize the City Clerk to file the Notice of Completion with the County Recorder of Alameda County, and authorize the release of bonds and final retention payment for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Ramps Project No. CIPA10001.FY2026.

BACKGROUND

Pursuant to Resolution No. 11,765, adopted July 24, 2025, the City Council awarded a contract to Villalobos & Associates, Inc. for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Ramps Project No. CIPA10001.FY2026.

Streets that received new curb, gutter, and sidewalk replacement include:

Abington Drive, Abington Court, Bellflower Drive, Bellhaven Avenue, Bettencourt Street, Birch Street, Blackburn Drive, Buena Vista Drive, Cardiff Street, Castleford Court, Cedar Boulevard, Central Avenue, Chapman Drive, Civic Terrace Avenue, Conestoga Place, Dairy Avenue, Dalewood Drive, Dichondra Place, Farnham Drive, Hafner Street, Hafner Way, Hazelnut Drive, Honeysuckle Drive, Indian Wells Drive, Jasmine Avenue, Lake Boulevard, Larkspur Street, Marguerite Drive, Mayhews Landing Road, Merion Drive, Milani Avenue, Montcalm Avenue, Moores Avenue, Newark Boulevard, Nutmeg Court, Parada Street, Peachtree Avenue, Persimmon Place, Peugeot Place, Port Sailwood Drive, Portsmouth Avenue, Portsmouth Court, Quince Place, Reymouth Drive, Rose Court, Rushin Drive, Severn Drive, Shady Hollow Drive, Spruce Street, St. Edwards Street, Thornton Avenue, Toulon Place, and Tozier Street.

Streets that received new accessible ramps include:

Bellhaven Avenue, Bellhaven Place, Bellflower Drive, Blackburn Drive, Dalewood Drive, Donegal Court, Edith Street, Fontaine Avenue, Musick Avenue, Parkside Place, Ruschin Drive, and Portsmouth Avenue, and Portsmouth Court.

DISCUSSION/ANALYSIS

Staff has inspected the entire scope of work which has now been satisfactorily completed in accordance with the approved specifications and all applicable standards. Pursuant to the State of California Public Contract Code, formal acceptance of the work by the City Council is now recommended.

"Before and after" photographs are attached to this staff report.

FISCAL IMPACT

On July 24, 2025, the City Council awarded a construction contract to Villalobos & Associates, Inc. in the amount of \$709,800 and authorized a construction contingency of \$71,200, for a total approved project allocation of \$781,000.

During construction, certain field conditions required additional work that was addressed through the approved contingency. Approximately 50% of the authorized contingency was utilized. The final total project cost for the 2025 Curb, Gutter, Sidewalk Replacement Project (CIPA10007.FY2026) and the 2025 Citywide Accessible Ramps Project (CIPA10001.FY2026) is \$746,037.80, which is within the amount previously authorized by the City Council.

Funding for these projects was provided through a combination of Alameda County Transportation Commission (ACTC) Measure B and Measure BB Local Streets and Roads Program funding sources. No additional appropriations are required.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

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

REVIEW AND APPROVAL

Prepared by – Michael Carmen, Assistant Engineer
Reviewed by – Miki Tsubota, City Engineer
Reviewed by – Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Before & After Photos

2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007

Before and After Photos



4927 Farnham Drive



5310 Lake Boulevard





Oct 13, 2025 at 9:20:09 AM

5320 Castleford Court





Oct 6, 2025 at 10:15:14 AM
37001-37053 Saint Christopher St
Newark CA 94560
United States

5364 Milani Avenue





5364 Milani Avenue





6174 Bellhaven Avenue





6258 Bellhaven Avenue





6263 Montcalm Avenue





Oct 9, 2025 at 8:44:19 AM
6295 Montcalm Ave
Newark, CA 94560
United States

6266 Montcalm Avenue





6565 Central Avenue





7706 Hazelnut Drive





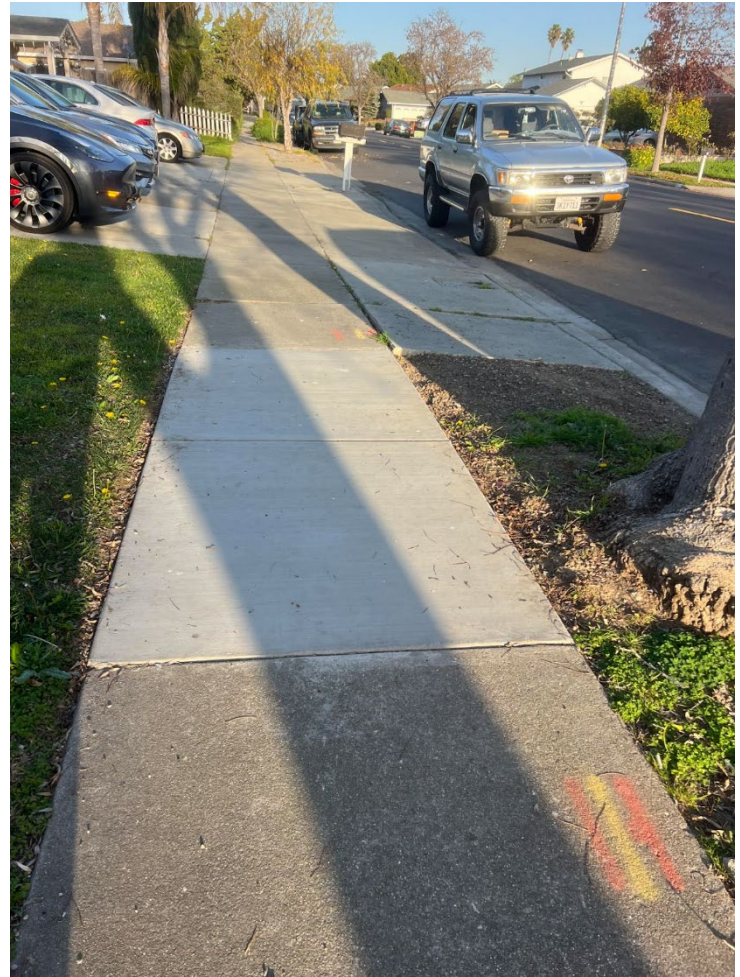
Oct 13, 2025 at 11:02:38 AM

7775 Peachtree Avenue





8331 Mayhews Landing Road





8338 Mayhews Landing Road





8434 Persimmon Place





35316 Blackburn Drive





35430 Blackburn Drive



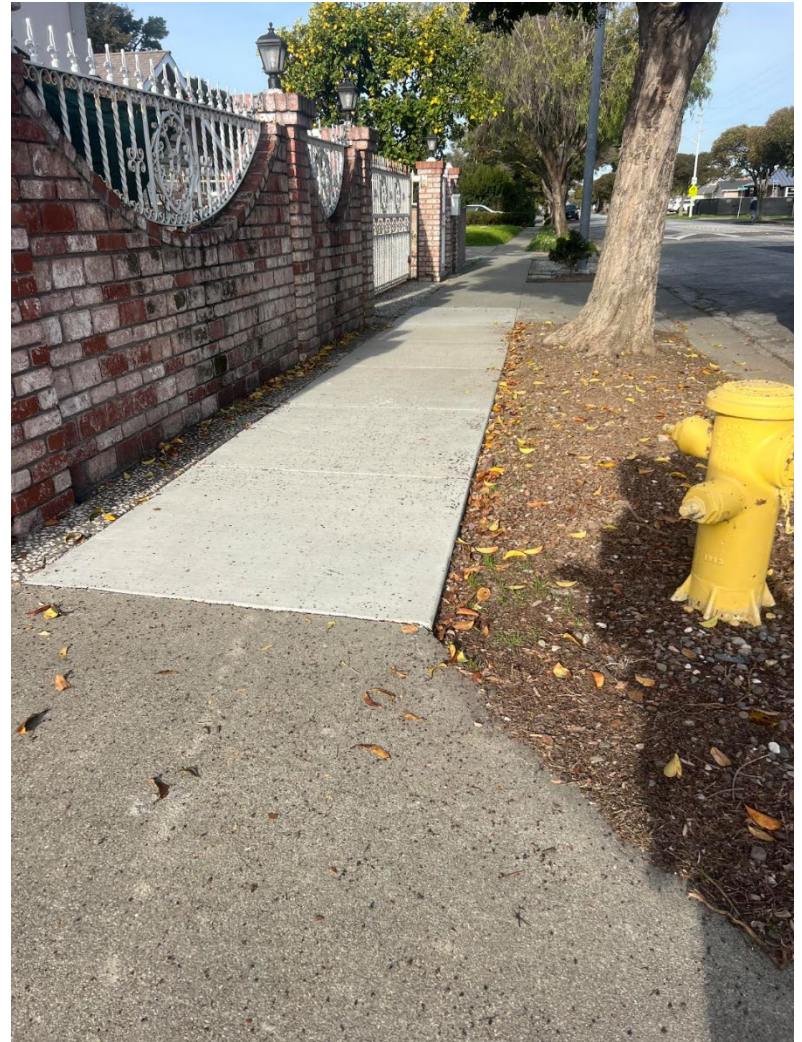


35692 Farnham Drive





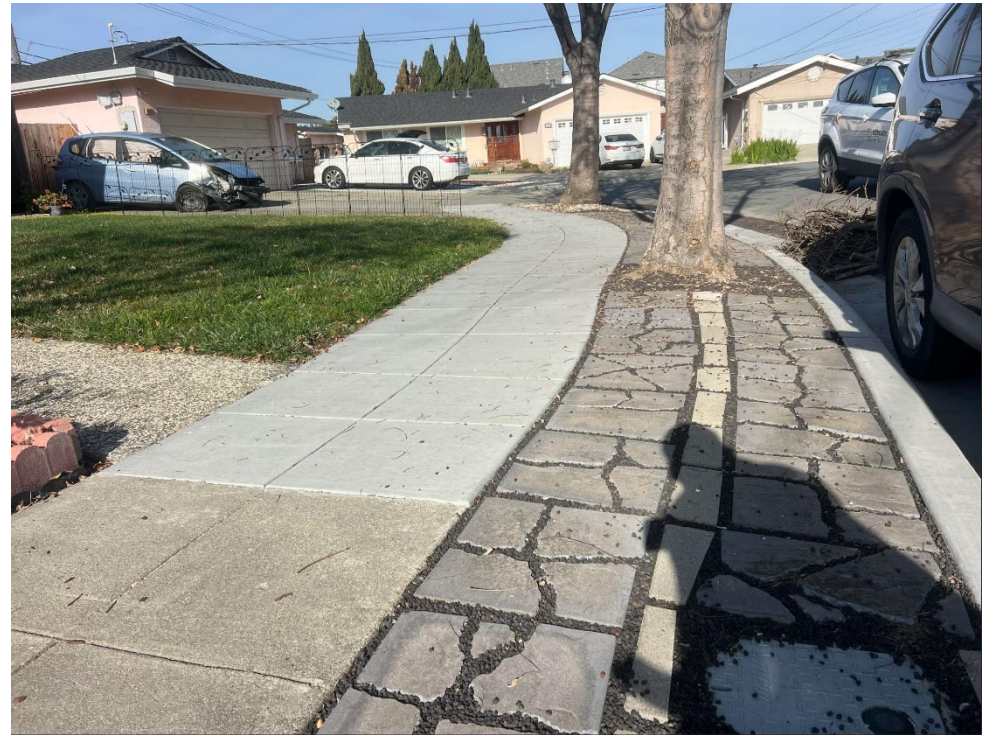
36391 Bettencourt Street





Oct 15, 2025 at 2:44:39 PM
5879 Hafner Way
Newark CA 94560
United States

36421 Hafner Court





Oct 9, 2025 at 9:05:33 AM
36423 Peugeot Pl
Newark CA 94560
United States

36423 Peugeot Place





36648 Ruschin Drive





Sep 30, 2025 at 10:35:11 AM
36854 Port Sailwood Dr
Newark CA 94560
United States

36833 Port Sailwood Drive





37798 Birch Street





7321 Dairy Avenue



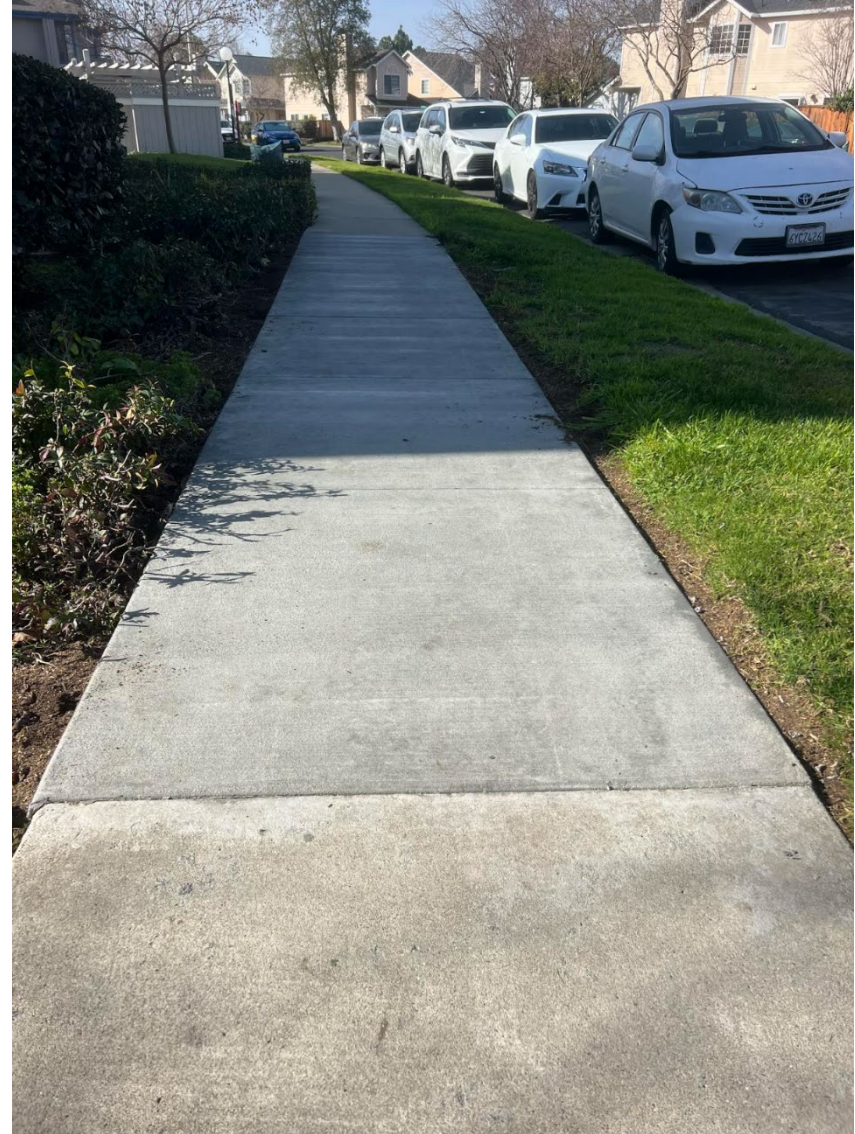
35601 Conestoga Place (cul-de-sac island curb)





Oct 13, 2025 at 2:46:03 PM

6208 Buena Vista Drive





39941 Parada Street





6495 Buena Vista Drive



6438 Cedar Boulevard (median curb and asphalt on Cedar Boulevard north of Mirabeau Drive)



2025 Citywide Accessible Pedestrian Ramp Project No. CIPA10001

Before and After Photos



5294 Abbey Court





36461 Newark Boulevard



36009 Ruschin Drive





5827 Musick Avenue





7401 Enterprise Drive – New Exit Only Driveway for Senior Center



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE WORK WITH VILLALOBOS & ASSOCIATES, INC. FOR 2025 CURB, GUTTER, SIDEWALK REPLACEMENT PROJECT NO. CIPA10007.FY2026 AND 2025 CITYWIDE ACCESSIBLE PEDESTRIAN RAMP PROJECT NO. CIPA10001.FY2026

WHEREAS, the City of Newark entered into a contract with Villalobos & Associates, Inc. pursuant to Resolution No. 11,765, adopted July 24, 2025, for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Pedestrian Ramp Project No. CIPA10001.FY2026, in the City of Newark; and

WHEREAS, Villalobos & Associates, Inc. has successfully completed the improvements for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Pedestrian Ramp Project No. CIPA10001.FY2026, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby accepts the improvements for 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Pedestrian Ramp Project No. CIPA10001.FY2026.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the release of bonds guaranteeing completion of the work.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the filing of a Notice of Completion with the Office of the County Recorder of Alameda County, California.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the City to issue payment including the release of a final retention payment to Villalobos & Associates, Inc. for the completion of 2025 Curb, Gutter, Sidewalk Replacement Project No. CIPA10007.FY2026 and 2025 Citywide Accessible Pedestrian Ramp Project No. CIPA10001.FY2026, pursuant to the contract.



STAFF REPORT

Item F. 1.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM James Scanlin, Environmental Services Manager
SUBJECT Adopt a resolution authorizing the City Manager to execute a side letter agreement with Republic Services regarding credit to single-family account holders to resolve costs incurred due to service disruption

SUMMARY AND RECOMMENDATION

Allied Waste Services of North America LLC (Allied/DBA: Republic Services) provides collection, processing, and disposal services for solid waste, recyclable materials, and organics to residential, multi-family, and commercial customers in the City. Commencing on July 8, 2025, and extending through July 18, 2025, some of Allied's employees providing collection services in the City elected not to report to work and/or not to cross picket lines established by employees of a subsidiary of Allied. This resulted in waste collection services being delayed during this period. Allied has proposed providing a credit to all residential customers equivalent to the amount paid to Allied for the collection of waste for two weeks. As all waste was eventually collected and disposed of, and Allied paid the cost associated with the processing and disposal of the waste, the credit does not cover the portion of the bill associated with processing and disposal. The proposed credit for a single-family customer with a 32-gallon cart is \$15.26 the total amount Allied would pay to residential customers is \$204,292. Allied has also proposed reimbursing the City \$25,000 for costs incurred by the City in dealing with the service disruption.

This agreement only covers single-family customers. Staff is in discussions with Republic Services regarding a credit to other residential, multi-family and commercial customers. To avoid further delay in the credit to single-family customers, an agreement on a credit for other residential, multi-family and commercial customers would be brought to the Council for consideration separately.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the side-letter agreement with Allied Waste Services of North America LLC (Allied), requiring Allied to provide a credit to single-family customers for the disruption of waste services during July 2025, and a reimbursement to the City for disruption-related costs incurred by the City.

BACKGROUND

In January 2013, the City entered into an exclusive franchise agreement with Allied for the collection of solid waste, and the collection and processing of source-separated recyclable materials, organic materials, and construction and demolition debris. In June 2023, the City amended and extended the agreement through June 30, 2033 (Agreement). The City has a separate agreement with the Fremont Recycling and Transfer Station for the disposal of solid waste that expires on June 30, 2037.

Commencing on July 8, 2025, and extending through July 18, 2025, some of Allied's employees providing collection services in the City elected not to report to work and/or not to cross picket lines established by employees of a subsidiary of Allied ("Dispute Period"). This resulted in the disruption of waste collection services to residential, multi-family, and commercial customers. Allied was able to continue limited collection service during the Dispute Period through the use of replacement drivers. Most residential customers received service of their solid waste containers within a week of their scheduled service day. Recyclable and Organic Material service to residents was generally delayed for the entire two-week Dispute Period. Service to commercial customers was more variable. Some commercial customers may not have had any service disruption.

The Agreement allows the City to assess liquidated damages in the event of missed collections. The estimated potential liquidated damages based upon the terms of the Agreement for missed residential collections is over \$5 million. This does not include potential liquidated damages that could be assessed for missed multi-family and commercial accounts.

DISCUSSION/ANALYSIS

In July 2025, a labor dispute between Allied and the Teamsters Union disrupted waste collection in Northern California, specifically impacting the Central Valley and Bay Area. The strike was initiated on July 8, 2025, by members of Teamsters Local 439 at the Forward Landfill in Manteca. The Manteca strike triggered "solidarity strikes" across Northern California. Workers at other Allied locations refused to cross picket lines, leading to uncollected trash in over two dozen cities. Workers sought higher wages to keep pace with the cost of living, better health insurance, and improved labor protections. A tentative agreement was reached on July 18, 2025, ending the nearly two-week walkout. The deal reportedly included a 10% pay increase and additional benefits for the workers.

During the Dispute Period, Allied maintained a minimal level of service using replacement workers. Allied also worked with the Fremont Recycling and Transfer Station to allow Tri-City residents to drop off waste free of charge.

Other Affected Municipalities

Several municipalities in Northern California were affected by the strike, including Fremont, Union City, San Pablo, Piedmont, San Jose, Contra Costa, San Mateo County, and Half Moon Bay. There are differences in the specifics of the franchise

agreements among the affected municipalities. These differences may affect how a municipality chooses to resolve issues related to the service disruption.

Fremont has reached an agreement with Allied regarding a credit to residential customers. The agreement is very similar to Allied's proposed agreement with the City. Fremont residents with the standard-size solid waste cart service will receive \$15.76. Their credit is slightly higher due to a difference in their standard rate. Fremont has not reached an agreement on a credit to commercial customers. Other municipalities are pursuing similar agreements. Half Moon Bay is reportedly pursuing liquidated damages. Pursuing liquidated damages could lead to extensive and uncertain litigation.

FISCAL IMPACT

The proposed side-letter agreement provides a one-time reimbursement of \$25,000 from Republic Services to the City for costs incurred in responding to the July 2025 waste collection service disruption.

Republic Services will also issue service credits directly to residential customers, at no cost to the City, with an estimated total value of approximately \$204,292. These customer credits will be applied by Republic Services and will not flow through the City's financial statements.

STRATEGIC PRIORITY AREA

This item is aligned with the following Strategic Priority Area: Boost Financial Resilience and Excellence in Service Delivery.

REVIEW AND APPROVAL

Prepared by - James Scanlin, Environmental Services Manager

Reviewed by - Howard Young, Public Works Director

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David Benoun, City Manager

Attachments

Resolution Republic Disruption Credit

Republic Services Side Letter

Exhibit A Side Letter

Presentation Service Disruption Credit

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO
EXECUTE A SIDE-LETTER AGREEMENT WITH ALLIED
WASTE SERVICES OF NORTH AMERICA LLC (ALLIED),
REQUIRING ALLIED TO PROVIDE A CREDIT TO SINGLE-
FAMILY CUSTOMERS FOR THE DISRUPTION OF WASTE
MANAGEMENT SERVICES DURING JULY 2025

WHEREAS, the City executed the Amended and Restated Franchise Agreement Between the City and Allied Waste Services of North America LLC (Allied) for Collection of Solid Waste and Collection and Processing of Source Separated Recyclable Materials, Organic Materials, and C&D dated June 1, 2023 (Agreement); and

WHEREAS, the Agreement requires Allied to provide weekly collection of solid waste, recyclable materials, and organic materials to all residential properties in Newark; and

WHEREAS, a labor dispute between a subsidiary of Allied and the Teamsters Union occurred at the Forward Landfill in Manteca, California; and

WHEREAS, members of the Teamsters Union set up picket lines at Allied facilities throughout the Bay Area, and some of Allied's employees providing collection services in the city elected not to cross the picket lines; and,

WHEREAS, the labor dispute caused delays in the collection of solid waste, recyclable materials, and organic materials at properties in the city from July 8 through July 18, 2025; and,

WHEREAS, Republic has proposed a negotiated settlement to address Single-Family customer impacts, including issuing service credits directly to residential customers equivalent to two weeks of collection charges, at no cost to the City, and providing a one-time reimbursement to the City for disruption-related costs; and

WHEREAS, the proposed side letter agreement provides for a one-time reimbursement to the City in the amount of \$25,000 to offset City staff time and costs incurred in responding to the service disruption; and

WHEREAS, it is in the best interest of Allied's Single-Family customers to resolve the credit issue without further delay.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Side Letter Agreement Regarding Credit to Republic Services Single-Family Account Holders to Resolve Costs Incurred Due to Service Disruption, in a form approved by the City Attorney.



CITY OF NEWARK

Date: On or after February 26, 2026

The Parties:

City of Newark
Republic Services

Subject: Side Letter Agreement Regarding Credit to Republic Services Single-Family Account Holders to Resolve Costs Incurred Due to Service Disruption

Content:

This Side Letter Agreement (“Agreement”) to that Amended and Restated Franchise Agreement Between the City of Newark and Allied Waste Services of North America LLC for Collection of Solid Waste and Collection and Processing of Source Separated Recyclable Materials, Organic Materials and C&D dated June 1, 2023 (the “Franchise Agreement”), is entered into as of February 26, 2026 ("Effective Date") by and between the City of Newark (“City”) and Allied Waste Services of North America, LLC ("Allied") dba Allied Waste Services of Alameda County, to memorialize the agreement reached concerning the partial disruption of Allied’s collection services for Single-Family (as defined below) customers during the period of July 8, 2025 through July 18, 2025.

RECITALS

1. Allied provides collection services for the collection, processing, and disposal of solid waste, recyclable material, and organics to single-family, multi-family, and commercial customers in the City pursuant to the Franchise Agreement.

2. Commencing on July 8, 2025, and extending through July 18, 2025, some of Allied’s employees providing collection services in the City elected not to report to work and/or not to cross picket lines established by employees of an affiliate of Allied (the “Dispute Period”).

3. In recognition of the annoyance and inconvenience caused by the delay in collection services for most Single-Family customers in the City in July 2025, Allied has offered to provide credits to its Single-Family customers in the City pursuant to this Agreement.

4. Allied does the billing and collection for all solid waste services provided by Allied in the City and then remits to the City certain franchise and other fees based on its collections.

5. For purposes of this Agreement, the term “Single-Family” has the same meaning provided for the

term in the Franchise Agreement.

6. As authorized by City Council Resolution, the City Manager has the authority to approve the following credit structure agreed to by Allied in this Agreement, in a form approved by the City Attorney, as a full and final resolution and settlement of claims the City may have against Allied arising from or related to the service disruptions for Allied's Single-Family customers in the City during the Dispute Period.

AGREEMENT AND RELEASE

NOW THEREFORE, the City and Allied agree as follows:

1. Single-Family Customer Credits to be Provided.

For all Single-Family customers in the City, Allied will credit each of these customers for the collection services portion of their bills (which is a separate service component from the processing and disposal of solid waste, recyclables, and organics—and which later service component was provided to all Single-Family customers even though the collection of these materials was delayed) in the amounts detailed in Exhibit A, Table 1.

The estimated credit to Single-Family customers for base scheduled service is \$204,292.63 as calculated in Exhibit A. Where applicable, the credits provided to an individual customer will include additional cans and backyard service credit consistent with the adjustment schedule provided in Exhibit A. Customers who deducted the anticipated credit will be credited for any late fees assessed by Allied Waste.

Allied will commence processing Single-Family customer credits starting with Allied's billing cycle on March 28, 2026 and continue until all Single-Family customers who were subscribing to Allied's services during the month of July 2025 have received the agreed-upon credits. All credits will be provided to Single-Family customers no later than May 30, 2026.

2. Reimbursement of City Costs.

In addition to providing retail customer credits described in this Agreement, Allied will reimburse the City for its costs related to the July service interruptions, in the agreed amount of \$25,000. Allied will pay this amount to the City through the monthly franchise reconciliation process in the month following the City's signature on this Agreement.

3. Resolution of Claims Relating to Single-Family Customer Credits Only.

The City agrees to release and discharge Allied and its affiliates from any claims arising from or related to the collection service disruptions that occurred in the City during the Dispute Period, including but not limited to any claims for liquidated damages, other fees, or breach of the Franchise Agreement, arising from

or related to the service disruptions during the Dispute Period, for Single-Family customers only.

The City and Allied acknowledge that this Agreement represents a settlement and release of all claims related to the service disruptions during the Dispute Period for Single-Family customers only and the above-described credits allowed on Allied's billings and agree that the parties' performance under this Agreement is not to constitute or be interpreted as an admission of any liability or wrongdoing whatsoever by any party to this Agreement.

This Agreement does not resolve the pending dispute between the City and Allied over the proper level of credits for Commercial, Multi-Family, and Residential (as defined in the Franchise Agreement), excepting Single Family, customers in the City. However, the parties have agreed not to delay the provision of the agreed credits to Single-Family customers while the City and Allied continue their discussions over credits to Commercial and Multi-Family customers in the City. The City and Allied agree to continue such discussions in good faith.

4. Entire Agreement.

This Agreement, including the recitals, constitutes the entire agreement and understanding of the City and Allied and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Each Party acknowledges that in entering into this Agreement, it has not relied on any promise, representation, or warranty not contained in this Agreement.

EACH OF THE PARTIES CERTIFIES THAT IT HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO EACH OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS. EACH SIGNATORY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTY FOR WHICH HE OR SHE EXECUTED THE AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

Signature Block:

Republic Services: _____

City of Newark: _____

Exhibit A

Residential Calculations

Regular Container Size	Monthly Rate	Disposal Cost	Franchise Fee on Disposal	Monthly Charge without Disposal	2-Week Credit (Customer Facing)	Customer Quantity	Estimated Total Credit
20g	\$40.65	\$8.73	\$2.18	\$29.74	\$13.74	964	\$13,242.00
32g	\$45.16	\$9.70	\$2.42	\$33.04	\$15.26	6,995	\$106,747.52
64g	\$79.99	\$17.18	\$4.29	\$58.52	\$27.03	1,857	\$50,195.38
96g	\$114.80	\$24.65	\$6.16	\$83.99	\$38.79	202	\$7,836.27
							\$178,021.18

Life Line/ Senior Container Size	Monthly Rate	Disposal Cost	Franchise Fee on Disposal	Monthly Charge without Disposal	2-Week Credit (Customer Facing)	Customer Quantity	Estimated Total Credit
20g	\$34.54	\$7.42	\$1.85	\$25.27	\$11.67	492	\$5,742.53
32g	\$38.40	\$8.25	\$2.06	\$28.09	\$12.98	1,223	\$15,869.89
64g	\$67.99	\$14.60	\$3.65	\$49.74	\$22.98	187	\$4,296.38
96g	\$97.56	\$20.95	\$5.24	\$71.37	\$32.97	11	\$362.64
							\$26,271.45

Backyard Service	Monthly Rate	Disposal Cost	Franchise Fee on Disposal	Monthly Charge without Disposal	2-Week Credit (Customer Facing)
20g	\$60.96	\$13.09	\$3.27	\$44.60	\$20.60
20g (Lifeline/Senior)	\$51.80	\$11.12	\$2.78	\$37.90	\$17.50
32g	\$67.74	\$14.55	\$3.64	\$49.56	\$22.89
32g (Lifeline/Senior)	\$57.56	\$12.36	\$3.09	\$42.11	\$19.45
64g	\$120.00	\$25.77	\$6.44	\$87.79	\$40.55
64g (Lifeline/Senior)	\$101.99	\$21.90	\$5.47	\$74.62	\$34.46
96g	\$172.19	\$36.97	\$9.24	\$125.97	\$58.19
96g (Lifeline/Senior)	146.35	\$31.42	\$7.86	\$107.07	\$49.45

Extra Solid Waste Cart	Monthly Rate	Disposal Cost	Franchise Fee on Disposal	Monthly Charge without Disposal	2-Week Credit (Customer Facing)
32g	\$27.11	\$5.82	\$1.46	\$19.83	\$9.16
64g	\$47.97	\$10.30	\$2.58	\$35.09	\$16.21
96g	\$68.81	\$14.77	\$3.69	\$50.34	\$23.25
32g (Backyard)	\$40.66	\$8.73	\$2.18	\$29.75	\$13.74
64g (Backyard)	\$71.96	\$15.45	\$3.86	\$52.65	\$24.32
96g (Backyard)	\$103.25	\$22.17	\$5.54	\$75.54	\$34.89

Extra Yardwaste Cart	Monthly Rate	Processing Cost	Franchise Fee on Processing	Monthly Charge without Disposal	2-Week Credit (Customer Facing)
64g	\$11.29	\$2.42	\$0.61	\$8.26	\$3.82
64g (Backyard)	\$40.66	\$8.73	\$2.18	\$29.75	\$13.74

Extra Recycle Cart	Monthly Rate	Processing Cost	Franchise Fee on Processing	Monthly Charge without Disposal	2-Week Credit (Customer Facing)
64g	\$6.79	\$1.46	\$0.36	\$4.97	\$2.29
64g (Backyard)	\$40.66	\$8.73	\$2.18	\$29.75	\$13.74

Allied's credits will include the City's franchise fees on the amounts credited by Allied and the City agrees to forego its fees on the credit amounts.



CITY OF
NEWARK

Waste Collection Service Disruption Credit

City Council Meeting
February 26, 2026



Waste Collection Service Disruption Credit

City Council: February 26, 2026

Background

- A labor dispute disrupted waste collection services in Newark from July 8 through July 18, 2025
 - Recycling and Organics not collected
 - MSW collection significantly delayed
- Several other Bay Area municipalities were affected



Waste Collection Service Disruption Credit

City Council: February 26, 2026

Proposed Settlement

- Credit to Single-Family Residential Customers
 - Covers two-week cost of collection for 3-streams (\$15.26)
 - Does not cover the cost of disposal
 - Does not cover Commercial or Multi-Family
- Reimbursement to City for Disruption-Related Costs



Waste Collection Service Disruption Credit

City Council: February 26, 2026

Recommendation

Staff recommends that Council adopt a resolution to authorize the City Manager to execute a side-letter agreement with Allied Waste Services of North America LLC, requiring Allied to provide a credit to all residential customers for the disruption of waste collection services during July 2025, and a reimbursement to the City for disruption-related costs.



CITY OF
NEWARK

Questions and Comments



STAFF REPORT

Item F. 2.

DATE 02/26/2026
TO Honorable Mayor and City Council Members
FROM Oscar Carrillo, Community Preservation Manager
SUBJECT Community Preservation Update Informational Report

The Community Preservation Division is responsible for enforcing the provisions of the Newark Municipal Code. Its mission is to ensure compliance through intervention, education, and enforcement. Community Preservation is committed to partnering with the community to uphold neighborhood property maintenance standards, preserve property values, and foster a healthy, aesthetically pleasing community to live, work, and play.

Staff will present an overview of community preservation's work, emphasizing its process, jurisdiction, and key challenges. Staff will also highlight recent accomplishments and service improvements and provide an overview of upcoming initiatives.

Attachments

Community Preservation Update Presentation



CITY OF
NEWARK

Community Preservation Overview and Update

City Council Meeting
February 26, 2026

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



Overview

- Mission
- Team
- Our Work
- Process
- Challenges
- Data
- Accomplishments
- Looking Ahead
- Q & A





Mission Statement

The Community Preservation Division is responsible for enforcing the provisions of the Newark Municipal Code. To fulfill this duty, we ensure compliance through intervention, education, and enforcement. We are committed to partnering with the community to uphold neighborhood property maintenance standards, with the goal of preserving property values and fostering a healthy, aesthetically pleasing community to live, work, and play.





Our Team



Oscar Carrillo
Community
Preservation
Manager



Vacant
Community
Preservation
Specialist



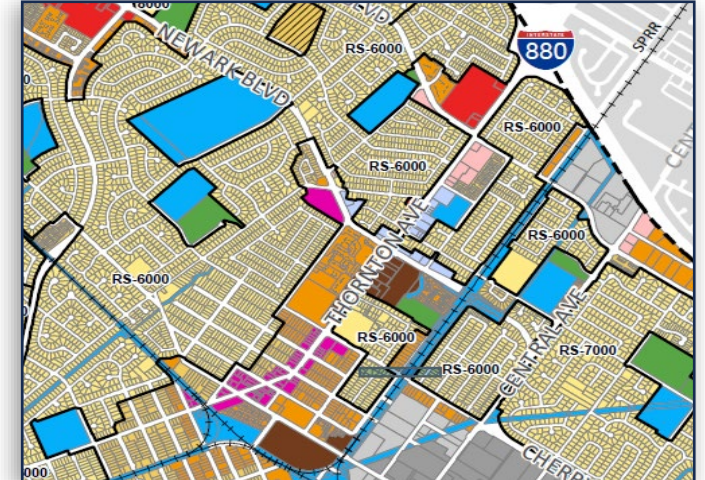
Shama Khan
Community
Preservation
Specialist



What We Do

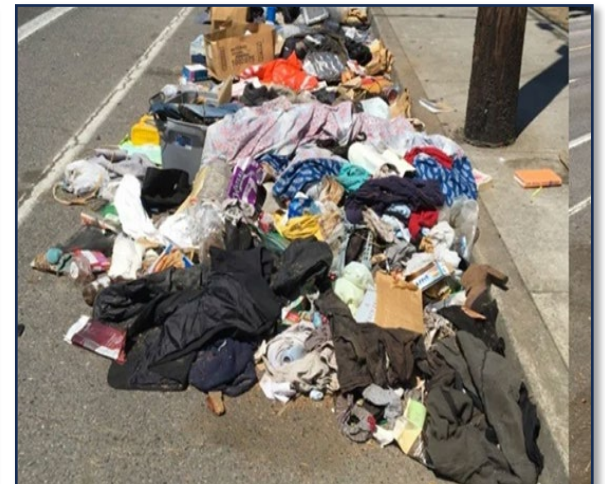
We enforce various Newark Municipal Codes that regulate private property.

- Blight
- Land Use
- Substandard Housing
- Unpermitted Construction



What We Don't Do

- Vehicle Abatement
- Disturbances of the Peace
- Sidewalk Maintenance
- Illegal Dumping on the Public Right-of-Way



Process

- Intake
- Investigation
- Education
- Noticing
- Enforcement
- Resolution



Intake and Investigation



Complexities



Responsible Party

- Deceased Owners
- Personal Issues
- Mental Health Issues
- Financial Issues



Evidence

- 4th Amendment
- Right to Privacy
- Inspection Warrant



Due Process

- Appeals
- Administrative Remedies
- Abatements
- Other Legal Considerations

Staffing Challenges

- **Vacancy**
 - Mid-2025
 - Working at 50% staffing
- **Reclassification**
 - Specialist I/II
- **Current Recruitment Update**
- **Priority is to ensure the stability required to maintain the increasing demand for services.**



Staffing Success

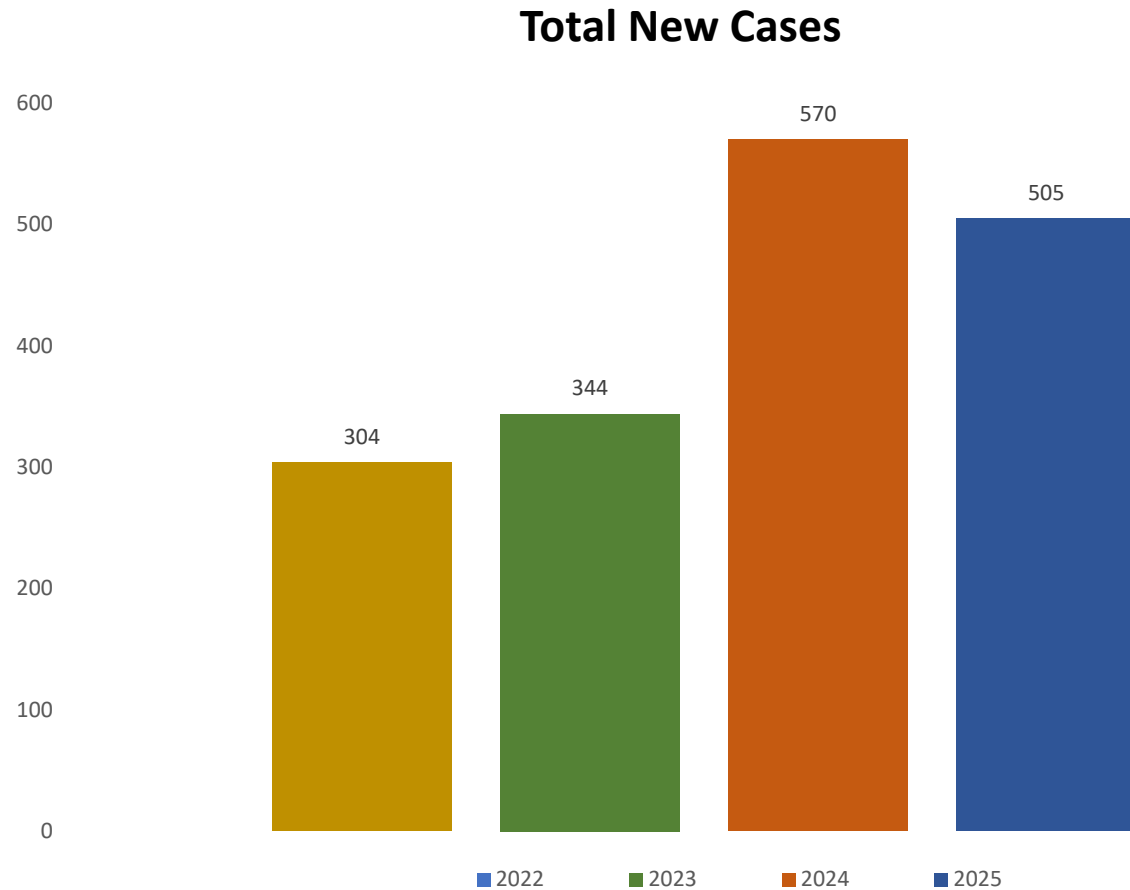
- **Specialist I/II**
 - **Entry-level role for early-career staff**
 - **Journey-level role for experienced staff**
 - **Strengthen internal career development**
 - **Wider recruitment flexibility**
 - **Competitive salary ranges**
- **February 2026 Recruitment**
 - **Onboarding end of March**





Workload

- Moderate growth from 2022 to 2023
- Significant spike in 2024 (+66%)
- Slight stabilization in 2025
- Trend suggests an increasing demand for enforcement

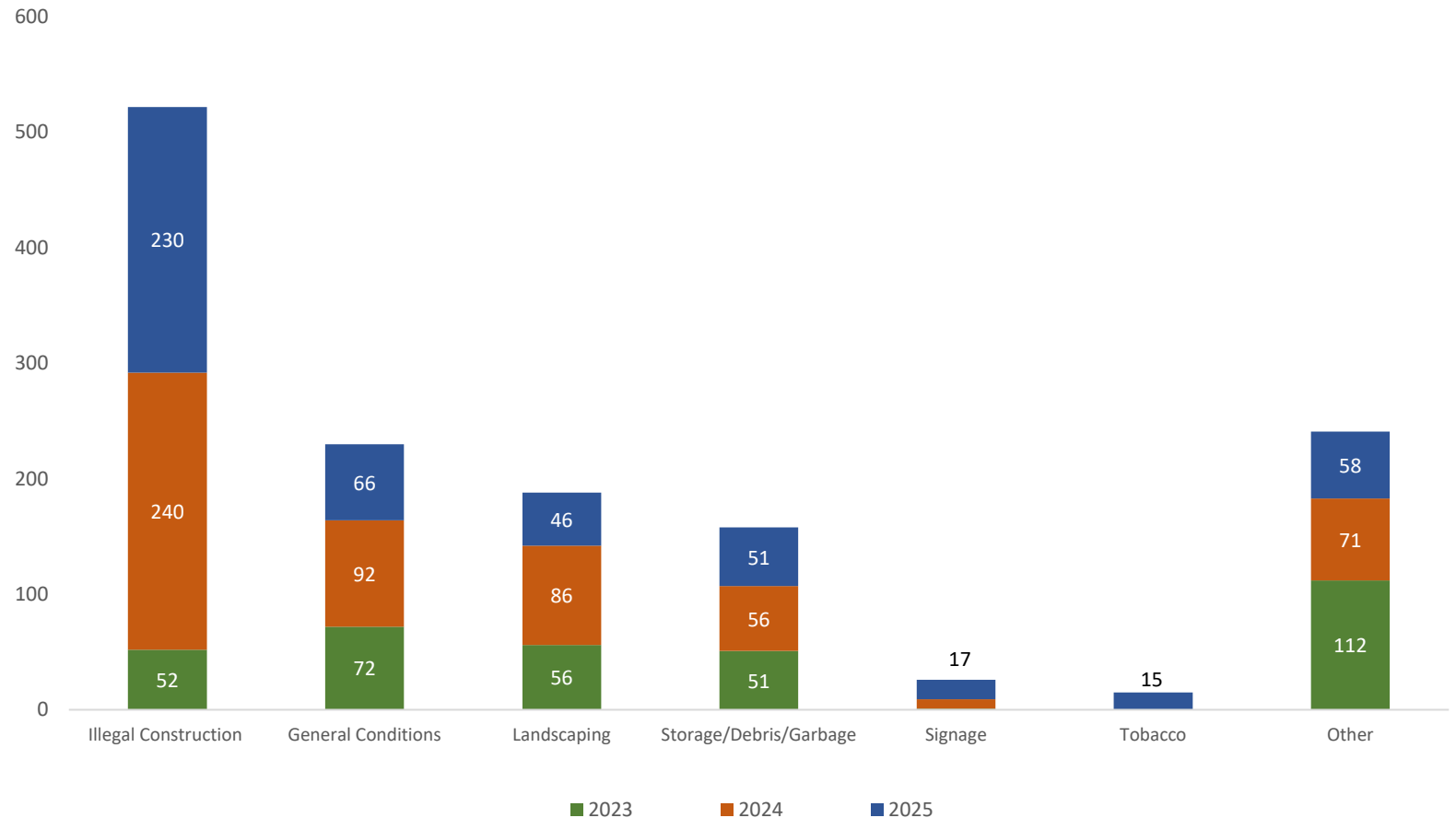




Case Types 2023-2025

- **Illegal construction cases made up 45% and 51% of new cases in 2024 and 2025.**
- **Tobacco and Signage cases are an emerging category**

Primary Drivers of New Cases (2023-2025)

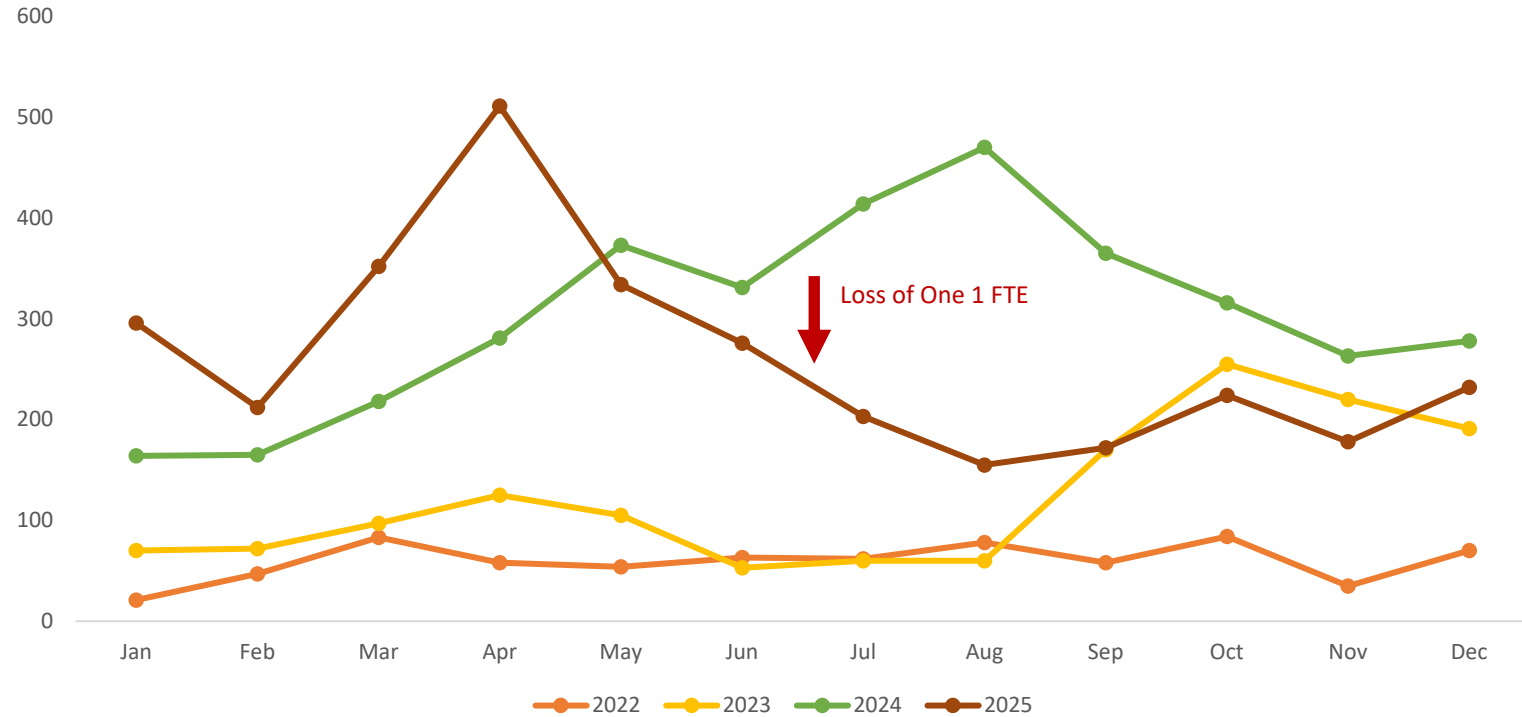




Code Enforcement Actions

- Actions are any activity taken in a case: inspections, phone calls, emails, or notices are examples.
- Total case actions increased significantly from 2023 to 2024, with a slight decrease in 2025.
- Lost one staff member mid-2025.
- Activity remained strong due to coverage by remaining staff.

Monthly Case Actions (2022-2025)



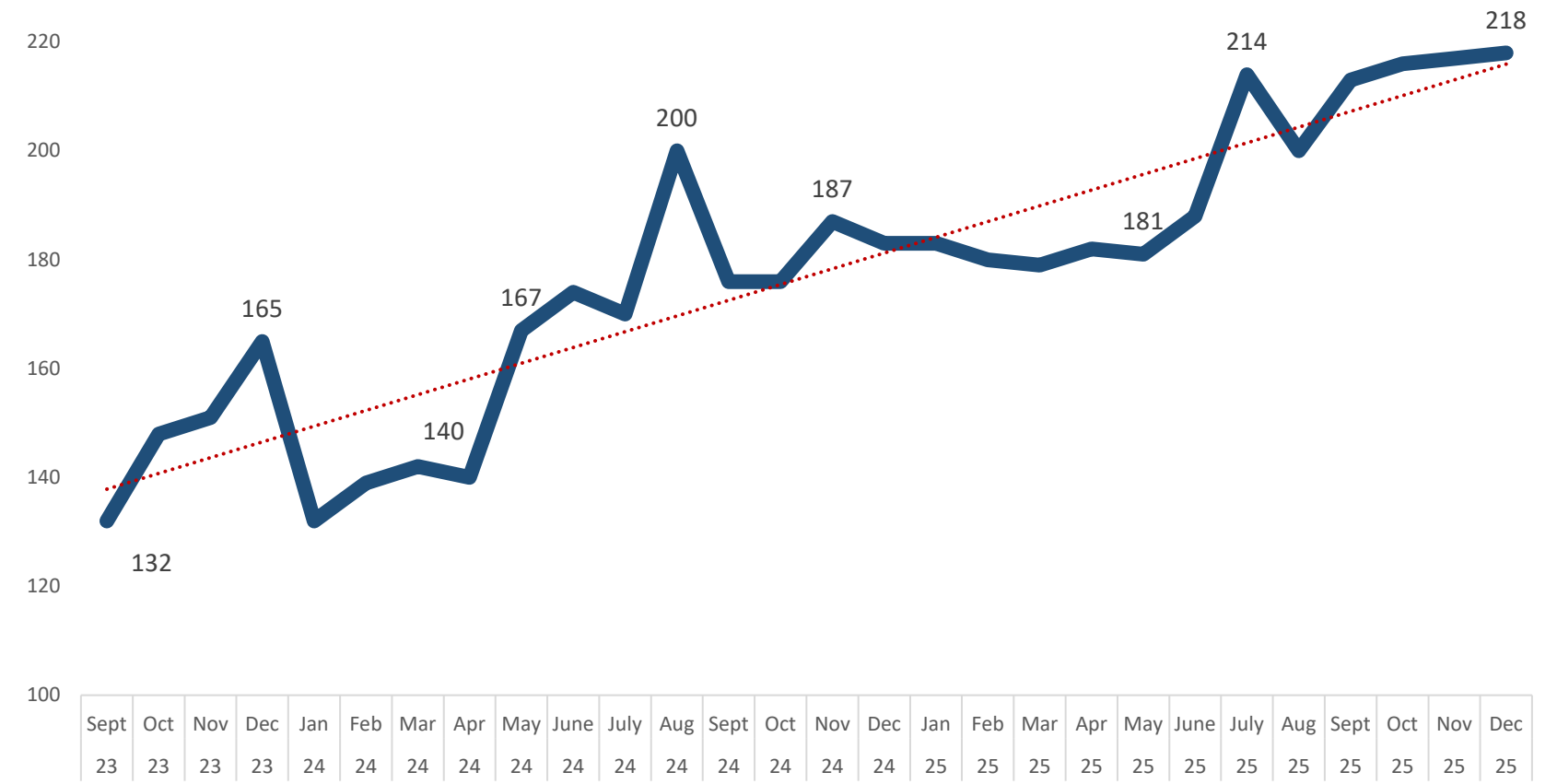
Year	2022	2023	2024	2025
Total	713	1478	3638	3145



Active Cases

- Count taken at the start of every month
- Steady increase since late 2023
- 65% increase over this period
- Average caseload per position increased from 66 to 109

Number of Active Cases



Tobacco Retail License

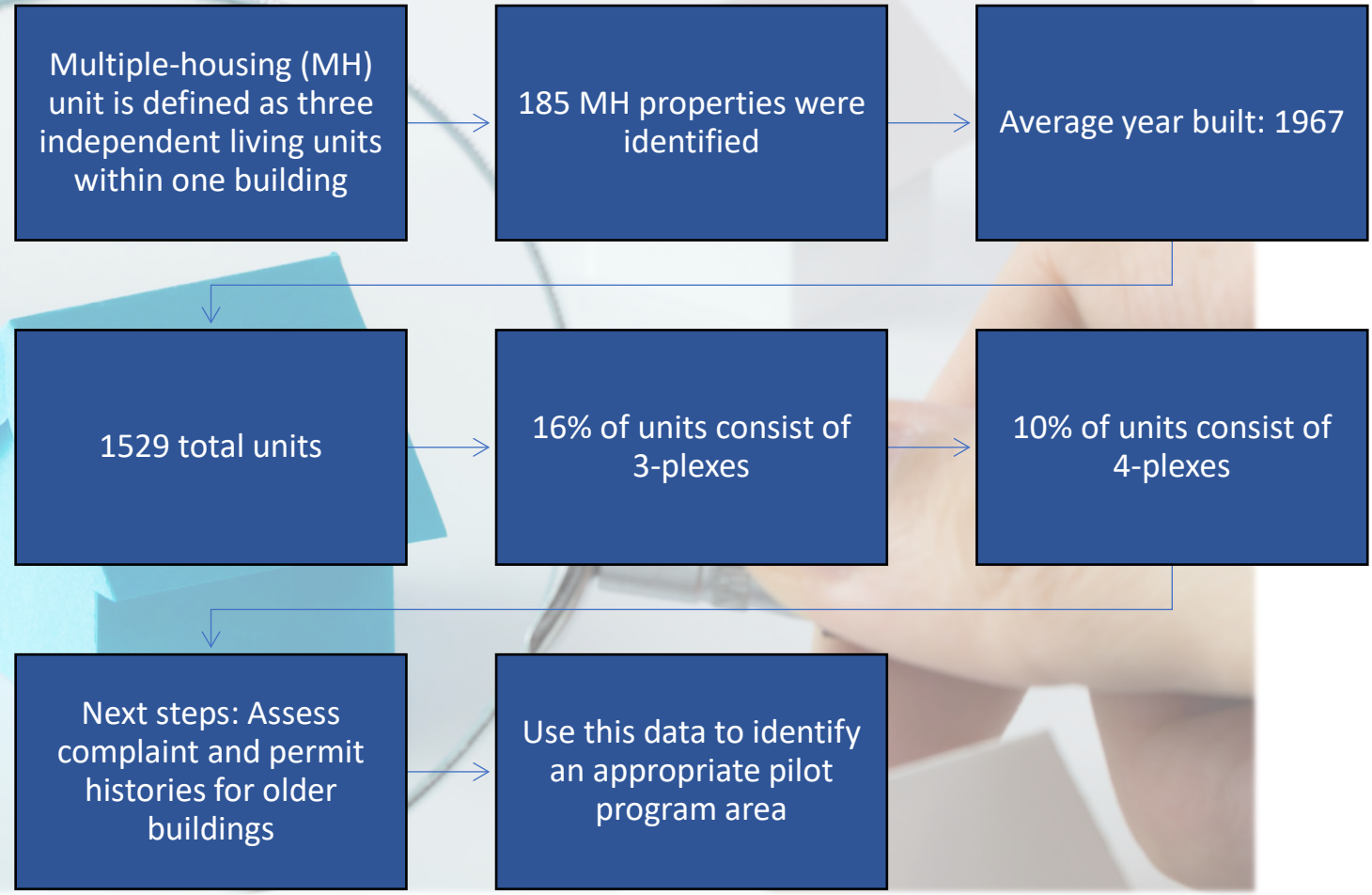
- 36 Tobacco retailers
- 9 citations issued
- Targeted operations in October resulted in 4 license suspensions
- CDTFA seized over 50 banker boxes of illegal products





Rental Inspection Pilot Program

A proactive rental inspection program can increase compliance with housing regulations, improve our community's quality of life, and protect our residents' health and safety.





Rental Inspection Pilot Launch

- Pilot area has been preliminarily chosen
- Outreach to commence in March
 - Provide an opportunity to personally meet with the property owners
 - Notify impacted tenants prior to inspections
- Inspections are expected to begin in April



Community Survey

- ETC Institute conducted a resident survey during Fall 2025
- Since 2023, the satisfaction levels of:
 - Enforcement of maintenance of residential properties increased by 11.3%
 - Overall enforcement of city codes and ordinances increased by 10.8%
 - Overall professionalism of code enforcement officers increased by 10.4%



Proactive Work



Illegal Dumping



Graffiti



Encampments

Looking Ahead



Municipal Code Updates



State of
Disrepair



Overgrown
Vegetation



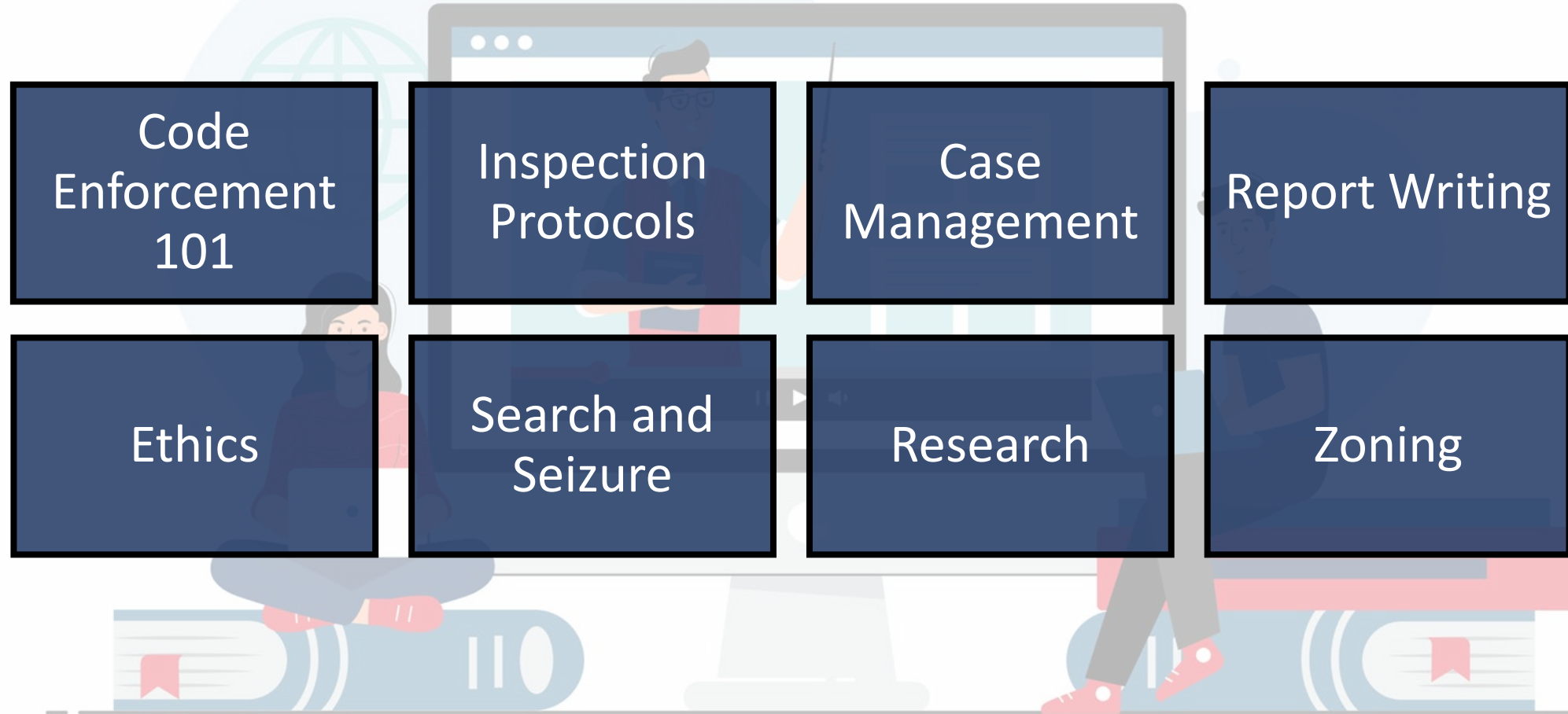
Title 7
Cleanup



Housing
Code
Updates



Code Inspector Academy



Officer Safety

Situational Awareness

Body Language

De-escalation

Mental Health

Encampments

Hoarding

Environmental Hazards





Thank You

Questions?

David W. Smith
CITY HALL