



AGENDA

REGULAR JOINT MEETINGS

* * *

CLAYTON CITY COUNCIL and OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

* * *

TUESDAY, January 4, 2022

7:00 P.M.

***** NEW LOCATION*****

This meeting is being held in accordance with AB 361, given the proclaimed state of emergency and the Contra Costa County Health Officer's recommendation for social distancing for public meetings, which is also consistent with Cal OSHA requirements for social distancing, the City Council will be participating in meetings via phone/video conferencing. The public is invited to watch and participate via the methods listed below:

Mayor: Peter Cloven
Vice Mayor: Holly Tillman

Council Members

Jim Diaz
Jeff Wan
Carl Wolfe

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review on the City's website at www.claytonca.gov
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.claytonca.gov
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7300.

Instructions for Virtual City Council Meeting – January 4

To protect our residents, officials, and staff, and aligned with the Governor’s executive order to Shelter-at-Home, this meeting is being conducted utilizing teleconferencing means consistent with State order that that allows the public to address the local legislative body electronically.

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register:

https://us02web.zoom.us/webinar/register/WN_06q0GcosRnmvy4dNOutGlw

After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click “Register”, which will approve your registration and a new URL to join the meeting will appear.

Phone-in: Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial Telephone: 877 853 5257 (Toll Free)

2. using the *Webinar ID* and *Password* found in the e-mail.

E-mail Public Comments: If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at janetc@claytonca.gov by 5 PM on the day of the City Council meeting. All E-mail Public Comments will be forwarded to the entire City Council.

For those who choose to attend the meeting via videoconferencing or telephone shall have 3 minutes for public comments.

Location:

Videoconferencing Meeting (this meeting via teleconferencing is open to the public)

To join this virtual meeting on-line click here:

https://us02web.zoom.us/webinar/register/WN_06q0GcosRnmvy4dNOutGlw

To join on telephone, you must register in the URL above, which sends an e-mail to your inbox, and then dial (877) 853-5257 using the *Webinar ID* and *Password* found in the e-mail.

*** CITY COUNCIL ***

January 4, 2022

1. **CALL TO ORDER AND ROLL CALL** – Mayor Cloven.

2. **MEETING PROTOCOL VIDEO**– City Clerk

3. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

4. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by one single motion of the City Council. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question, discussion or alternative action may request so through the Mayor.

- (a) Approve the minutes of the City Council's regular meeting of December 7, 2021. (City Clerk) ([View here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View here](#))
- (c) Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361. (City Manager) ([View here](#))
- (d) Approve a Resolution Authorizing the Fourth Amendment to an Existing Agreement with Harris & Associates for Professional Engineering Services. (City Manager) ([View here](#))
- (e) Fourth Quarter April, May, June Ending June 30, 2021 FY 2020/21 Investment Portfolio Report – Corrected Report. (Finance Director) ([View here](#))
- (f) Resolution Approving Construction Change Order in the Amount of \$128,746.22 Submitted by J.J.R. Construction, Inc.; Amending Agreement with Harris & Assoc. for an Increase of \$15,810 for Design, Inspection and Construction Management Services; and Approving Re-Allocation of \$144,556.22 from the Neighborhood Pavement Preservation Project (CIP 10449) to the City of Clayton Curb Ramp Improvement Project (CIP 10453) to Fund the Increases for a Revised Total Project Cost of \$498,444.22. (City Engineer) ([View here](#))

5. **RECOGNITIONS AND PRESENTATIONS** – None.

6. REPORTS

- (a) City Manager/Staff
- (b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Determination of Council Committee Assignments for 2022. (Mayor Cloven)
([View here](#))
- (b) Discussion and Direction to Staff Regarding Potential “Hero Pay”.
(City Manager) ([View here](#))
- (c) Progress Report on 6th Cycle Housing Element Update and Discussion and Direction to Staff on Draft Housing Element Goals. (Community Development Director) ([View here](#))

10. CLOSED SESSION

- (a) Government Code Section 54957.6
Conference with Labor Negotiators
Agency-designated representatives: Mayor Cloven and Vice Mayor Tillman
Unrepresented employee: City Manager

11. COUNCIL ITEMS – limited to Council requests and directives for future meetings.

12. ADJOURNMENT - the next regularly scheduled City Council meeting will be January 18, 2022.

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
January 4, 2022

1. CALL TO ORDER AND ROLL CALL – Chair Diaz.

2. PUBLIC COMMENTS

Members of the public may address the District Board members on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate the recording, assure an orderly meeting and provide an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the Board.

3. CONSENT CALENDAR

Consent Calendar items are typically routine in nature and are considered for approval by the Board with one single motion. Members of the Board, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question or input may request so through the Chair.

- (a) Approve the Board of Directors' minutes for its regular meeting December 7, 2021. (Secretary) ([View here](#))
- (b) A Resolution Approving a Third Amendment to an Existing Agreement with Harris & Associates for Engineering Support to the Oakhurst Geological Hazard Abatement District. (City Manager) ([View here](#))

4. PUBLIC HEARINGS - None.

5. ACTION ITEMS – None.

6. BOARD ITEMS – limited to requests and directives for future meetings.

7. ADJOURNMENT – the next meeting of the GHAD Board of Directors will be scheduled as needed.

MINUTES

OF THE REGULAR MEETING CLAYTON CITY COUNCIL

TUESDAY, December 7, 2021

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:00 p.m. by Mayor Wolfe on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Wolfe, Vice Mayor Cloven, and Councilmembers Diaz, Tillman, and Wan. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

2. **MEETING PROTOCOL VIDEO** – City Manager.

3. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

4. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Vice Mayor Cloven, to approve the Consent Calendar items 4(a) – 4 (i) as submitted. (Passed 5-0).

 - (a) Approved the minutes of the City Council's regular meeting of November 16, 2021 and the City Council's special meetings of November 29, 2021 and November 30, 2021. (City Clerk)
 - (b) Approved the Financial Demands and Obligations of the City. (Finance)
 - (c) Adopted a Resolution No. 68-2021 of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361. (City Manager)
 - (d) Adopted Ordinance No. 492 to Amend Clayton Municipal Code Section 17.36.080 and Chapter 17.95 entitled "Medical and Adult-use Cannabis Regulations" Relating to Cultivation of Cannabis for Personal Use (ZOA-01-2021). (Community Development Director)
 - (e) Adopted Ordinance No. 493 Establishing Bidding Procedures in Accordance with the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.). (Community Development Director)
 - (f) Adopted Resolution No. 69-2021 Approving the 2021 Hazard Mitigation Plan, and Authorize Emergency Planning Consultants to Forward the Signed Resolution of Approval to FEMA for Issuance of a Final Letter of Approval. (City Manager)
 - (g) Approved the National Opioid Litigation and Authorization to Participate in Settlement Agreements Arising from the Litigation. (City Attorney)
 - (h) Approved Cancellation of the Regular Meeting of the Clayton City Council on December 21, 2021. (City Manager)

- (i) Received and Filed a Letter to District Attorney Diana Becton Regarding Concerns Over the Increase of Large-Scale Retail Thefts and Property Crimes in the Bay Area.
(City Manager)

5. **RECOGNITIONS AND PRESENTATIONS** – None.

6. **ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL**

- (a) Election of Mayor by the City Council
[Mayor Wolfe, to conduct the election]

Mayor Wolfe opened public comment.

Chris Wilder representing Supervisor Mitchoff's office thanked the City Council for their service this past year.

Wendy Moore thanked the City Council for their dedication to the Clayton community.

Mayor Wolfe closed public comment.

Mayor Wolfe opened the nominations for Mayor. Councilmember Diaz nominated Jeff Wan for the office of Mayor.

Councilmember Tillman then nominated Peter Cloven for the office of Mayor.

Mayor Wolfe performed a roll call vote for the position of Mayor.

On call by Mayor Wolfe, the election of Jeff Wan as Mayor failed. (Failed 2-3 vote; Cloven, Tillman and Wolfe, No).

On call by Mayor Wolfe, the election of Peter Cloven as Mayor passed. (Passed 3-2 vote; Diaz and Wan, No).

- (b) Election of Vice Mayor by the City Council
[Newly-elected Mayor to conduct the election]

Mayor Cloven opened nominations for Vice Mayor. Councilmember Wolfe nominated Holly Tillman for the position of Vice Mayor. There were no other nominations and Mayor Cloven closed the nominations.

Ernie DeTrinidad congratulated Mayor Cloven and Vice Mayor Tillman on their election.

Frank Gavidia expressed his dissatisfaction with the Mayor and Vice Mayor election this evening.

Bassam Altwal expressed his dissatisfaction with the previous public speaker.

AJ Chippero agreed with the previous public speaker.

Sandra Mazza expressed her shock at the interactions between the City Council members this evening.

Scott Denslow expressed his dissatisfaction with Councilmembers Diaz and Wan.

Dee Vieira thanked Councilmember Wolfe for his service and congratulated Mayor Cloven and Vice Mayor Tillman on their election.

Rachel Levy thanked Councilmember Wolfe for his service and congratulated Mayor Cloven and Vice Mayor Tillman on their election.

Edward Hartley thanked Councilmember Wolfe for his service and congratulated Mayor Cloven and Vice Mayor Tillman on their election. He requested the City Council work together.

Mayor Cloven closed public comment.

On call by Mayor Cloven, the election of Holly Tillman as Vice Mayor passed. (Passed 4-1 vote; Wan, No).

- (c) Recognitions and remarks by new Mayor and Council Members.

Vice Mayor Tillman thanked Councilmember Wolfe for his nomination. She is looking forward to bringing the community together.

Mayor Cloven thanked Councilmember Wolfe for his service as Mayor and is looking forward to serving as Mayor in 2022. Mayor Cloven also requested kindness and respect to one another between the City Council and public comment.

7. REPORTS

- (a) City Manager/Staff

City Manager Reina Schwartz provided a brief report regarding the Clayton Cares program noting 11 applications have been processed consisting of 2 individual and 9 business, and about a dozen more for review. Disbursements to go out around December 17, 2021.

- (b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Diaz announced today is the 80th Anniversary of the Attack on Pearl Harbor, met and made a presentation to a former Navy Pilot Louis Pat Patterson of Danville on his 100th birthday, attended the Morgan Territory Community Association meeting, attended the East Bay Regional Communications Systems Authority meeting, and met with the City Manager and Police Chief.

Councilmember Wolfe met with the City Manager regarding the Pine Hollow Road improvement Project, attended the Clayton Business and Community Association meeting, attended the Clayton Business and Community Association Tree Lighting event, attended the Contra Costa County Mayors' Conference, met with central Contra

Costa County Mayors' with District Attorney Diane Becton regarding the prosecution levels with recent smash and grabs, attended Clayton City Council Closed Session and Special meetings, wrote newspaper articles, responded to constituent emails, and will be attending the East Contra Costa County Habitat Conservancy. He also thanked everyone for their kind words and the current City Council.

Councilmember Wan indicated the City Council received a letter from the Clayton Police Officers Association president detailing their work during the pandemic requesting consideration of supplemental pay recognizing the work that has been done.

Councilmember Diaz also requested City Council also consider City Staff for supplemental pay.

Vice Mayor Tillman attended East Bay Philanthropy awards event hosted by Opportunity Junction, attended the Clayton Business and Community Association general membership meeting, met with the City Manager, spoke to several people regarding the American Rescue Plan Funding program, and met with other local elected from surrounding cities.

Mayor Cloven attended the Contra Costa County Hazardous Materials Commission, attended the Contra Costa County Mayors' Conference, attended the Clayton Business and Community Association Tree Lighting event, met with central Contra Costa County Mayors with District Attorney Diane Becton regarding the prosecution levels with recent smash and grabs, and spoke to several people regarding the American Rescue Plan Funding program.

8. PUBLIC COMMENT ON NON - AGENDA ITEMS

Wendy Moore announced upcoming events hosted by the Clayton Business and Community Association in 2021 and 2022.

Sandra Mazza promoted support of the renaming of Mount Diablo to Tuyshtak, meaning "at the dawn of time".

Ernie DeTrinidad encouraged the City Council work together as a group.

Scott Denslow provided a brief history of Mount Diablo and supported the renaming of Mount Diablo to Tuyshtak.

Mayor Cloven closed public comment.

9. PUBLIC HEARINGS – None.

10. ACTION ITEMS – None.

11. CLOSED SESSION – None.

12. COUNCIL ITEMS

Councilmember Diaz requested a presentation of Cemex regarding a recent incident and requested a future agenda item considering use of American Rescue Plan Funds to be considered for Clayton Police and City staff.

Councilmember Wan requested a future agenda item considering use of American Rescue Plan Funds to be considered for Clayton Police and City staff.

Vice Mayor Tillman requested a future item to updated the City Council Policies and Procedures. She also requested a poll of City Staff regarding their working relationship with City Council.

13. ADJOURNMENT— on call by Mayor Cloven, the City Council adjourned its meeting at 8:18 p.m.

The next regularly scheduled meeting of the City Council will be January 4, 2022.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Peter Cloven, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KATHERINE KORSAK, FINANCE DIRECTOR

DATE: 01/04/2022

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

It is recommended the City Council, by minute action, approve the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

| Attached Report | Purpose | Date | Amount |
|--|------------------|----------------|---------------|
| Paid prior to meeting - Obligations Report | Accounts Payable | 12/14/2021 | \$ 103,000.00 |
| Paid prior to meeting - Obligations Report | Accounts Payable | 12/21/2021 | \$ 222,073.38 |
| Paid prior to meeting - Obligations Report | Accounts Payable | 12/22/2021 | \$ 1,470.06 |
| Payroll Reconciliation Summary | Payroll, Taxes | 12/17/2021 | \$ 88,141.86 |
| Obligations Report | Accounts Payable | 1/4/2022 | \$ 274,301.10 |
| | | Total Required | \$ 688,986.40 |
| | | | |

Attachments:

1. Invoice Report, dated 12/14/2021 (2 pages)
2. Invoice Report, dated 12/21/2021 (6 pages)
3. Invoice Report, dated 12/22/2021 (1 page)
4. Payroll Reconciliation Summary report PPE 12/17/2021 (1 page)
5. Obligations Report, dated 12/22/2021 (1 page)

City of Clayton
Invoice Report
Clayton Cares Program Checks dated 12/14/2021
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|-----------------------------------|------------|--------------|----------------|--|-------------------|--------------------|---------------------|-------------------|
| Artur Akopyan | | | | | | | | |
| Artur Akopyan | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Artur Akopyan</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Leonard J Cantanzaro | | | | | | | | |
| Leonard J Cantanzaro | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Leonard J Cantanzaro</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Chick Boss | | | | | | | | |
| Chick Boss | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Chick Boss</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Chickadee Beverages, LLC | | | | | | | | |
| Chickadee Beverages, LLC | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Chickadee Beverages, LLC</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Cinco De Mayo Taqueria | | | | | | | | |
| Cinco De Mayo Taqueria | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Cinco De Mayo Taqueria</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Clayton Historical Society | | | | | | | | |
| Clayton Historical Society | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Clayton Historical Society</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Clayton Pioneer | | | | | | | | |
| Clayton Pioneer | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Clayton Pioneer</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Clayton Theatre Company | | | | | | | | |
| Clayton Theatre Company | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Clayton Theatre Company</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Cup O' Jo | | | | | | | | |
| Cup O' Jo | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Cup O' Jo</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Dry Clean USA | | | | | | | | |
| Dry Clean USA | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Dry Clean USA</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Ed's Mudville Grill, Inc | | | | | | | | |
| Ed's Mudville Grill, Inc | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Ed's Mudville Grill, Inc</i> | <u>\$5,000.00</u> | <u>\$0.00</u> | | <u>\$5,000.00</u> |
| Hair by Mindy | | | | | | | | |

City of Clayton
Invoice Report
Clayton Cares Program Checks dated 12/14/2021
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|--|------------|--------------|----------------|---|---------------------|--------------------|---------------------|---------------------|
| Hair by Mindy | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Hair by Mindy</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Jenny D Lashes | | | | | | | | |
| Jenny D Lashes | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Jenny D Lashes</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Joyce Kelly | | | | | | | | |
| Joyce Kelly | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$1,500.00 | \$0.00 | | \$1,500.00 |
| | | | | <i>Totals for Joyce Kelly</i> | <i>\$1,500.00</i> | <i>\$0.00</i> | | <i>\$1,500.00</i> |
| Lenny's Barber Shop & Salon | | | | | | | | |
| Lenny's Barber Shop & Salon | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Lenny's Barber Shop & Salon</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Mathnasium of Clayton | | | | | | | | |
| Mathnasium of Clayton | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Mathnasium of Clayton</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Nails Naturally | | | | | | | | |
| Nails Naturally | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Nails Naturally</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Quality Food Brokers | | | | | | | | |
| Quality Food Brokers | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Quality Food Brokers</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Sweet Peas Floral Designs | | | | | | | | |
| Sweet Peas Floral Designs | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Sweet Peas Floral Designs</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Shelley Thomason | | | | | | | | |
| Shelley Thomason | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$1,500.00 | \$0.00 | | \$1,500.00 |
| | | | | <i>Totals for Shelley Thomason</i> | <i>\$1,500.00</i> | <i>\$0.00</i> | | <i>\$1,500.00</i> |
| TJ Cuts Corporation | | | | | | | | |
| TJ Cuts Corporation | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for TJ Cuts Corporation</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| Valley Cleaners | | | | | | | | |
| Valley Cleaners | 12/14/2021 | 12/14/2021 | ARPA | Clayton Cares Program | \$5,000.00 | \$0.00 | | \$5,000.00 |
| | | | | <i>Totals for Valley Cleaners</i> | <i>\$5,000.00</i> | <i>\$0.00</i> | | <i>\$5,000.00</i> |
| GRAND TOTALS: | | | | | \$103,000.00 | \$0.00 | | \$103,000.00 |

City of Clayton
Invoice Report
(Paid Prior to Meeting)
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|------------|--------------|----------------|--|--------------------|--------------------|---------------------|--------------------|
| Advanced Elevator Solutions, Inc | | | | | | | | |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 7/1/2021 | 44094 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 7/16/2021 | 40084 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 8/1/2021 | 44426 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 9/1/2021 | 44825 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 10/1/2021 | 45189 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 11/1/2021 | 45563 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| Advanced Elevator Solutions, Inc | 12/21/2021 | 12/1/2021 | 45944 | Elevator Service | \$124.00 | \$0.00 | | \$124.00 |
| <i>Totals for Advanced Elevator Solutions, Inc</i> | | | | | <i>\$868.00</i> | <i>\$0.00</i> | | <i>\$868.00</i> |
| All City Management Services, Inc. | | | | | | | | |
| All City Management Services, Inc. | 12/21/2021 | 11/17/2021 | 73226 | School crossing guard svcs 10/31/21-11/13/21 | \$1,389.96 | \$0.00 | | \$1,389.96 |
| <i>Totals for All City Management Services, Inc.</i> | | | | | <i>\$1,389.96</i> | <i>\$0.00</i> | | <i>\$1,389.96</i> |
| ALTEC Industries, Inc. | | | | | | | | |
| ALTEC Industries, Inc. | 12/21/2021 | 12/14/2021 | 50895485 | Maint/repairs on boom truck | \$1,256.63 | \$0.00 | | \$1,256.63 |
| <i>Totals for ALTEC Industries, Inc.</i> | | | | | <i>\$1,256.63</i> | <i>\$0.00</i> | | <i>\$1,256.63</i> |
| American Fidelity Assurance Company | | | | | | | | |
| American Fidelity Assurance Company | 12/12/2021 | 12/10/2021 | 6019310 | FSA PPE 12/12/21 | \$128.45 | \$0.00 | | \$128.45 |
| <i>Totals for American Fidelity Assurance Company</i> | | | | | <i>\$128.45</i> | <i>\$0.00</i> | | <i>\$128.45</i> |
| Authorize.net | | | | | | | | |
| Authorize.net | 12/21/2021 | 11/30/2021 | November2021 | Online bankcard gateway fee November 2021 | \$34.45 | \$0.00 | | \$34.45 |
| <i>Totals for Authorize.net</i> | | | | | <i>\$34.45</i> | <i>\$0.00</i> | | <i>\$34.45</i> |
| Bank of America | | | | | | | | |
| Bank of America | 12/21/2021 | 11/30/2021 | November21 | Monthly svc chg November 2021 | \$258.91 | \$0.00 | | \$258.91 |
| <i>Totals for Bank of America</i> | | | | | <i>\$258.91</i> | <i>\$0.00</i> | | <i>\$258.91</i> |
| Bay Area News Group | | | | | | | | |
| Bay Area News Group | 12/21/2021 | 11/30/2021 | 1317031 | Legal ad November 2021 | \$404.20 | \$0.00 | | \$404.20 |
| <i>Totals for Bay Area News Group</i> | | | | | <i>\$404.20</i> | <i>\$0.00</i> | | <i>\$404.20</i> |
| Best Best & Kreiger LLP | | | | | | | | |
| Best Best & Kreiger LLP | 12/21/2021 | 12/5/2021 | 922473 | Legal svcs November 2021 | \$9,938.00 | \$0.00 | | \$9,938.00 |
| Best Best & Kreiger LLP | 12/21/2021 | 12/5/2021 | 922474 | PD Legal svcs November 2021 | \$1,903.00 | \$0.00 | | \$1,903.00 |
| Best Best & Kreiger LLP | 12/21/2021 | 12/5/2021 | 922475 | Project Legal svcs November 2021 | \$728.00 | \$0.00 | | \$728.00 |
| Best Best & Kreiger LLP | 12/21/2021 | 12/5/2021 | 922476 | Labor/Empl Legal svcs November 2021 | \$207.60 | \$0.00 | | \$207.60 |
| Best Best & Kreiger LLP | 12/21/2021 | 12/5/2021 | 922477 | Code Enf Legal svcs November 2021 | \$6,775.70 | \$0.00 | | \$6,775.70 |
| <i>Totals for Best Best & Kreiger LLP</i> | | | | | <i>\$19,552.30</i> | <i>\$0.00</i> | | <i>\$19,552.30</i> |
| CA Department of Justice | | | | | | | | |
| CA Department of Justice | 12/21/2021 | 12/3/2021 | 551067 | Fingerprinting November 2021 | \$49.00 | \$0.00 | | \$49.00 |

City of Clayton
Invoice Report
(Paid Prior to Meeting)
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|--|------------|--------------|----------------|---|--------------------|--------------------|---------------------|--------------------|
| <i>Totals for CA Department of Justice</i> | | | | | <i>\$49.00</i> | <i>\$0.00</i> | | <i>\$49.00</i> |
| CalPERS Retirement | | | | | | | | |
| CalPERS Retirement | 12/21/2021 | 12/12/2021 | 121221 | Retirement PPE 12/12/21 | \$17,944.87 | \$0.00 | | \$17,944.87 |
| <i>Totals for CalPERS Retirement</i> | | | | | <i>\$17,944.87</i> | <i>\$0.00</i> | | <i>\$17,944.87</i> |
| Cintas Corporation | | | | | | | | |
| Cintas Corporation | 12/21/2021 | 12/2/2021 | 4103537233 | PW uniforms through 12/2/21 | \$59.91 | \$0.00 | | \$59.91 |
| <i>Totals for Cintas Corporation</i> | | | | | <i>\$59.91</i> | <i>\$0.00</i> | | <i>\$59.91</i> |
| Cintas Fire Protection | | | | | | | | |
| Cintas Fire Protection | 12/21/2021 | 12/14/2021 | OF44764780 | EH Fire extinguisher service | \$631.64 | \$0.00 | | \$631.64 |
| Cintas Fire Protection | 12/21/2021 | 12/14/2021 | OF44764920 | Library Fire extinguisher service | \$244.98 | \$0.00 | | \$244.98 |
| Cintas Fire Protection | 12/21/2021 | 12/14/2021 | OF44764909 | CH Fire extinguisher service | \$929.30 | \$0.00 | | \$929.30 |
| Cintas Fire Protection | 12/21/2021 | 12/14/2021 | OF44764908 | CH Fire extinguisher svc | \$870.57 | \$0.00 | | \$870.57 |
| <i>Totals for Cintas Fire Protection</i> | | | | | <i>\$2,676.49</i> | <i>\$0.00</i> | | <i>\$2,676.49</i> |
| City of Concord | | | | | | | | |
| City of Concord | 12/21/2021 | 12/8/2021 | 91163 | Live scan November 2021 | \$66.00 | \$0.00 | | \$66.00 |
| City of Concord | 12/21/2021 | 12/2/2021 | 90917 | Dispatch svcs January 2022 | \$25,639.87 | \$0.00 | | \$25,639.87 |
| <i>Totals for City of Concord</i> | | | | | <i>\$25,705.87</i> | <i>\$0.00</i> | | <i>\$25,705.87</i> |
| Comcast Business (PD) | | | | | | | | |
| Comcast Business (PD) | 12/21/2021 | 12/1/2021 | 134748097 | PD Internet November 2021 | \$967.42 | \$0.00 | | \$967.42 |
| <i>Totals for Comcast Business (PD)</i> | | | | | <i>\$967.42</i> | <i>\$0.00</i> | | <i>\$967.42</i> |
| Comcast Business | | | | | | | | |
| Comcast Business | 12/21/2021 | 12/5/2021 | 120521 | Internet 12/10/21-1/9/21 | \$396.16 | \$0.00 | | \$396.16 |
| <i>Totals for Comcast Business</i> | | | | | <i>\$396.16</i> | <i>\$0.00</i> | | <i>\$396.16</i> |
| Concord Uniforms | | | | | | | | |
| Concord Uniforms | 12/21/2021 | 12/6/2021 | 18978 | PD uniform | \$342.15 | \$0.00 | | \$342.15 |
| <i>Totals for Concord Uniforms</i> | | | | | <i>\$342.15</i> | <i>\$0.00</i> | | <i>\$342.15</i> |
| Digital Services | | | | | | | | |
| Digital Services | 12/21/2021 | 12/1/2021 | 11999 | IT services 10/12/21-12/1/21 | \$4,095.00 | \$0.00 | | \$4,095.00 |
| <i>Totals for Digital Services</i> | | | | | <i>\$4,095.00</i> | <i>\$0.00</i> | | <i>\$4,095.00</i> |
| Dillon Electric Inc | | | | | | | | |
| Dillon Electric Inc | 12/21/2021 | 12/1/2021 | 4549 | Install Time clock & pedestal for xmas lights | \$310.00 | \$0.00 | | \$310.00 |
| Dillon Electric Inc | 12/21/2021 | 12/6/2021 | 4552 | Street light repairs 12/1/21 | \$855.41 | \$0.00 | | \$855.41 |
| <i>Totals for Dillon Electric Inc</i> | | | | | <i>\$1,165.41</i> | <i>\$0.00</i> | | <i>\$1,165.41</i> |
| Ennis-Flint, Inc | | | | | | | | |
| Ennis-Flint, Inc | 12/21/2021 | 11/30/2021 | 262679 | "Drains to creek" signs | \$2,650.13 | \$0.00 | | \$2,650.13 |

City of Clayton

Invoice Report

(Paid Prior to Meeting)

Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|------------|--------------|----------------|--|-------------------|--------------------|---------------------|-------------------|
| <i>Totals for Ennis-Flint, Inc</i> | | | | | <i>\$2,650.13</i> | <i>\$0.00</i> | | <i>\$2,650.13</i> |
| Kenneth Falconi | | | | | | | | |
| Kenneth Falconi | 12/21/2021 | 12/1/2021 | BP159-2021 | Deposit refund | \$828.00 | \$0.00 | | \$828.00 |
| Kenneth Falconi | 12/21/2021 | 12/20/2021 | BP187-2021 | Deposit refund | \$1,000.00 | \$0.00 | | \$1,000.00 |
| <i>Totals for Kenneth Falconi</i> | | | | | <i>\$1,828.00</i> | <i>\$0.00</i> | | <i>\$1,828.00</i> |
| Galaxy Press | | | | | | | | |
| Galaxy Press | 12/21/2021 | 11/30/2021 | 35089 | Budget printing/binding | \$631.78 | \$0.00 | | \$631.78 |
| <i>Totals for Galaxy Press</i> | | | | | <i>\$631.78</i> | <i>\$0.00</i> | | <i>\$631.78</i> |
| Geoconsultants, Inc. | | | | | | | | |
| Geoconsultants, Inc. | 12/21/2021 | 12/7/2021 | 19245 | Well monitoring November 2021 | \$1,546.50 | \$0.00 | | \$1,546.50 |
| <i>Totals for Geoconsultants, Inc.</i> | | | | | <i>\$1,546.50</i> | <i>\$0.00</i> | | <i>\$1,546.50</i> |
| Globalstar LLC | | | | | | | | |
| Globalstar LLC | 12/21/2021 | 12/16/2021 | 25031139 | Sat phone 12/16/21-1/15/22 | \$111.57 | \$0.00 | | \$111.57 |
| <i>Totals for Globalstar LLC</i> | | | | | <i>\$111.57</i> | <i>\$0.00</i> | | <i>\$111.57</i> |
| Graybar Electric Co, Inc | | | | | | | | |
| Graybar Electric Co, Inc | 12/21/2021 | 11/17/2021 | 9324368948 | Street light poles | \$4,296.63 | \$0.00 | | \$4,296.63 |
| <i>Totals for Graybar Electric Co, Inc</i> | | | | | <i>\$4,296.63</i> | <i>\$0.00</i> | | <i>\$4,296.63</i> |
| HdL Coren & Cone | | | | | | | | |
| HdL Coren & Cone | 12/21/2021 | 12/10/2021 | SIN013387 | Contract Sales tax Q2 FY 22 | \$985.15 | \$0.00 | | \$985.15 |
| <i>Totals for HdL Coren & Cone</i> | | | | | <i>\$985.15</i> | <i>\$0.00</i> | | <i>\$985.15</i> |
| Health Care Dental Trust | | | | | | | | |
| Health Care Dental Trust | 12/21/2021 | 12/20/2021 | 307185 | Dental January 2022 | \$1,757.03 | \$0.00 | | \$1,757.03 |
| <i>Totals for Health Care Dental Trust</i> | | | | | <i>\$1,757.03</i> | <i>\$0.00</i> | | <i>\$1,757.03</i> |
| Jocelyn E Roland, PhD, APBB | | | | | | | | |
| Jocelyn E Roland, PhD, APBB | 12/21/2021 | 12/10/2021 | 19793 | PD pre-employment psychological screening | \$475.00 | \$0.00 | | \$475.00 |
| Jocelyn E Roland, PhD, APBB | 12/21/2021 | 12/6/2021 | 19776 | PD pre-employment psychological screening | \$475.00 | \$0.00 | | \$475.00 |
| <i>Totals for Jocelyn E Roland, PhD, APBB</i> | | | | | <i>\$950.00</i> | <i>\$0.00</i> | | <i>\$950.00</i> |
| Lexipol LLC | | | | | | | | |
| Lexipol LLC | 12/21/2021 | 12/1/2021 | INVLEX7374 | Annual Law enforcement policy & training b | \$7,406.50 | \$0.00 | | \$7,406.50 |
| <i>Totals for Lexipol LLC</i> | | | | | <i>\$7,406.50</i> | <i>\$0.00</i> | | <i>\$7,406.50</i> |
| Management Partners | | | | | | | | |
| Management Partners | 12/21/2021 | 12/2/2021 | INV09993 | CM Performance Eval 2021 | \$2,950.00 | \$0.00 | | \$2,950.00 |
| <i>Totals for Management Partners</i> | | | | | <i>\$2,950.00</i> | <i>\$0.00</i> | | <i>\$2,950.00</i> |
| Matrix Association Management | | | | | | | | |
| Matrix Association Management | 12/21/2021 | 12/13/2021 | 17693 | Diablo Estates Mgmt October 2021 | \$3,375.00 | \$0.00 | | \$3,375.00 |

City of Clayton
Invoice Report
(Paid Prior to Meeting)
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|------------|--------------|----------------|-------------------------------------|--------------------|--------------------|---------------------|--------------------|
| Matrix Association Management | 12/21/2021 | 12/14/2021 | 17761 | Diablo Estates Mgmt November 2021 | \$3,375.00 | \$0.00 | | \$3,375.00 |
| Matrix Association Management | 12/21/2021 | 12/14/2021 | 17762 | Diablo Estates Mgmt December 2021 | \$3,375.00 | \$0.00 | | \$3,375.00 |
| <i>Totals for Matrix Association Management</i> | | | | | <i>\$10,125.00</i> | <i>\$0.00</i> | | <i>\$10,125.00</i> |
| MB Contract Furniture, Inc | | | | | | | | |
| MB Contract Furniture, Inc | 12/21/2021 | 12/3/2021 | CLAY33703 | Vertical file cabinet PD | \$2,955.18 | \$0.00 | | \$2,955.18 |
| <i>Totals for MB Contract Furniture, Inc</i> | | | | | <i>\$2,955.18</i> | <i>\$0.00</i> | | <i>\$2,955.18</i> |
| Mission Square Retirement | | | | | | | | |
| Mission Square Retirement | 12/21/2021 | 12/21/2021 | 121221 | 457 Plan contributions PPE 12/12/21 | \$2,209.62 | \$0.00 | | \$2,209.62 |
| <i>Totals for Mission Square Retirement</i> | | | | | <i>\$2,209.62</i> | <i>\$0.00</i> | | <i>\$2,209.62</i> |
| Moore Iacofano Golstman, Inc | | | | | | | | |
| Moore Iacofano Golstman, Inc | 12/21/2021 | 12/6/2021 | 72538 | Housing element svcs October 2021 | \$11,730.00 | \$0.00 | | \$11,730.00 |
| <i>Totals for Moore Iacofano Golstman, Inc</i> | | | | | <i>\$11,730.00</i> | <i>\$0.00</i> | | <i>\$11,730.00</i> |
| MPA | | | | | | | | |
| MPA | 12/21/2021 | 12/10/2021 | 91825424 | Life/LTD November 2021 | \$1,670.63 | \$0.00 | | \$1,670.63 |
| <i>Totals for MPA.</i> | | | | | <i>\$1,670.63</i> | <i>\$0.00</i> | | <i>\$1,670.63</i> |
| MSR Mechanical, LLC | | | | | | | | |
| MSR Mechanical, LLC | 12/21/2021 | 11/30/2021 | SVC003436 | CH HVAC maint November 2021 | \$350.00 | \$0.00 | | \$350.00 |
| MSR Mechanical, LLC | 12/21/2021 | 11/30/2021 | SVC003435 | Library HVAC maint November 2021 | \$527.17 | \$0.00 | | \$527.17 |
| <i>Totals for MSR Mechanical, LLC</i> | | | | | <i>\$877.17</i> | <i>\$0.00</i> | | <i>\$877.17</i> |
| Nationwide | | | | | | | | |
| Nationwide | 12/12/2021 | 12/12/2021 | 121221 | 457 Plan contribution PPE 12/12/21 | \$500.00 | \$0.00 | | \$500.00 |
| <i>Totals for Nationwide</i> | | | | | <i>\$500.00</i> | <i>\$0.00</i> | | <i>\$500.00</i> |
| NBS Govt. Finance Group | | | | | | | | |
| NBS Govt. Finance Group | 12/21/2021 | 12/20/2021 | 1221000456 | CFD Admin Q3 FY22 | \$5,049.26 | \$0.00 | | \$5,049.26 |
| <i>Totals for NBS Govt. Finance Group</i> | | | | | <i>\$5,049.26</i> | <i>\$0.00</i> | | <i>\$5,049.26</i> |
| Occupational Health Centers of California | | | | | | | | |
| Occupational Health Centers of Califor | 12/21/2021 | 11/16/2021 | 73604951 | PD Pre-employment exam | \$776.00 | \$0.00 | | \$776.00 |
| Occupational Health Centers of Califor | 12/21/2021 | 12/14/2021 | 73779881 | PD Pre-employment exam | \$744.00 | \$0.00 | | \$744.00 |
| <i>Totals for Occupational Health Centers of Californie</i> | | | | | <i>\$1,520.00</i> | <i>\$0.00</i> | | <i>\$1,520.00</i> |
| Paysafe Payment Processing | | | | | | | | |
| Paysafe Payment Processing | 12/21/2021 | 11/30/2021 | November21 | Online bankcard fee November 2021 | \$266.89 | \$0.00 | | \$266.89 |
| Paysafe Payment Processing | 12/21/2021 | 11/30/2021 | November21 | OTC bankcard fee November 2021 | \$301.69 | \$0.00 | | \$301.69 |
| <i>Totals for Paysafe Payment Processing</i> | | | | | <i>\$568.58</i> | <i>\$0.00</i> | | <i>\$568.58</i> |
| PG&E | | | | | | | | |
| PG&E | 12/21/2021 | 12/15/2021 | 121521 | Energy 11/16/21-12/15/21 | \$31.86 | \$0.00 | | \$31.86 |
| PG&E | 12/21/2021 | 12/11/2021 | 121121 | Energy 10/22/21-11/19/21 | \$68.93 | \$0.00 | | \$68.93 |

City of Clayton
Invoice Report
(Paid Prior to Meeting)
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|------------|--------------|----------------|------------------------------------|---------------------|--------------------|---------------------|---------------------|
| Waraner Brothers Tree Service | 12/21/2021 | 12/7/2021 | 15842 | Tree work Oakhurst Dr | \$1,800.00 | \$0.00 | | \$1,800.00 |
| Waraner Brothers Tree Service | 12/21/2021 | 12/7/2021 | 15843 | Tree work Clayton Rd | \$3,600.00 | \$0.00 | | \$3,600.00 |
| Waraner Brothers Tree Service | 12/21/2021 | 12/6/2021 | 15841 | Tree work Regency Dr | \$8,400.00 | \$0.00 | | \$8,400.00 |
| Waraner Brothers Tree Service | 12/21/2021 | 12/8/2021 | 15840 | Tree work CCP | \$12,000.00 | \$0.00 | | \$12,000.00 |
| <i>Totals for Waraner Brothers Tree Service</i> | | | | | <u>\$25,800.00</u> | <u>\$0.00</u> | | <u>\$25,800.00</u> |
| Western Exterminator | | | | | | | | |
| Western Exterminator | 12/21/2021 | 12/2/2021 | 24785C | Pest Control November 2021 | \$461.70 | \$0.00 | | \$461.70 |
| <i>Totals for Western Exterminator</i> | | | | | <u>\$461.70</u> | <u>\$0.00</u> | | <u>\$461.70</u> |
| Workers.com | | | | | | | | |
| Workers.com | 12/21/2021 | 12/3/2021 | 131559 | Seasonal workers week end 11/28/21 | \$2,509.24 | \$0.00 | | \$2,509.24 |
| Workers.com | 12/21/2021 | 12/10/2021 | 131615 | Seasonal workers week end 12/5/21 | \$4,182.04 | \$0.00 | | \$4,182.04 |
| Workers.com | 12/21/2021 | 12/17/2021 | 131683 | Seasonal workers week end 12/12/21 | \$4,168.09 | \$0.00 | | \$4,168.09 |
| <i>Totals for Workers.com</i> | | | | | <u>\$10,859.37</u> | <u>\$0.00</u> | | <u>\$10,859.37</u> |
| Zee Medical Company | | | | | | | | |
| Zee Medical Company | 12/21/2021 | 11/19/2021 | 724608281 | PW First aid cabinet restock | \$84.39 | \$0.00 | | \$84.39 |
| <i>Totals for Zee Medical Company</i> | | | | | <u>\$84.39</u> | <u>\$0.00</u> | | <u>\$84.39</u> |
| GRAND TOTALS: | | | | | \$222,073.38 | \$0.00 | | \$222,073.38 |

City of Clayton
Invoice Report
(Paid Prior to Meeting)
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|-------------------------------------|------------|--------------|----------------|--|-------------------|--------------------|---------------------|-------------------|
| AT&T (CalNet3) | | | | | | | | |
| AT&T (CalNet3) | 12/22/2021 | 12/22/2021 | 17510570 | Phones 11/22/21-12/21/21 | \$1,245.06 | \$0.00 | | \$1,245.06 |
| | | | | <i>Totals for AT&T (CalNet3)</i> | <i>\$1,245.06</i> | <i>\$0.00</i> | | <i>\$1,245.06</i> |
| Moore Iacofano Golstman, Inc | | | | | | | | |
| Moore Iacofano Golstman, Inc | 12/22/2021 | 12/20/2021 | 72803 | Downtown prop proj November 2021 | \$225.00 | \$0.00 | | \$225.00 |
| | | | | <i>Totals for Moore Iacofano Golstman, Inc</i> | <i>\$225.00</i> | <i>\$0.00</i> | | <i>\$225.00</i> |
| GRAND TOTALS: | | | | | \$1,470.06 | \$0.00 | | \$1,470.06 |

PAY-BL070-008 V7.1
GENRECSM BRANCH 31
CURRENT DATE 12/14/2021

2021-018-01
08:46:51

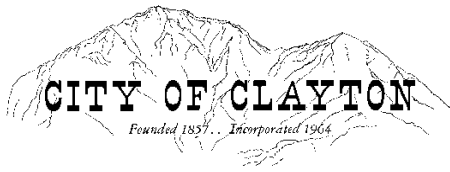
BL070 CITY OF CLAYTON
PAYROLL RECONCILIATION SUMMARY

PAGE 1
PERIOD ENDING 11/30/2021
CHECK DATE 12/17/2021

| FEDERAL ID: 94-1568979 | EMPLOYER TAX ID | TOTAL GROSS | SUBJECT GROSS | TAXABLE GROSS | RATE % | EMPLOYEE TAX WITHHELD | EMPLOYER TAX | THIRD PARTY SICK | TOTAL TAXES DUE |
|-------------------------------------|-------------------|----------------------|---------------|---------------|--------|-----------------------|--------------|------------------|-----------------|
| FEDERAL INC TAX - EMPLOYEE | 94-1568979 | 100,497.37 | 86,357.43 | 86,357.43 | | 11,459.10 | 0.00 | | 11,459.10 |
| SOCIAL SECURITY - EMPLOYEE | 94-1568979 | 100,497.37 | 96,487.15 | 2,647.50 | 6.2000 | 164.15 | 0.00 | | 164.15 |
| MEDICARE - EMPLOYEE | 94-1568979 | 100,497.37 | 96,487.15 | 96,487.15 | 1.4500 | 1,472.69 | 0.00 | | 1,472.69 |
| SOCIAL SECURITY - EMPLOYER | 94-1568979 | 100,497.37 | 96,487.15 | 2,647.50 | 6.2000 | 0.00 | 164.15 | | 164.15 |
| MEDICARE - EMPLOYER | 94-1568979 | 100,497.37 | 96,487.15 | 96,487.15 | 1.4500 | 0.00 | 1,399.12 | | 1,399.12 |
| FEDERAL SUB-TOTAL | | | | | | 13,095.94 | 1,563.27 | | 14,659.21 |
| FEDERAL UNEMPLOYMENT TAX | 94-1568979 | 100,497.37 | 96,487.15 | 0.00 | .6000 | 0.00 | 0.00 | | 0.00 |
| STATE INCOME TAX WITHHOLDING | | | | | | | | | |
| CA STATE | 69813822 | 100,497.37 | 86,357.43 | 86,357.43 | | 4,654.37 | 0.00 | | 4,654.37 |
| STATE W/H SUB-TOTAL | | | | | | 4,654.37 | 0.00 | | 4,654.37 |
| STATE UNEMPLOYMENT TAXES (EMPLOYER) | | | | | | | | | |
| CA SUTA | 69813822 | 100,497.37 | 96,487.15 | 4,351.80 | 2.6000 | 0.00 | 113.15 | | 113.15 |
| SUTA SUB-TOTAL | | | | | | 0.00 | 113.15 | | 113.15 |
| COUNTY INCOME TAX WITHHOLDING | | | | | | | | | |
| COUNTY W/H SUB-TOTAL | | | | | | 0.00 | 0.00 | | 0.00 |
| CITY WITHHOLDING TAXES | | | | | | | | | |
| CITY W/H SUB-TOTAL | | | | | | 0.00 | 0.00 | | 0.00 |
| ALL OTHER TAXES | | | | | | | | | |
| Calif Training | | 100,497.37 | 96,487.15 | 4,351.80 | .1000 | 0.00 | 4.35 | | 4.35 |
| OTHER W/H SUB-TOTAL | | | | | | 0.00 | 4.35 | | 4.35 |
| TOTAL TAX LIABILITY | | | | | | 17,750.31 | 1,680.77 | | 19,431.08 |
| ===== | | | | | | | | | |
| PAYROLL LIABILITY TOTALS | | | | | | | | | |
| TOTAL NET DIRECT DEPOSITS | | | | | | 29 | 64,057.43 | | |
| TOTAL PARTIAL DIRECT DEPOSITS | | | | | | 2 | 900.00 | | |
| ** YOUR ACCOUNT 0982504799 | AT BANK 121000358 | HAS BEEN DEBITED FOR | | | | | 64,957.43 | ** | |
| TAX LIABILITY FROM ABOVE | | | | | | | 19,431.08 | | |
| ** YOUR ACCOUNT 0982504799 | AT BANK 121000358 | HAS BEEN DEBITED FOR | | | | | 19,431.08 | ** | |
| TOTAL NET CHECKS | | | | | | 2 | 3,200.62 | | |
| TOTAL VENDOR ACH PAYMENTS | | | | | | 9 | 552.73 | | |
| ** YOUR ACCOUNT 0982504799 | AT BANK 121000358 | HAS BEEN DEBITED FOR | | | | | 552.73 | ** | |
| GRAND TOTAL PAYROLL CASH | | | | | | | 88,141.86 | | |

City of Clayton
Open Invoice Report
Obligations

| Vendor Name | Due Date | Invoice Date | Invoice Number | Invoice Description | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|-------------------------|------------|--------------|----------------|------------------------------------|---------------------|--------------------|---------------------|---------------------|
| JJR Construction | | | | | | | | |
| JJR Construction | 12/22/2021 | 12/22/2021 | 47-2021 | ADA Ramp & Related Work | \$274,301.10 | \$0.00 | | \$274,301.10 |
| | | | | <i>Totals for JJR Construction</i> | <i>\$274,301.10</i> | <i>\$0.00</i> | | <i>\$274,301.10</i> |
| | | | | GRAND TOTALS: | \$274,301.10 | \$0.00 | | \$274,301.10 |



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

DATE: January 4, 2022

SUBJECT: Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

RECOMMENDATION

Adopt a Resolution of the City Council allowing for video and teleconference meetings during the COVID-19 state of emergency under AB 361.

BACKGROUND

AB 361 was recently passed by the State Legislature and signed by Governor Newsom and went into effect immediately. AB 361 continues many of the provisions related to the Brown Act that were in place under Executive Orders, which expired September 30, 2021 that allowed for video and teleconferencing during the state of emergency. Since AB 361 has been signed into law, the City can continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended.

On September 20, 2021, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and strongly recommends on-line meetings. If in-person meetings need to occur, the County Health Officer recommends social distancing of six feet of separation between all attendees. The proposed resolution provides that the City Council and all subsidiary City boards and commissions may continue to hold video and teleconference meetings while the state of emergency is still in effect and physical distancing is recommended.

In order to continue to hold video and teleconference meetings, the City Council will need to review and make findings every thirty days that the state of emergency continues to directly impact the ability of the members to meet safely in person and that state or local officials continue to impose or recommend measures to promote physical distancing.

Subject: Resolution Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

Date: January 4, 2022

Page 2 of 2

FISCAL IMPACT

None.

Attachment:

Resolution of the City Council Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

RESOLUTION NO. ##-2022
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING THE
COVID-19 STATE OF EMERGENCY UNDER AB 361

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency for COVID-19;

WHEREAS, AB 361 was recently passed by the State Legislature and signed by Governor Newsom and went into effect immediately and allows the City to continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote physical distancing are no longer recommended;

WHEREAS, on September 20, 2021 the Contra Costa County Health Officer issued recommendations for safely holding public meetings and strongly recommends on-line meetings and if in person meetings occur then recommends physical distancing of six feet of separation between all attendees;

WHEREAS, in light of this recommendation, the City Council desires for itself and for all other City legislative bodies that are subject to the Brown Act to continue to meet via video and/or teleconference; and

WHEREAS, pursuant to AB 361 the City Council will review the findings required to be made every 30 days.

NOW THEREFORE BE IT RESOLVED the City Council hereby finds on behalf of itself and all other City legislative bodies: (1) a state of emergency has been proclaimed by the Governor; (2) the state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person; and (3) local officials continue to recommend measures to promote physical distancing.

BE IT FURTHER RESOLVED that the City Council and all other City legislative bodies will continue to meet via video and/or teleconference during the COVID-19 emergency.

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 4th day of January 2022, by the following vote.

AYES:

NOES:

ABSENT:

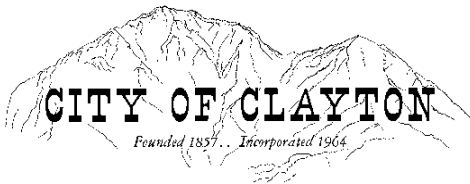
ABSTAIN:

**THE CITY COUNCIL OF CLAYTON,
CA**

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: January 4, 2022

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE FOURTH AMENDMENT TO AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES

RECOMMENDATION

It is recommended that the City Council, by Resolution, amend an existing agreement with Harris & Associates for professional engineering services.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services including serving as the City Engineer. In 2018 the Agreement was amended (First Amendment) to provide for the agreement to continue beyond the initial one-year term and to update provisions in compliance with state law. In April 2021 and August 2021, the Agreement was amended two additional times to update the named City Engineer.

DISCUSSION

Since the City's initial agreement with Harris & Associates for City Engineering Services in 2017, a number of changes have taken place that now require updating the agreement. The Fourth Amendment to the Agreement proposes several changes to the Agreement:

1. The current Agreement with Harris & Associates expires December 31, 2021. In anticipation of that expiration, staff have been working with Harris on a proposal to extend services for a period of time. The Fourth Agreement would extend services by Harris through March 31, 2022.
2. A number of areas in the scope of services included with the original Agreement required some clarification on what services would be provided under which category in the Agreement (City Engineer, General Engineering, Assessment Districts, Land Development). The Fourth Amendment provides additional detail on how certain categories of expenses would be handled.
3. The structure of the Agreement has been a monthly retainer to be paid as a flat fee, without specifically being tied to the number of hours of service Harris provided in a given month. Some months this worked to the City's advantage (if the City had

relatively more work to be done) and sometimes to Harris' advantage (if there were less work required/requested by the City). Under the new Agreement, the work to be provided by Harris will be charged on a time and materials basis, up to a maximum not-to-exceed amount. This will help balance the City's needs and budget.

4. While the original Agreement had a price escalator in place, the CPI adjustments authorized have not kept pace with the changes in cost experienced by Harris. The proposed Amendment reflects current costs for Harris to perform the work.

All other provisions of the agreement remain in place.

FINANCIAL IMPACT

The financial impact of the proposed Fourth Amendment is mixed. While it reflects higher per-hour costs for work by Harris, moving to a time and materials basis, rather than a fixed retainer amount, could result in additional costs or savings depending on the work required by the City. While it is more likely to result in increased costs, it will be incumbent on the City Manager to closely monitor what work is being requested from the City Engineering to manage costs. City experience under the new structure will be analyzed and any needed budget recommendations will be made at the time of the FY2021/22 Midyear Budget Review or with the Proposed FY2022/23 Budget.

At the same time as the City is extending services with Harris to ensure continuity of service, the City Manager will also be issuing an RFP(s) for City Engineering and other engineering services later in January with the goal of procuring a new agreement that will help manage costs and provide local services. The scope for that RFP will be shared with the Council and it is anticipated that a recommendation on award based on the RFP solicitation will be brought back to the City Council for action toward the end of the first quarter of 2022.

ATTCHMENTS

- Attachment 1: Resolution
- Attachment 2: Fourth Amendment to Agreement with Harris & Associates including Scope of Work/Fee Schedule
- Attachment 3: Third Amendment to Agreement with Harris & Associates for Professional Engineering Services
- Attachment 4: Second Amendment (2021), First Amendment (2018) & 2017 Agreement with Harris & Associates for Professional Engineering Services

RESOLUTION NO. ##-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
AUTHORIZING THE FOURTH AMENDMENT TO AN EXISTING AGREEMENT WITH
HARRIS & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES**

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, the City of Clayton has contracted since 2017 with the firm Harris & Associates for city engineering services including a designated City Engineer;

WHEREAS, in August 2018, the First Amendment to the Agreement was approved by the City Council allowing the agreement to continue annually after an initial one-year period;

WHEREAS, in April and August 2021, the City of Clayton approved the Second and Third Amendments to the agreement with Harris & Associates related to the named City Engineering;

WHEREAS, the City of Clayton wishes to continue to contract with Harris & Associates for a City Engineer and city engineering services; and

WHEREAS, it is necessary to amend the existing agreement with Harris & Associates to better reflect current costs and need for services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does approve the Fourth Amendment to the existing agreement with Harris & Associates attached as Exhibit A.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California, at a regular public meeting thereof held on the 4th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

**FOURTH AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Fourth Amendment to the Professional Engineering Services Agreement ("Fourth Amendment") is entered into on January 1, 2022 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. WHEREAS, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement");
- B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017;
- C. WHEREAS, the Agreement was modified via the First Amendment effective August 21, 2018 to extend the term of the agreement;
- D. WHEREAS, the Agreement was modified via a Second Amendment updating the named City Engineer by City Council action on April 2021;
- E. WHEREAS, the Agreement was modified via a Third Amendment updating the named City Engineer by City Council action on August 3, 2021;
- F. WHEREAS, the costs and services required have changed since the initial agreement in 2017; and
- G. WHEREAS, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Subdivision a of Section 2. Compensation of the Agreement is hereby amended to read as follows:
 - a. *From January 1, 2022 through March 30, 2022, services and compensation shall be provided as shown in consultant's Proposal for 90-day Extension of Professional Engineering Services dated December 8, 2021.*
- 2. Subdivision b of Section 2 Compensation is deleted.
- 3. Subdivision c of Section 2 Compensation remains unchanged.
- 4. Section 5. Term of the Agreement is hereby amended to read in its entirety:

- a. Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this agreement shall continue until March 31, 2022 unless both parties agree to an extension of the timeframe for services.

5. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement including all prior amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____
Printed Name: _____
Title: _____

ATTEST:

Janet Calderon, City Clerk



Harris & Associates

December 8, 2021

Ms. Reina Schwartz
City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Subject: Proposal for 90 Day Extension of Professional Engineering Services

Dear Reina:

Harris is pleased to have the opportunity of providing Professional Engineering Services to the City of Clayton for over 4 years. As you know, our current agreement is due for renewal at the end of Calendar Year 2021. Please accept this letter proposal to continue our services for another 90 days until March 31, 2022. This proposal reflects our agreed to re-structure of the administrative portion of the agreement as described in Attachment A as City Engineering Services and will be performed on Time and Material basis with a not-to-exceed budget amount of \$15,000 per month. City engineering service requests will be prioritized to fit within this budget limit. Any city engineering service requests that would exceed this allotted budget would be deferred as coordinated with the City. Land development and permitting services will be performed per the City's Master Fee Schedule, and general engineering services and assessment districts municipal financing services will be performed per a separate proposal for each task as approved by the City. Our services will be performed per an agreement with the City, with all terms and conditions as stated within. This proposal also updates the fee schedule of the original Agreement (see Attachment B) to align with current rates.

Please know we are excited about continuing to work with you and your team. Please call me if you have any questions or need any further information about this proposed contract extension.

Sincerely,

Mark Nassar, P.E., MBA
Director, Program Management
Harris & Associates

Authorization to Proceed:

Reina Schwartz
City Manager
City of Clayton

Date

Attachment A
SCOPE OF SERVICES

City Engineering Services

The role of the City Engineering team includes administration of engineering related processes and procedures, assist in CIP scoping and prioritization, representation as City Engineering at internal and agency meetings, approval of permits and waivers, availability to the public and private developers to handle matters dealing with the engineering functions of City government, coordination with other agencies the review of plans, projects and studies, assistance in the solicitation of proposals for CIP design work, assistance in the procurement of contractors and vendors for public works construction. The City Engineering team will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

General Engineering Services

The City of Clayton will have available a Harris team of specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. This efforts this team is prepared to perform includes the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management. Preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

Land Development and Permitting Services

Harris will provide staffing to represent the City and interact with the public in processing the City's public permit applications. Staffing will be supported by a team of specialized engineers for plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, recycled water, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses.

Assessment Districts Municipal Financing Services

Harris Municipal Financing team will provide services that support the annual administration and assessment levy determination for 6 of the City's assessment districts and 1 Geological Hazard Abatement District. The team will evaluate budgets, debt service schedules, annual levy amounts and prepare the Engineer's Report that sets the annual assessment rates for the next fiscal year. The team will attend the necessary meetings and provide a presentation at the public hearings meetings. This work will include as needed formation or annexation services and any required preparation of public noticing materials, assessment rolls, boundary maps, Community Facilities District Reports, Notices of Special Tax Liens, and tax tables.



Attachment B
CITY OF CLAYTON RATES:
Effective Contract January 1, 2022 – March 31, 2022

This Hourly Billing Rate Schedule is broken into billing rate ranges based on the level of professional assigned to perform the specific work. Each task order will include a specific budget based on the actual professional assigned to the work, the hours budgeted, and the specific billing rate for each professional.

General/Capital Engineering & Land Development (Hourly)

| | |
|--------------------------------|-------------|
| City Engineer/Project Director | \$267 |
| Senior PM | \$217-\$283 |
| Project Manager | \$169-\$210 |
| Senior Project Engineer | \$126-\$145 |
| Project Engineer | \$108-\$115 |
| Design Engineer | \$57 |
| Construction Manager | \$195-\$245 |
| Inspector | \$165-\$215 |

General Environmental Services (Hourly)

| | |
|------------------|-------------|
| Project Director | \$270 |
| Project Manager | \$159-\$180 |
| Project Analyst | \$90-\$115 |

Assessment District/ GHAD Administration (Hourly)

| | |
|------------------|-------|
| Project Director | \$297 |
| Senior PM | \$192 |
| Senior Analyst | \$118 |
| Analyst | \$101 |

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications, and reproduction (except large quantities such as construction documents for bidding purposes).

* Construction Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area by the Department of Industrial Relations.

All sub-consultant charges are subject to a 10% markup.

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This First Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on 21 August 2018 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. WHEREAS, in August 2017 the City and Consultant entered into that certain Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement").
- B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment.
- C. WHEREAS, the City and the Consultant mutually desire to amend certain provisions of the Agreement for good and valued consideration to incorporate modifications in the Term and Compensation sections of which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Subdivisions a. and b. of Section 2. Compensation of the Agreement are hereby amended to read as follows:
 - "a. From 01 September 2018 through 31 August 2019, the City shall continue to pay for services satisfactorily rendered by Consultant under the Agreement in accordance with the initial rates in the Schedule of Charges first approved in August 2017, as set forth in Exhibit "A."
 - b. Commencing 01 September 2019 and every one (1) year thereafter (twelve consecutive months), the Schedule of Rates listed in Exhibit "A" will be increased as follows by the corresponding annual percentage increase in the June - June Consumer Price Index (CPI) issued by the Bureau of Labor Statistics, United States Department of Labor, CPI - All Urban Consumers (Base Period 1982-84 = 100) for the San Francisco - Oakland - Hayward, CA metropolitan statistical area:

1. Administrative (Funded By General Fund) Monthly Rate
Monthly Rate is annually adjusted by 90% of the corresponding CPI increase, rounded up or down to the nearest whole dollar.
2. All Remaining Schedules of Hourly Rates (as contained in Exhibit "A")
Hourly rates are annually adjusted by 100% of the corresponding CPI increase."

Subdivision c. of Section 2 shall remain in full force and effect.

2. Section 5. Term of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement shall continue each year hereafter so long as the City or the Consultant is satisfied with its terms, conditions, and performance.

Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments may be retained as part of the Agreement record."

3. Section 12. Indemnification of the Agreement is hereby amended in its entirety to read as follows:

"a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

- b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault."

4. Section 15. Termination or Abandonment of the Agreement is hereby amended in its entirety to read as follows:

"Should the City or the Consultant wish to terminate the Agreement, each party has the right to do so by filing with the other a Notice of Termination with said notice having an effective termination date of ninety (90) days from the date of service of the notice. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work."

5. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

By: _____
Gary A. Napper
City Manager

ATTEST:

Janet Brown, City Clerk

HARRIS & ASSOCIATES, INC.

By: _____
Printed Name: _____
Its (title): _____

By: _____
Printed Name: _____
Its (title): _____

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the professional engineering services described in the Scope of Services attached hereto as Exhibit "A."

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is nor shall become an employee of City by virtue of this Agreement. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall procure and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall include or be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

| | |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage |
| Employer's Liability | \$1,000,000 per occurrence |

Professional Liability

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and

shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein under General Liability and Automobile Liability shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. RESERVED.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Manager

CONSULTANT:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and agrees that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

IN WITNESS WHEREOF, authorized officials of the Parties have duly executed this Agreement as of the date first written above.

CITY OF CLAYTON

By: 

Gary A. Napper
City Manager

ATTEST:

By: 

City Clerk

HARRIS & ASSOCIATES

By: 

Printed Name: Lisa V. Lurabee
Its: CEO

By: 

Printed Name: Steven D. W. Jackson
Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018**Administrative (Funded by General Fund (G.F.))****CLAYTON MONTHLY RATE**

Monthly Lump Sum Retainer

\$9,585.00/ma.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)**CLAYTON HOURLY RATE**

| | |
|---------------------|-------|
| Scott Alman | \$190 |
| Alison Bouley | \$190 |
| Brian Brown | \$180 |
| Dennis Klingelhofer | \$230 |
| Ka Chow | \$105 |
| Teddy Alicante | \$105 |

Capital Improvement Program (Hourly, Non-G.F.)

| | |
|-----------------|-------|
| Scott Alman | \$190 |
| Jasmine Cuffee | \$190 |
| Vijay Pulijal | \$180 |
| Siva Natarajan | \$165 |
| Kyle Carbert | \$165 |
| Daniel Wilkins | \$140 |
| Alvin Armstrong | \$140 |
| Ka Chow | \$105 |
| Teddy Alicante | \$105 |

Land Development (Hourly, Non-G.F.)

| | |
|----------------|-------|
| Scott Alman | \$220 |
| Siva Natarajan | \$175 |
| Kyle Carbert | \$175 |
| Daniel Wilkins | \$150 |
| Ka Chow | \$110 |
| Teddy Alicante | \$110 |



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

| | |
|--------------------------|-------|
| Project Directors | \$230 |
| Senior Project Managers | \$200 |
| Project Managers | \$170 |
| Senior Project Engineers | \$140 |
| Project Engineers | \$90 |
| Senior Technical Support | \$130 |
| Technical Support | \$90 |

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

| | |
|---------------------|-------|
| Project Director | \$230 |
| Sr. Project Manager | \$190 |
| Project Manager | \$150 |
| Sr. Project Analyst | \$120 |
| Project Analyst | \$90 |
| Technical Support | \$90 |

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.

**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Second Amendment to the Professional Engineering Services Agreement ("Second Amendment") is entered into on March 11, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

A. WHEREAS, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement");

B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment;

C. WHEREAS, the Agreement was modified via the First Amendment effective August 21, 2018;

D. WHEREAS, the current terms remain in effect consistent with the original Agreement and the First Amendment; and

E. WHEREAS, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 19. Organization of the Agreement is hereby amended to read as follows in full:

Consultant shall assign Bill Stracker, PE, TE as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

2. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement including the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**THIRD AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Third Amendment to the Professional Engineering Services Agreement ("Second Amendment") is entered into on August 4, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

A. WHEREAS, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement");

B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment;

C. WHEREAS, the Agreement was modified via the First Amendment effective August 21, 2018;

D. WHEREAS, the Agreement was modified via a Second Amendment updating the named City Engineer by City Council action on April 2021;

E. WHEREAS, the current terms remain in effect consistent with the original Agreement and the First Amendment; and

F. WHEREAS, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 19. Organization of the Agreement is hereby amended to read as follows in full:

Consultant shall assign Mark Nassar, PE as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

2. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement including the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

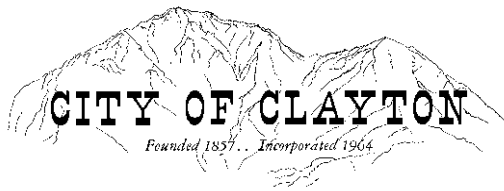
By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KATHERINE KORSAK, FINANCE DIRECTOR

DATE: JANUARY 4, 2022

**SUBJECT: FOURTH QUARTER APRIL, MAY, JUNE ENDING JUNE 30, 2021 FY 2020/21
INVESTMENT PORTFOLIO REPORT – CORRECTED REPORT**

The initial report was prepared by former Interim Finance Director, Sandra Sato on October 1, 2021. **This is a correction to that work.**

RECOMMENDATION

It is recommended the City Council accept the revised City Investment Portfolio Report for the fourth quarter (April May June) of the fiscal year ending June 30, 2021 (FY 2020/21).

BACKGROUND

Pursuant to section XIII of the City of Clayton Investment Policy, the Finance Director is required to submit a quarterly investment report to the City Council. This quarterly report is also designed to meet the local agency reporting requirements outlined in *California Government Code* section 53646. The FY 2020/21 corrected fourth quarter report is provided herein.

The City's Investment Policy guides staff and its advisors for all investment activities. Permitted investment activities are primarily governed by state law (*California Government Code* sections 53600-53610) and the City's adopted Investment Policy. The City's Investment Policy is consistent with state law and is designed to be more restrictive for the purpose of added safety and liquidity, which take precedence over yield. Section XVI of the Investment Policy states it shall be periodically reviewed by the City Treasurer and the City Council to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return on investments, along with its relevance to current law, financial and economic trends, and to meet the needs of the City. The policy was last amended by the City Council, following recommendation by the former Finance Manager and City Treasurer on November 20, 2018 to add the California Asset Management Program (CAMP) as an authorized investment type. The Policy was last reviewed on November 17, 2020. No revisions to the Policy are being recommended at this time.

DISCUSSION

With the fourth quarter of the 2020/21 fiscal year complete, year-to-date interest earnings across all funds for the City are \$274,726.37 which is 15% higher than the budgeted amount of \$239,663. The interest revenue allocations across funds had previously been done incorrectly and have now been correctly allocated. The general fund's total interest revenue for the year is \$113,320.77, which is 13% above the budget of \$100,000. Please refer to the attached Income Statement, Budget to Actuals Report for the interest revenue account 5601, across all funds.

For the quarter ending June 30, 2021 the highest yielding investment type, investments in certificates of deposit, government agency bonds, and corporate bonds and notes comprised approximately 67.04% of the portfolio with a collective weighted average interest rate of 1.5%. Deposits held with pooled investment accounts at CAMP and LAIF, making up 15.05% of the portfolio, with weighted average interest rates of .05% and .22% respectively.

The market value of the total Investment Portfolio as of June, 30, 2021 was \$15,998,592 (this includes \$2,840,256 deposited to the Bank of America). There was also a correction made to this number. It was previously reported as the cash balance in the account at June 30, 2021, while it should have been the book balance, which takes into account outstanding checks and deposits in transit. Much of the increase is attributable to a higher cash balance in the Bank of America cash account. Cash balances vary depending upon the cash flow. The estimated market value exceeds the cost of securities in the investment portfolio due to the City's heavy investment in two-to-five-year fixed income securities during the last year at rates averaging higher than current rates. The increase in market value demonstrates how the cautious nature of the City's investment strategy mitigates the risk of the City incurring large unrealized losses during market retractions. On the other hand, given less risk exposure, only more predictable and modest investment returns will be realized following this same strategy.

The City of Clayton Investment Portfolio was managed in accordance with the City's Investment Policy. Furthermore, the City's cash management program provides sufficient liquidity to meet the next ten months expenditures. The attached City of Clayton Investment Holdings Summary for the fourth quarter of FY 2020-2021 Attachment 1 provides additional analysis and the specific investment reporting criteria required by *California Government Code* section 53646.

FISCAL IMPACT

The acceptance of this report has no direct fiscal impact to the City of Clayton.

Attachments:

1. City of Clayton Investment Holdings Summary – Fourth Quarters of Fiscal Year 2020/21 (March 1, 2021 – June 30, 2021)
2. Income Statement – Budget to Actuals Report for account 5601 across all funds for July 1, 2020 – June 30, 2021.

City of Clayton
Investment Holdings Summary
Qtr. Ending: June 30, 2021

ATTACHMENT 1

| Investment Account | Investment Type | Institution | CUSIP | Carrying Value | Rate | Current Yield | Settlement Date | Maturity Date | Market Value |
|-----------------------------|------------------------|-------------------------------------|-----------|----------------|-------|---------------|-----------------|---------------|--------------|
| CAMP | Local Agency Pool | California Asset Management Program | n/a | 890,812.35 | 0.05% | 0.05% | n/a | n/a | 890,812.35 |
| LAIF | Local Agency Pool | Local Agency Investment Fund | n/a | 1,494,634.87 | 0.22% | 0.22% | n/a | n/a | 1,494,634.87 |
| UBS Financial Services Inc. | Cash | UBS Cash Holding | n/a | - | 0.01% | 0.01% | n/a | n/a | - |
| UBS Financial Services Inc. | Money Market Fund | UBS Bank USA MMF Yield | n/a | 60,538.58 | 0.01% | 0.01% | n/a | n/a | 60,538.58 |
| | Certificate of Deposit | UBS BK USA Salt LA UT US | 90348JMG2 | 148,000.00 | 2.10% | 2.10% | 6/25/19 | 7/6/21 | 148,050.32 |
| | Certificate of Deposit | Barclays Bank, DE | 06740KKC0 | 100,000.00 | 2.00% | 1.98% | 7/5/17 | 7/12/21 | 100,065.00 |
| | Certificate of Deposit | First Internet Bk IN | 32056GCP3 | 100,000.00 | 1.95% | 1.93% | 7/11/17 | 7/14/21 | 100,074.00 |
| | Certificate of Deposit | Comenity Cap Bank UT | 20033AUX2 | 245,000.00 | 2.00% | 2.00% | 7/13/17 | 7/16/21 | 245,213.15 |
| | Certificate of Deposit | UBS BK USA Salt LA UT US | 90348JAU4 | 50,000.00 | 1.50% | 1.50% | 7/14/16 | 7/20/21 | 50,039.00 |
| | Certificate of Deposit | Synchrony Bank, UT | 87164XNA0 | 50,000.00 | 1.45% | 1.44% | 7/14/16 | 7/22/21 | 50,042.50 |
| | Certificate of Deposit | Morgan Stanley Prv NY US | 61760AR50 | 250,000.00 | 2.10% | 2.07% | 7/23/19 | 8/2/21 | 250,470.00 |
| | Certificate of Deposit | Bank Hapoalim, NY | 06251AU32 | 147,000.00 | 3.00% | 2.99% | 8/15/18 | 8/23/21 | 147,649.74 |
| | Certificate of Deposit | Firstbank Puerto Rico | 33767A4K4 | 157,000.00 | 2.05% | 2.04% | 8/15/17 | 8/25/21 | 157,480.42 |
| | Certificate of Deposit | Enerbank UT | 29266N3H8 | 50,000.00 | 1.45% | 1.44% | 8/22/16 | 8/26/21 | 50,109.00 |
| | Certificate of Deposit | Privatebank, IL | 74267GVM6 | 147,000.00 | 1.50% | 1.49% | 8/10/16 | 8/30/21 | 147,346.92 |
| | Certificate of Deposit | Commercial BK, TN | 20143PDR8 | 197,000.00 | 3.00% | 2.98% | 6/19/18 | 9/21/21 | 198,308.08 |
| | Certificate of Deposit | Medallion Bk, UT | 58403B5Q5 | 198,000.00 | 2.05% | 2.03% | 12/5/16 | 12/16/21 | 199,825.56 |
| | Certificate of Deposit | Mercantil Comm Ban FL US | 58733ADT3 | 150,000.00 | 2.10% | 2.08% | 1/12/17 | 1/27/22 | 151,767.00 |
| | Certificate of Deposit | Franklin Syn Bank, TN | 35471TCV2 | 204,000.00 | 2.00% | 1.98% | 1/12/17 | 1/31/22 | 206,329.68 |
| | Certificate of Deposit | Sallie Mae Bank, UT | 7954502C8 | 197,000.00 | 2.65% | 2.60% | 3/27/19 | 4/4/22 | 200,912.42 |
| | Certificate of Deposit | Live Oak Banking, NC | 538036CM4 | 97,000.00 | 2.25% | 2.21% | 3/24/17 | 4/7/22 | 98,634.45 |
| | Certificate of Deposit | First National Bank of McGregor, TX | 36A99U934 | 145,000.00 | 2.25% | 2.21% | 12/5/17 | 6/20/22 | 148,014.55 |
| | Certificate of Deposit | Bank of New England, NH | 06426KAL2 | 246,000.00 | 3.15% | 3.00% | 7/17/18 | 7/29/22 | 254,110.62 |
| | Certificate of Deposit | Ally Bank UT US | 02007GKY8 | 247,000.00 | 2.15% | 2.08% | 7/23/19 | 8/1/22 | 252,493.28 |
| | Certificate of Deposit | Enerbank UT | 29278TKG4 | 100,000.00 | 2.05% | 2.01% | 7/29/19 | 8/8/22 | 102,151.00 |
| | Certificate of Deposit | First Bank Highland, IL | 319141HN0 | 247,000.00 | 2.20% | 2.15% | 8/28/17 | 9/7/22 | 253,120.66 |
| | Certificate of Deposit | Capital One Bank | 1404205H9 | 99,000.00 | 2.24% | 2.30% | 9/28/17 | 10/4/22 | 101,719.53 |
| | Certificate of Deposit | Commercial Savings Bank, IA | 202291AD2 | 247,000.00 | 2.10% | 2.05% | 10/15/17 | 10/18/22 | 253,333.08 |
| | Certificate of Deposit | Wells Fargo Bank NA, SD | 949495AQ8 | 248,000.00 | 1.90% | 1.85% | 1/13/20 | 1/17/23 | 254,643.92 |
| | Certificate of Deposit | Goldman Sachs Bank, UT | 38149MNT6 | 145,000.00 | 1.90% | 1.85% | 1/13/20 | 1/23/23 | 148,920.80 |
| | Certificate of Deposit | Texas Cap Bank, NY | 88224PLY3 | 250,000.00 | 0.30% | 0.30% | 7/31/20 | 2/7/23 | 250,505.00 |
| | Certificate of Deposit | Industrial & Coml NY | 45581EAR2 | 250,000.00 | 2.65% | 2.55% | 1/29/18 | 2/14/23 | 260,017.50 |
| | Certificate of Deposit | Belmont Svgs Bk, MA | 080515CH0 | 200,000.00 | 2.70% | 2.59% | 2/13/18 | 2/28/23 | 208,354.00 |
| | Certificate of Deposit | Bank Leumi, NY | 063248KR8 | 250,000.00 | 1.45% | 1.42% | 3/20/20 | 3/31/23 | 255,507.50 |
| | Certificate of Deposit | Citibank, NA SD | 17312QJ26 | 200,000.00 | 2.90% | 2.77% | 4/2/18 | 4/11/23 | 209,636.00 |
| | Certificate of Deposit | Synchrony Bank, UT | 87164XZL3 | 100,000.00 | 1.30% | 1.27% | 4/9/20 | 4/17/23 | 101,981.00 |
| | Certificate of Deposit | Capital One Bank | 14042TDM6 | 150,000.00 | 1.40% | 1.37% | 4/9/20 | 4/17/23 | 153,241.50 |
| | Certificate of Deposit | Goldman Sachs Bank, UT | 38148P7B7 | 100,000.00 | 2.65% | 2.53% | 5/1/19 | 5/8/23 | 104,544.00 |
| | Certificate of Deposit | Comenity Bank De US | 981993FI4 | 200,000.00 | 0.20% | 0.20% | 5/10/21 | 5/15/23 | 199,530.00 |
| | Certificate of Deposit | Enerbank UT | 29278TCG3 | 100,000.00 | 3.20% | 3.01% | 7/18/18 | 7/31/23 | 106,175.00 |
| | Certificate of Deposit | Third Fed S&L Assn OH | 88413QCT3 | 200,000.00 | 0.25% | 0.25% | 8/5/20 | 8/21/23 | 200,054.00 |

City of Clayton
Investment Holdings Summary
Qtr. Ending: June 30, 2021

ATTACHMENT 1

| Investment Account | Investment Type | Institution | CUSIP | Carrying Value | Rate | Current Yield | Settlement Date | Maturity Date | Market Value |
|--|--|----------------------------|------------|--------------------------------|-------|---------------|-----------------|---------------|--------------------------------|
| | Certificate of Deposit | New York CMNTY Bank | 649447TZ2 | 150,000.00 | 0.25% | 0.25% | 10/5/20 | 10/16/23 | 149,998.50 |
| | Certificate of Deposit | Bank of Baroda, NY | 06063HBH5 | 250,000.00 | 3.55% | 3.28% | 12/17/18 | 12/28/23 | 270,455.00 |
| | Certificate of Deposit | BMW Bank North Amer | 05580AZW7 | 198,000.00 | 0.25% | 0.25% | 6/3/21 | 6/11/24 | 197,671.32 |
| | Certificate of Deposit | Wells Fargo Bank NA, SD | 949763A48 | 197,000.00 | 2.75% | 2.57% | 4/25/19 | 5/3/24 | 210,669.83 |
| | Certificate of Deposit | BMO Harris BK NA IL | 05600XAN0 | 250,000.00 | 0.55% | 0.55% | 7/31/20 | 7/29/24 | 250,097.50 |
| | Certificate of Deposit | Texas Exchange BK TX | 88241TJG6 | 198,000.00 | 0.50% | 0.50% | 9/2/20 | 12/11/24 | 198,100.98 |
| | Certificate of Deposit | CPTL ONE Natl ASSN VA US | 14042RPW5 | 250,000.00 | 1.45% | 1.40% | 7/22/20 | 4/22/25 | 259,610.00 |
| | Certificate of Deposit | Flagstar Bank, FSB, MI | 33847E3D7 | 250,000.00 | 1.15% | 1.12% | 4/23/20 | 4/29/25 | 256,780.00 |
| | Certificate of Deposit | Delta Natl B&T Co NY | 2477RBW4 | 250,000.00 | 0.55% | 0.55% | 7/22/20 | 7/21/25 | 250,645.00 |
| | Certificate of Deposit | USAlliance Fed Cre NY | 90352RBD6 | 149,000.00 | 0.55% | 0.55% | 8/20/20 | 8/28/25 | 149,117.71 |
| | Certificate of Deposit | State Bank IL US | 856283P67 | 200,000.00 | 0.50% | 0.50% | 10/5/20 | 9/22/25 | 199,524.00 |
| | Certificate of Deposit | JP Morgan Chase, OH | 48128UPW3 | 250,000.00 | 0.40% | 0.40% | 10/28/20 | 10/30/25 | 249,945.00 |
| | Certificate of Deposit | Investors Cmnty Bank WI US | 46147UUPS | 250,000.00 | 0.50% | 0.50% | 1/20/21 | 1/27/26 | 247,742.50 |
| | Certificate of Deposit | Merrick Bank UT US | 59013KM89 | 245,000.00 | 0.50% | 0.50% | 1/20/21 | 1/29/26 | 242,758.25 |
| | Certificate of Deposit | Bank United NA Florida | 066519QKB | 94,000.00 | 0.65% | 0.65% | 2/24/21 | 3/5/26 | 93,600.50 |
| | Certificate of Deposit | Bank United NA Florida | 066519QT9 | 135,000.00 | 0.95% | 0.95% | 3/19/21 | 3/31/26 | 135,102.60 |
| | Certificate of Deposit | State Bank INDI NY US | 8562285VR9 | 248,000.00 | 0.95% | 0.94% | 5/10/21 | 5/19/26 | 249,453.28 |
| | | | | <u>\$ 9,775,000.00</u> | | | | | <u>\$ 9,931,642.15</u> |
| | Corporate Bonds & Notes | FFCB Bond | 3133EMHF2 | 150,000.00 | 0.60% | 0.61% | 11/25/20 | 11/24/25 | 148,410.00 |
| | Corporate Bonds & Notes | US Treasury Note | 91282CBC4 | 544,000.00 | 0.38% | 0.38% | 5/21/21 | 12/31/25 | 533,908.80 |
| | Corporate Bonds & Notes | FHLB NTS | 3130AKWAO | 100,000.00 | 0.52% | 0.53% | 2/3/21 | 12/12/21 | 98,389.00 |
| | | | | <u>\$ 794,000.00</u> | | | | | <u>\$ 780,707.80</u> |
| | Money Market Fund | No activity | | <u>\$ -</u> | | | | | <u>\$ -</u> |
| | Total UBS Financial Services Inc. | | | <u><u>\$ 10,629,538.58</u></u> | | | | | <u><u>\$ 10,772,888.53</u></u> |
| Morgan Stanley | Money Market Fund | Morgan Stanley | n/a | - | 0.00% | 0.00% | n/a | n/a | - |
| | No Activity or holdings in this account left at 9/30/2019. Account closed. | | | | | | | | |
| | Total Morgan Stanley | | | <u>-</u> | | | | | <u>-</u> |
| Bank of America (book balance - general ledger) | Cash (checking account) | Bank of America | | 2,840,256.13 | 0.00% | 0.00% | n/a | n/a | 2,840,256.13 |

City of Clayton
Investment Holdings Summary
Qtr. Ending: June 30, 2021

| Investment Account | Investment Type | Institution | CUSIP | Carrying Value | Rate | Current Yield | Settlement Date | Maturity Date | Market Value |
|--------------------|-----------------|-------------|-------|----------------|------|---------------|-----------------|---------------|--------------|
|--------------------|-----------------|-------------|-------|----------------|------|---------------|-----------------|---------------|--------------|

| Broker / Institution | Carrying Value | Percentage of Portfolio | Weighted Average Yield to Maturity | W.A.M. (yrs) | Market Value |
|---|-------------------|-------------------------|------------------------------------|--------------|-------------------|
| CAMP | 890,812 | 5.62% | 0.05% | 0.11 | 890,812 |
| LAIF | 1,494,635 | 9.43% | 0.22% | 0.53 | 1,494,635 |
| UBS Financial Services Inc. | 10,629,539 | 67.04% | 1.50% | 2.90 | 10,772,889 |
| Morgan Stanley | - | 0.00% | 0.00% | 0.00 | - |
| Bank of America (book balance) | 2,840,256 | 17.91% | 0.00% | 0.00 | 2,840,256 |
| Total investment Portfolio | 15,855,242 | 100.00% | 1.03% | 1.95 | 15,998,592 |
| | | | | | |
| 2020-21 Budgeted Interest - General Fund | | \$ | 100,000 | | |
| | | | | | |
| 2020-21 Budgeted Interest Revenue to date - General Fund (7/1/20 - 6/30/21) | | \$ | 113,321 | | |
| Percent of General Fund Budget Realized | | | 113.32% | | |
| | | | | | |
| Quarterly Weighted Average Annual Yield* | | | 1.03% | | |
| 2020-21 Total Pooled Investment Income To Date (7/1/20 - 6/30/21) \$ | | | 221,924 | | |
| | | | | | |
| *Yellow highlighted columns are corrections made by Katherine Korsak to the original investment portfolio summary submitted on October 19, 2021 | | | | | |
| **This calculation excludes the City's non-interest bearing pooled checking account with Bank of America | | | | | |

I verify that this investment portfolio is in conformity with State laws and the City of Clayton's investment policy. The City's cash management program provides sufficient liquidity to meet the next six month's expenditures.


Katherine Korsak, Finance Director
corrected Sandra Soto's work resubmitted 1/4/2021

12/23/21
Date


Hank Stratford, City Treasurer

12/22/21
Date

City of Clayton
Income Statement
 Budget to Actuals 7/1/2020-6/30/2021

| | | <u>Actual</u> | <u>Budget</u> | <u>Variance</u> |
|-----------------|-----------------|---------------|---------------|-----------------|
| Revenues | | | | |
| 101-5601-00 | Interest | \$113,320.77 | \$100,000.00 | 13% |
| 110-5601-00 | Interest | \$827.49 | \$0.00 | 0% |
| 201-5601-00 | Interest | \$4,065.93 | \$3,000.00 | 36% |
| 202-5601-00 | Interest | \$2,272.80 | \$1,000.00 | 127% |
| 210-5601-00 | Interest | \$26,584.17 | \$24,000.00 | 11% |
| 211-5601-00 | Interest | \$7,416.80 | \$6,400.00 | 16% |
| 212-5601-00 | Interest | \$320.44 | \$200.00 | 60% |
| 213-5601-00 | Interest | \$2,454.72 | \$2,200.00 | 12% |
| 214-5601-00 | Interest | \$1,950.78 | \$1,800.00 | 8% |
| 216-5601-00 | Interest | \$1,000.00 | \$1,000.00 | 0% |
| 217-5601-00 | Interest | \$72.01 | \$53.00 | 36% |
| 218-5601-00 | Interest | \$169.38 | \$120.00 | 41% |
| 219-5601-00 | Interest Income | \$0.00 | \$0.00 | 0% |
| 220-5601-00 | Interest | \$2,193.43 | \$2,000.00 | 10% |
| 222-5601-00 | Interest | \$849.25 | \$700.00 | 21% |
| 223-5601-00 | Interest | \$100.89 | \$80.00 | 26% |
| 230-5601-00 | Interest Income | \$7,824.43 | \$7,100.00 | 10% |
| 231-5601-00 | Interest | \$1,648.85 | \$1,200.00 | 37% |
| 301-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 302-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 303-5601-00 | Interest | \$32,758.93 | \$28,880.00 | 13% |
| 304-5601-00 | Interest | \$13,286.56 | \$12,000.00 | 11% |
| 401-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 405-5601-00 | Interest | \$13,940.66 | \$12,600.00 | 11% |
| 410-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 420-5601-00 | Interest | \$3,199.17 | \$2,000.00 | 60% |
| 421-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 422-5601-00 | Interest | \$2,500.00 | \$2,500.00 | 0% |
| 501-5601-00 | Interest | \$473.03 | \$400.00 | 18% |
| 502-5601-00 | Interest | \$2,912.93 | \$2,400.00 | 21% |

City of Clayton

Attachment 2

Income Statement

Budget to Actuals 7/1/2020-6/30/2021

| | | <u>Actual</u> | <u>Budget</u> | <u>Variance</u> |
|-------------------------------|----------|---------------------|---------------------|-----------------|
| 503-5601-00 | Interest | \$6,648.67 | \$6,000.00 | 11% |
| 601-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 615-5601-00 | Interest | \$2,368.17 | \$2,000.00 | 18% |
| 616-5601-00 | Interest | \$23,566.11 | \$20,000.00 | 18% |
| 701-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| 702-5601-00 | Interest | \$0.00 | \$30.00 | (100%) |
| 801-5601-00 | Interest | \$0.00 | \$0.00 | 0% |
| Total Revenues | | \$274,726.37 | \$239,663.00 | 15% |
| | | | | |
| BEGINNING FUND BALANCE | | \$0.00 | \$0.00 | 0% |
| | | | | |
| NET SURPLUS/(DEFICIT) | | \$274,726.37 | \$0.00 | 0% |
| | | | | |
| ENDING FUND BALANCE | | \$274,726.37 | \$0.00 | 0% |



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Mark Nassar, City Engineer

DATE: January 4, 2022

SUBJECT: RESOLUTION APPROVING CONSTRUCTION CHANGE ORDER IN THE AMOUNT OF \$128,746.22 SUBMITTED BY J.J.R. CONSTRUCTION, INC.; AMENDING AGREEMENT WITH HARRIS AND ASSOC. FOR AN INCREASE OF \$15,810 FOR DESIGN, INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES; AND APPROVING RE-ALLOCATION OF \$144,556.22 FROM THE NEIGHBORHOOD PAVEMENT PRESERVATION PROJECT (CIP 10449) TO THE CITY OF CLAYTON CURB RAMP IMPROVEMENT PROJECT (CIP 10453) TO FUND THE INCREASES FOR A REVISED TOTAL PROJECT COST OF \$498,444.22

RECOMMENDATION

Adopt a Resolution Approving a Construction Change Order (CCO) in the amount of \$128,746.22 submitted by J.J.R. Construction, Inc.; Amending Agreement with Harris & Associates for an Increase of \$15,810 for Design, Inspection and Construction Management Services; and Approving Re-Allocation of \$144,556.22 from the Neighborhood Pavement Preservation Project (CIP 10449) to the Curb Ramp Improvement Project (CIP 10453) to fund the Increases for a Revised Total Project Cost of \$498,444.22.

BACKGROUND

On July 20, 2021, the City Council approved the award of a construction contract to J.J.R. Construction Inc. (JJR) of Concord, California in the amount of \$288,738 for the City of Clayton Curb Ramp Improvement Project (CIP 10453). Clayton's Capital Improvement Program budget for FY 2020/21 included the construction of the FY2020 Pavement Rehabilitation Project (CIP 10449). The ADA law requires that the roadways receiving more than a micro-surfacing or slurry seal conform to current ADA requirements.

Hence, the Pavement Rehabilitation project in the budget was broken into two components: (1) bringing the roadways up to ADA standards by installing curb ramps and (2) treating the pavement. The Curb Ramp Improvement Project (CIP 10453) is the first of these two projects. The Project improvements include the installation of detectable warning surface (DWS) on ramps that would otherwise meet current standards based on slopes and other geometric requirements, but are out of compliance with current ADA standards, and the installation of new ramps. On September 21, 2021, the City Council approved Resolution 55-2021 establishing the budget for the Curb Ramp CIP (10453) at \$353,888 including construction and construction management.

DISCUSSION

The Notice to Proceed was issued to the curb ramp contractor (JJR) on September 27, 2021 and actual construction work commenced in October of 2021. There were forty-five curb ramps in the original scope of work. Eight of these original forty-five curb ramps were replaced with alternate locations that were considered more critical. In addition, two ramps, deemed also to be critical, were added, bringing the total to forty-seven curb ramps. During construction, City staff observed deteriorating conditions of sidewalks adjacent to the newly installed curb ramps and a few unsafe curb ramps that needed immediate repairs. To address the unsafe conditions of these sidewalks and curb ramps, the scope of work was expanded to include the additional needed improvements including:

- Eliminating unsafe and ADA non-compliant curb ramps by replacing them with sidewalks at two locations and extending ramp improvement to include repair of broken and raised sidewalks.
- Upgrading DWS (detectable warning system)-only sites to ADA-compliant ramps at two locations as the curb ramps had unsafe slopes and adding only DWS would be insufficient.
- Additional concrete and asphalt work for curb and gutter not accounted for in the original bid scope.
- Adding color pigmentation to the new concrete to match that of the existing sidewalks.
- Adjusting stop locations based on modified curb ramp construction by removing existing striping and adding new striping at the new positions.

All these additional tasks generated a Construction Change Order in the amount of \$128,746.22. The breakdown of the costs is shown in the Table following:

| Description | Contract Change |
|--|-----------------|
| Adding Color to Concrete - 203 cu yd / \$10 per yd. | \$2,030.00 |
| Removal of existing striping, relocation and adding striping for safety at two additional locations. | \$13,829.20 |

| | |
|---|---------------------|
| Replacement of 2 unsafe curb ramps with sidewalk at Chardonnay Cir and Broken & raised sidewalk adjacent to ramp added at two locations | \$26,204.88 |
| A net addition of two curb ramps overall | \$14,096.56 |
| Additional concrete/asphalt work quantity difference between bid and existing conditions at 47 ramps. | \$72,585.58 |
| Totals | \$128,746.22 |

The ADA Curb Ramp project construction was completed on December 10, 2021, well within the required time of completion stated in the construction contract.

To manage the additional work identified in the construction change order, there were also additional costs incurred by Harris & Associates for their design and construction management activities for the project. The initial estimate of costs for these construction management functions by Harris was \$55,150, which was included in the budget for this CIP. The additional costs associated with the change order for Harris are \$15,810, bringing the total cost for Harris project/construction management of the project to \$70,960.

FISCAL IMPACTS

Funding for the Project is provided in the Capital Improvement Program for Fiscal Year 2021/22. Due to the change order and the additional costs of design, inspection, and construction management, the total cost of the project has increased by \$144,556.22; requiring an increase in the project budget from a total of \$353,888 to \$498,444.22. It is recommended that these additional costs be funded by transferring \$144,556.22 from the Neighborhood Pavement Preservation Project (CIP 10449) to the Curb Ramp Improvement Project (CIP 10453). Transferring this amount would not prevent the pavement project from starting construction in Spring 2022 as planned, but may require a revision of its scope, if an alternate funding source is not ascertained by the time the project begins.

ATTACHMENT Resolution

RESOLUTION NO. ##-2022

RESOLUTION APPROVING CONSTRUCTION CHANGE ORDER IN THE AMOUNT OF \$128,746.22 SUBMITTED BY J.J.R. CONSTRUCTION, INC.; AMENDING AGREEMENT WITH HARRIS AND ASSOC. FOR AN INCREASE OF \$15,810 FOR DESIGN, INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES; AND APPROVING RE-ALLOCATION OF \$144,556.22 FROM THE NEIGHBORHOOD PAVEMENT PRESERVATION PROJECT (CIP 10449) TO THE CURB RAMP IMPROVEMENT PROJECT (CIP 10453) TO FUND THE INCREASES FOR A REVISED TOTAL PROJECT COST OF \$498,444.22

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, On July 20, 2021, the City Council approved the award of construction contract to J.J.R Construction Inc. of Concord (JJR), California in the amount of \$288,738 for the City of Clayton Curb Ramp Improvement Project (CIP 10453);

WHEREAS, a Notice to Proceed was issued on September 27, 2021 and work commenced in October of 2021;

WHEREAS, changes and additions were made to the original scope of work to address existing non-compliant conditions of the curb ramps and sidewalks;

WHEREAS, JJR completed construction work on December 10, 2021, well within the required time of completion stated in the contractor's contract;

WHEREAS, there was an overall cost increase in the project of \$144,556.22 due to additional construction requirements (\$128,746.22) and design, inspection and construction management services by Harris & Associates (\$15,810); and

WHEREAS, City staff has reviewed the Construction Change Order and increased costs for Harris's services and agrees that these costs are necessary to complete the project.

NOW THEREFORE, BE IT RESOLVED, the City Council of Clayton does determine the foregoing recitals are true and correct.

BE IT FURTHER RESOLVED, that the City Council of the City of Clayton hereby:

- Approves the Construction Change Order for JJR Construction in the amount of \$128,746.22;
- Approves amending the agreement with Harris & Associates for Design, Inspection and Construction Management Services by \$15,810; and

- Authorizes re-allocation of funding in the amount of \$144,556.22 from the Neighborhood Pavement Preservation Project (CIP 10449) to the Curb Ramp Improvement Project (CIP 10453).

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 4th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT

:

ABSTAIN

:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: January 4, 2022

SUBJECT: DETERMINATION OF 2022 COUNCIL COMMITTEE ASSIGNMENTS

RECOMMENDATION

It is recommended the City Council discuss and approve Mayor Cloven's proposed changes to the various Council ad-hoc and committee assignments for the ensuing year of 2022.

BACKGROUND

In addition to its primary role as elected official of the City of Clayton, members of the City Council hold a variety of ad-hoc and standing committee assignments that involve the direct participation of its members in a host of local and regional issues and intergovernmental organizations. Pursuant to its adopted *Council Guidelines and Procedures*, the Mayor assigns the Council ad-hoc and committee appointments annually, usually each December following Council reorganization, however, due to the cancellation of the second regular City Council meeting in December 2021, this item will be discussed at the regular City Council meeting of January 4, 2022. Consideration of this matter presents an opportunity to review established committees and determine continued relevance, need to create new ones, or abolish existing ones. In making the assignments, the Mayor is encouraged to seek individual input from members of the City Council regarding appointment preferences.

DISCUSSION

Attached are two (2) lists:

1. Mayor Cloven's list of proposed assignments for 2022.
2. The current list of City Council sub-committees and associated assignment during 2021. The list was updated to reflect the elections made at the Council Reorganization Meeting held on December 7, 2021 relative to the chair and vice chair of the Oakhurst Geological Hazard Abatement District (GHAD). The Clayton Financing Authority (CFA) chair and vice

chair are automatically filled by the mayor and vice mayor of the City, respectively, per its By-Laws. The Trails and Landscaping liaison is Vice Mayor per its policies.

Also are attached are the pertinent pages from the Council Guidelines and Procedures referencing Council ad-hoc and committee assignments.

Attachments: 1. Mayor Cloven's proposed assignments for 2022 (2 pages)
 2. City Council current Committee Assignments - 2021 (2 pages)
 3. *Council Guidelines and Procedures* (2 pages)

CITY COUNCIL ASSIGNMENTS STANDING/AD-HOC COMMITTEES/LIAISONS

CITY OF CLAYTON 2022

| | |
|---|---|
| Association of Bay Area Governments (ABAG) | Mayor Cloven Alternate: Carl Wolfe |
| Budget/Audit Standing Committee | Jeff Wan/Vice Mayor Tillman Alternate: Jim Diaz |
| Citizens Corps Council (CERT) | Jim Diaz Alternate: Jeff Wan |
| Clayton Financing Authority [CFA]* *[offices automatically go to Mayor & Vice Mayor, per Bylaws] | President – Mayor Cloven Vice President–Vice Mayor Tillman |
| Community Park Sports Fields Ad-Hoc Committee | Mayor Cloven/Jeff Wan |
| Contra Costa Water District [CCWD] Liaison | Jim Diaz Alternate: Vice Mayor Tillman |
| Central Contra Costa Transit Authority [CCCTA] | Keith Haydon Alternate: Carl Wolfe |
| Do the Right Thing /Unsung Heroes Program | Carl Wolfe/Mayor Cloven |
| Downtown Activities Committee | Carl Wolfe/Jim Diaz |
| East Bay Division - League of California Cities | Mayor Cloven Alternate: Jim Diaz |
| East Contra Costa County Habitat Conservancy | Carl Wolfe Alternate: Jeff Wan |
| Economic Development Committee | Mayor Cloven/Jeff Wan Alternate: Carl Wolfe |

Endeavor Hall Marketing Committee

Jim Diaz, Carl Wolfe
Alternate: Vice Mayor Tillman

Garbage & Recycling Committee

Jim Diaz, Vice Mayor Tillman

Interview Committees:

a. Planning Commission applicants

City Council

b. Trails and Landscaping Committee applicants

Mayor Cloven
Vice Mayor Tillman

Clayton Library Foundation Liaison

Vice Mayor Tillman
Alternate: CW Wolfe

Mayors' Conference – Contra Costa County

Mayor & Council

Mt. Diablo School District Liaison Committee

Jeff Wan, Vice Mayor Tillman
Alternate: Carl Wolfe

Oakhurst Geological Hazard Abatement District [GHAD]

Chair – Jim Diaz
Vice Chair– Carl Wolfe

Trails and Landscaping Committee (TLC) Liaison

Vice Mayor Tillman
Alternate: Jeff Wan

TRANSPAC

Mayor Cloven
Alternate: Carl Wolfe

* * * *

Revised: 04 January 2022
Original Adoption: 17 December 2004

CITY COUNCIL ASSIGNMENTS STANDING/AD-HOC COMMITTEES/LIAISONS

CITY OF CLAYTON 2021

| | |
|---|---|
| Association of Bay Area Governments (ABAG) | Carl Wolfe Alternate: Peter Cloven |
| Budget/Audit Committee (reinstate committee in place of recently formed ad hoc audit committee) | Jeff Wan/Holly Tillman Alternate: Jim Diaz |
| Citizens Corps Council (CERT) | Jim Diaz Alternate: Jeff Wan |
| Clayton Financing Authority [CFA]* *[offices automatically go to Mayor & Vice Mayor, per Bylaws] | President – Carl Wolfe Vice President – Peter Cloven |
| Community Park Sports Fields Ad-Hoc Committee | Carl Wolfe/Jeff Wan |
| Contra Costa Water District [CCWD] Liaison | Jim Diaz Alternate: Holly Tillman |
| Central Contra Costa Transit Authority [CCCTA] | Keith Haydon Alternate: Carl Wolfe |
| Do the Right Thing /Unsung Heroes Program | Carl Wolfe/Peter Cloven |
| Downtown Activities Committee | Carl Wolfe/Jim Diaz |
| East Bay Division - League of California Cities | Jim Diaz Alternate: Peter Cloven |
| East Contra Costa County Habitat Conservancy | Carl Wolfe Alternate: Jeff Wan |

Economic Development Committee

Peter Cloven/Jeff Wan
Alternate: Carl Wolfe

Endeavor Hall Marketing Committee

Jim Diaz, Carl Wolfe
Alternate: Holly Tillman

Garbage & Recycling Committee

Jim Diaz, Holly Tillman

Interview Committees:

a. Planning Commission applicants

City Council

b. Trails and Landscaping Committee applicants

Vice Mayor Peter Cloven
Jeff Wan

Clayton Library Foundation Liaison

Holly Tillman
Alternate: Peter Cloven

Mayors' Conference – Contra Costa County

Mayor & Council

Mt. Diablo School District Liaison Committee

Jeff Wan, Holly Tillman
Alternate: Carl Wolfe

Oakhurst Geological Hazard Abatement District [GHAD]

Chair – Holly Tillman
Vice Chair – Peter Cloven

Ad hoc Public Safety Committee

Jim Diaz/Holly Tillman

Trails and Landscaping Committee (TLC) Liaison

Vice Mayor Peter Cloven
Alternate: Jeff Wan

TRANSPAC

Peter Cloven
Alternate: Carl Wolfe

* * * * *

Revised: 01 December 2021
Original Adoption: 17 December 2004

4. Council Members exhibit care and respect for each other as persons.
5. Council Members promote care and respect for each other's point of view. Each Member has a right to be heard.
6. Opinions are expressed honestly, openly, civilly and with integrity.
7. Humor is an important tool.
8. Traditions are respected but not always binding.

C. COUNCIL INTERACTION AND COMMUNICATION

1. The Mayor makes Council sub-committee appointments annually in December; the Mayor is encouraged to seek input from Council regarding appointment preferences.
2. Members will take seriously the responsibility of reporting to Council on sub-committees and other regional, state and national board/agency/group activities in which they are involved.
3. Each Council Member has the responsibility to initiate resolution of problems as soon as possible.
4. Members shall recall and abide by the Brown Act when giving information to each other outside of public meetings.
5. Cheap shots at each other are not allowed by Members during public meetings, in the media, or at any other time.
6. Relationships are informal, but Council Members need to be aware of impact on and perception of the public.
7. Council Members will be flexible in covering Council responsibilities for each other.
8. Council Sub-Committees.
 - a. Sub-committee areas belong to the Council as a whole; they are not seen as territorial.
 - b. Sub-committees shall keep the rest of the Council fully informed. The rest of the Council is responsible for letting a sub-committee know if they want more information or to give input.
 - c. Before sub-committees start moving in new directions, they will obtain direction from the rest of the Council.

- d. Sub-committee reports will be made under "Council Reports" at Council meetings, when appropriate.
- e. Sub-committee memos will be sent on an interim basis to update other Council Members on:
 - 1). Issues being discussed.
 - 2). Options being considered.
 - 3). Progress.
- f. Appropriate reports will also be included in the City Manager's "Weekly Report".
- g. Council may contact Department Heads or the City Manager to be briefed on any sub-committee work.
- h. Council shall review the performance of citizen committees no less frequently than every six months.
- i. Sub-committees are task oriented with scheduled dates of completion.

D. COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

- 1. City Manager.
 - a. Council Members should always feel free to communicate with the City Manager.
 - b. When a Council Member is unhappy about the performance of a Department, he/she should discuss this with the City Manager, not any other employee [the City Manager will inform the Mayor of any serious violations of this norm].
 - c. Concerns about the performance of Department Heads must be taken to the City Manager and/or Mayor first for resolution through proper channels.
 - d. In passing along critical information, the City Manager will inform all Council Members.
 - e. Council will provide ongoing feedback, information and perceptions to the City Manager, including some response to the "Weekly Report".
 - f. Council will page the City Manager if there is an emergency and he/she cannot be reached by phone.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: JANUARY 4, 2022

SUBJECT: DISCUSSION AND DIRECTION TO STAFF REGARDING POTENTIAL "HERO PAY"

RECOMMENDATION

Staff recommends that the City Council discuss and provide direction to staff as needed.

BACKGROUND

At the City Council meeting of December 7, 2021, several Council members requested that a discussion be placed on a future City Council agenda related to a request made by the Clayton Police Officers Association for consideration of potential COVID-related "hero pay" that could be funded from the American Rescue Plan Act Funds received by the City of Clayton.

DISCUSSION

When the request was made during the December 7, 2021 meeting to bring back a discussion on the POA request, the Council members stated an interest in considering some sort of "hero pay" for the police officers as well as some interest in considering COVID-related pay for potentially all City employees. In preparation for the Council's discussion this evening, the following information is provided.

1. One of the identified categories of spending for ARPA funding is premium pay for essential workers defined as those working in critical infrastructure areas. In the case of local government, since all of our employees are considered disaster service workers and thus are essential workers, premium pay would be an eligible expense for all city employees. Further, most of the City's employees were providing some or all services in person sooner than many in other jurisdictions as Clayton was ahead of many other cities in the County in terms of opening to the public.

2. In a similar fashion to how the City Council structured some of the requirements for the ARPA-funded Clayton Cares program, it may make sense to consider including one-time payments only for current employees who were already employed by the City prior to March 3, 2021 and thus were part of the City's earliest and most challenging COVID responses. The City currently has one vacancy and five employees who began working for the City after March 2021.
3. The City has a total of 26.2 FTE (full-time equivalents), covering a total of 25 full-time employees and two part-time employees (each budgeted at 60% time). They fall into the following categories:
 - a. **Clayton Police Officers Association members:** 10 budgeted positions; currently 1 vacancy and 2 officers who began work after March 2021. This would leave 7 officers/sergeants currently who would be considered eligible under the criteria described under #2 above.
 - b. Miscellaneous Unit:
 - i. **Maintenance:** 6 positions; 1 person started after March 2021, leaving 5 eligible.
 - ii. **All full-time office and administrative positions** other than the City Manager; 8 positions; 2 started after March 2021, leaving 6 eligible.
 - c. **City Manager:** 1 position; recommend exclusion from consideration.
 - d. **Part-Time Employees:** 2 people, 60% time each; consider for scaled eligibility.

In total there could be up to 18 full-time employees and 2 part-time employees who could be considered eligible.

FISCAL IMPACTS

The ultimate fiscal impact to the City would vary depending on decisions the Council may make on whether to make one-time payments to employees related to COVID work, how many employees would be covered and how much the payments would be.

Of the total ARPA Funding the City has received (\$1.45 million), less than \$200,000 has been spent to-date, including \$103,000 in the first 22 Clayton Cares applications approved as well as related administrative expenses. As of December 22, 2021, there are another 3 Clayton Cares applications that have been received and will likely be eligible for business funding of \$5,000. Even if the number of successful applications doubles after the first of the year, there will be funding available from the first tranche of ARPA funding for a modest amount of premium pay if the Council chooses to move forward with such a program.

ATTACHMENT

Attachment 1: Letter from Clayton Police Officer's Association

DATE: 12/02/21

TO: Clayton City Manager Rene Schwartz, Mayor Wolfe, Vice Mayor Cloven and Council Members; Diaz, Wan and Tillman

From: Clayton Police Officer's Association

I am writing to you on behalf of the Clayton Police Officer's Association.

With the upcoming dispersal of American Rescue Plan Act (ARPA) funds, I would ask for your consideration in providing each police officer with "Hero Pay."

During the Covid-19 pandemic, every police officer stayed the course and continued to come to work to protect this wonderful city. While other city employees were able to work from home, our police officers did not have that choice. During the pandemic, nobody knew what it could bring. Just like everyone else in the country, our police officers were worried about getting sick or worse yet bringing the sickness home to our loved ones. Unfortunately, one of our police officers was infected with COVID last year.

Other cities are recognizing their first responders, by compensating them with funds from ARPA. Our next door neighbor (City of Concord) are providing all employees with \$2,000.00. The city is also giving Concord Police Officers an additional \$1,400.00 because city officials recognize the risks police officers undertook being on the front lines during the pandemic. Although nobody knew how this pandemic would play out, that did not deter our police officers from coming to work. By including our police officers in the dispersal of these funds, it would show your appreciation for the work we have been performing during these extraordinary times.

In closing, I ask that every police officer be recognized for their work and dedication to the city by including us in the dispersal of the ARPA funds.

I thank each of you for your consideration.

Thank you,

Rich Enea (Clayton POA President).



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dana Ayers, Community Development Director

DATE: January 4, 2022

SUBJECT: Progress Report on 6th Cycle Housing Element Update and Discussion and Direction to Staff on Draft Housing Element Goals

RECOMMENDATION

Staff recommends that the City Council:

1. Receive the report on recent and upcoming efforts on the 6th Cycle Housing Element Update; and
2. Accept public comment on the Draft Housing Element goals attached to this Agenda Report as **Attachment 1**; and
3. Provide direction to staff on the Draft Housing Element goals.

BACKGROUND

Legislative Context: California Government Code (GC) Section 65302 requires each city and county in the state to have a general plan, a “comprehensive, long-term” plan for the physical development or preservation of lands within or proximate to the jurisdiction’s boundaries. Pursuant to Subsection c of GC Section 65302, each general plan must include, at a minimum, elements addressing land use, transportation/circulation, conservation, open space, safety, noise, environmental justice and housing. The required housing element must:

“...consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and

shall make adequate provision for the existing and projected needs of all economic segments of the community.” (GC Section 65583)

The housing element of the general plan must have, at a minimum, all of the components listed in GC Section 65583, which are summarized below.

- (a) An assessment of existing and projected needs for housing households of all income levels, including an inventory of the resources and the regulatory and financial constraints to meeting those needs; an inventory of lands suitable for residential development and the jurisdiction’s regional housing needs allocation (RHNA); an evaluation of existing household characteristics and housing stock condition; identification of locations for emergency shelter; and analysis of affordable units at-risk of conversion to market-rate.
- (b) A statement of the community’s goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing.
- (c) A program of actions that the jurisdiction commits to implementing during the eight-year housing cycle to achieve the goals and policies of the housing element. Such actions must include, but are not limited to, actions to rezone properties as needed to achieve densities that would accommodate the RHNA; removal of governmental and nongovernmental constraints to the maintenance, improvement, or development of housing for people of all income levels and abilities; and incentives for construction affordable accessory dwelling units. The housing element must also commit to affirmatively furthering fair housing by identifying and correcting disparities in access to housing for all persons, “regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act...and any other state and federal fair housing and planning law.”

The housing element must be adopted every five to eight years by the legislative body of the city or county, following a process of community input and public hearings. The housing element is also the only mandatory general plan element that must also be submitted to the State Department of Housing and Community Development (HCD), who will review and certify the housing element if it is found to be compliant with State law. Noncompliance with housing element legislation of the State could result in a jurisdiction’s loss of eligibility for certain grant funds, fines and financial penalties, or loss of decision-making authority for certain housing development and housing planning projects.

Progress Report on Clayton's 6th Cycle Housing Element Update – Recent Efforts:

The City of Clayton commenced its 6th Cycle Housing Element Update with selection of the consulting firm MIG, Inc., to prepare the Update on May 18, 2021. Since selection of the consultant, City staff and the consultant have:

- Met with stakeholders, members of the City Council and Planning Commissioners to introduce the process and obtain early feedback.
- Held a kickoff study session at a joint meeting of the City Council and Planning Commission on September 28, 2021. At that special meeting, MIG gave an overview of the Housing Element process for the benefit of the public, clarified the roles of the Council and Commission in the Update process, reviewed the community engagement strategy, and received initial comments from the public and decision-makers on the Housing Element Update process.
- Held a community workshop on October 20, 2021. At that community meeting, residents and interested parties were invited to share their experiences and insights about housing in Clayton.
- Opened an online survey to residents and interested parties to share their housing preferences, priorities and opinions about housing in Clayton. This survey was available between November 5 and December 10, 2021, and included an opportunity for respondents to share their vision for the City-owned Downtown Site on the east side of Oak Street between Clayton Road and Main Street. Not all of the over 400 participants who accessed the survey provided responses to all of the questions posed; the most frequently answered question was question 4, which had 103 responses. An overview of the responses submitted to the survey is provided in **Attachment 2**.
- Reviewed past year's Housing Element Annual Progress Reports to the City Council and HCD to evaluate progress made on implementation of currently-adopted Housing Element policies and programs.
- Identified currently vacant and underutilized sites in the City as potential opportunity sites for development of housing to meet Clayton's RHNA. See **Attachment 3** for an overview of identified opportunity sites and their entitled or possible development potential.

Progress Report on Clayton's 6th Cycle Housing Element Update – Upcoming Efforts:

In the coming weeks, staff and MIG will prepare a second online opportunity for community members and interested parties to offer feedback on the Housing Element, and more specifically on the potential housing sites inventory depicted in **Attachment 3**. Using an interactive online platform, participants in the survey will be invited to shift densities and development potential among the various opportunity sites to achieve or exceed the City's RHNA.

Staff and MIG will also be commencing work on the environmental analysis necessary to support the adoption of the Housing Element Update and any related zoning changes, as required by the California Environmental Quality Act (CEQA). The environmental process will begin with release of a Notice of Preparation of an Environmental Impact Report (EIR) later this month, which will start a 30-day window of opportunity for interested public agencies and parties to give input on the scope of the analysis to include in the EIR.

Additionally, staff and MIG will engage the Planning Commission at its meetings to develop the draft policies and programs that will implement the Housing Element goals for which staff and MIG are seeking community input this evening.

DISCUSSION

At the September 28, 2021, joint Planning Commission and City Council meeting, members expressed a desire to be kept apprised of the Housing Element process, and to provide input on the guiding principles of this 6th Cycle Housing Element Update. This Agenda Report provides the progress information requested by decision-makers at that meeting. This agenda item is also a request for the public and City Council to give feedback on the Housing Element goals that will be the foundation on which the Housing Element's policies and programs will be based.

The currently-adopted Housing Element contains six goals. Staff and MIG have suggested seven goals for this Housing Element Update. Proposed goals reflect the same aspirations of the adopted Housing Element, and in some instances are directly carried forward using the same text as that written in the adopted Housing Element. For this Housing Element Update, the suggested goals are:

- Goal I. Maintain and enhance long-established housing and neighborhoods in Clayton while accommodating moderate growth.
- Goal II. Encourage a variety of housing types, densities, and affordability levels to meet the diverse needs of the community, including a mix of ownership and rental units.
- Goal III. Meet the housing needs of extremely low-, very low-, low-, and moderate-income households and increase opportunities for renters and first-time homebuyers.
- Goal IV. Remove governmental constraints and obstacles to the production of housing for all income groups.
- Goal V. Ensure equal housing opportunities for all persons in Clayton regardless of age, race, religion, sex, marital status, national origin, color, disability, or other barriers that prevent choice in housing.
- Goal VI. Encourage and improve energy efficiency in new and existing housing.

- Goal VII. Promote and participate in the resolution of housing, employment, and transportation issues on a regional basis in cooperation with all Contra Costa County jurisdictions.

Attachment 1 lists each of these proposed goals and provides a comparison of the suggested 6th Cycle Housing Element goals with the adopted 5th Cycle Housing Element goals. Policies that could be considered for implementation of each goal are also provided in the table. Through workshops with the Planning Commission and public in the coming months, additional policies and programs could also be developed to facilitate implementation of each suggested goal.

No formal action of the City Council is requested at this time, though community and Council members are asked for their feedback on the proposed goals listed above and in **Attachment 1**. As mentioned above, staff and MIG will engage the Planning Commission at its meetings to develop the draft policies and programs that will implement Housing Element goals. Once the Housing Element Update is drafted, the Planning Commission will be tasked with making a recommendation on the document to the City Council, and the City Council will have authority to adopt the Commission's recommendation as is or with their own revisions. Planning Commission and City Council public hearings to consider adoption of the 6th Cycle Housing Element Update are scheduled to occur in Fall 2022.

FISCAL IMPACTS

There are no fiscal impacts associated with receipt of the Housing Element Update Progress Report or discussion of Draft Housing Element Goals.

ATTACHMENTS

1. Clayton Housing Element: Draft Goals and Example Policies
2. Overview of Housing Element and Downtown Site Online Survey Responses
3. Map of Potential Housing Opportunity Sites

Clayton Housing Element: Draft Goals and Example Policies

December 22, 2021

| 5 th Cycle Goals | 6 th Cycle Draft Goals | Example Policies |
|---|---|---|
| | Goal I. Maintain and enhance long-established housing and neighborhoods in Clayton while accommodating moderate growth. | <p>I.1. Neighborhood Preservation. Preserve the architectural and design quality of established residential neighborhoods.</p> <p>I.2. Impacts of New Housing. Consider and mitigate the impacts of new housing on the City's infrastructure, open space, natural resources, and public services.</p> |
| Goal I. Provide for adequate sites and promote the development of new housing to accommodate Clayton's fair share housing allocation. | Goal II. Encourage a variety of housing types, densities, and affordability levels to meet the diverse needs of the community, including a mix of ownership and rental units. | <p>II.1. Adequate Housing Sites. Maintain and implement land use policies and regulations that accommodate a range of residential housing types that can fulfill local housing needs and Clayton's RHNA.</p> <p>II.2. Variety of Densities and Housing Types. Implement land use policies and standards that allow for a range of residential densities and housing types that will enable households of all types and income levels opportunities to find suitable ownership and rental housing in the City.</p> |

| | | |
|---|--|---|
| <p>Goal III. Increase housing opportunities for lower-income renters and first-time homebuyers.</p> | <p>Goal III. Meet the housing needs of extremely low-, very low-, low-, and moderate-income households and increase opportunities for renters and first-time homebuyers.</p> | <p>III.1 Special Housing Needs. Encourage the private and public sectors to produce or assist in the production of housing, with emphasis on housing affordable to persons with disabilities, seniors, large families, female-headed households with children, and people experiencing homelessness.</p> <p>III.2. Assistance and Incentives. Facilitate the provision of affordable housing by providing technical assistance, regulatory incentives and concessions, and financial assistance when available.</p> |
| <p>Goal II. To the extent feasible, remove governmental constraints for affordable and special needs housing.</p> | <p>Goal IV. Remove governmental constraints and obstacles to the production of housing for all income groups.</p> | <p>IV.1. Residential Development Standards. Review and adjust residential development standards, regulations, ordinances, departmental processing procedures, and residential fees related to rehabilitation and construction that are determined to constrain housing development.</p> <p>IV.2. Policy Assessments. Identify, assess, and amend proposed ordinances and policies that adversely affect housing cost, recognizing that some increases in housing costs might be offset by decreases in other</p> |

| | | |
|--|---|--|
| | | household costs (e.g., energy bills). |
| Goal IV. Ensure equal housing opportunities for all persons in Clayton regardless of age, race, religion, sex, marital status, national origin, color, disability, or other barriers that prevent choice in housing. | Goal V. Ensure equal housing opportunities for all persons in Clayton regardless of age, race, religion, sex, marital status, national origin, color, disability, or other barriers that prevent choice in housing. | <p>V.1. Discrimination. Promote equity and prohibit discrimination in the sale, rental, or financing of housing based on race, color, ancestry, religion, national origin, sex, sexual orientation, gender identity, age, disability/medical condition, familial status, marital status, source of income, or any other arbitrary factor.</p> <p>V.2. Fair Housing. Assist in the enforcement of fair housing laws by providing references for residents to organizations that can receive and investigate fair housing allegations, monitor compliance with fair housing laws, and refer possible violations to enforcing agencies.</p> |
| Goal V. Encourage and maintain energy efficiency in new and existing housing. | Goal VI. Encourage and improve energy efficiency in new and existing housing. | VI.1. Energy Efficiency. Encourage homeowners and business owners to implement new technologies and retrofit buildings to improve energy efficiency. |
| Goal VI. Promote and participate in the resolution of housing, employment, and transportation issues on a regional basis in cooperation with all Contra Costa County jurisdictions. | Goal VII. Promote and participate in the resolution of housing, employment, and transportation issues on a regional basis in cooperation with all Contra Costa County jurisdictions. | VII.1 Regional Collaboration. Actively support regional-based solutions to the housing, employment, and transportation issues initially within Contra Costa County and ultimately within the Bay Area. |

CITY OF CLAYTON SIXTH CYCLE HOUSING ELEMENT

Maptionnaire Survey Results

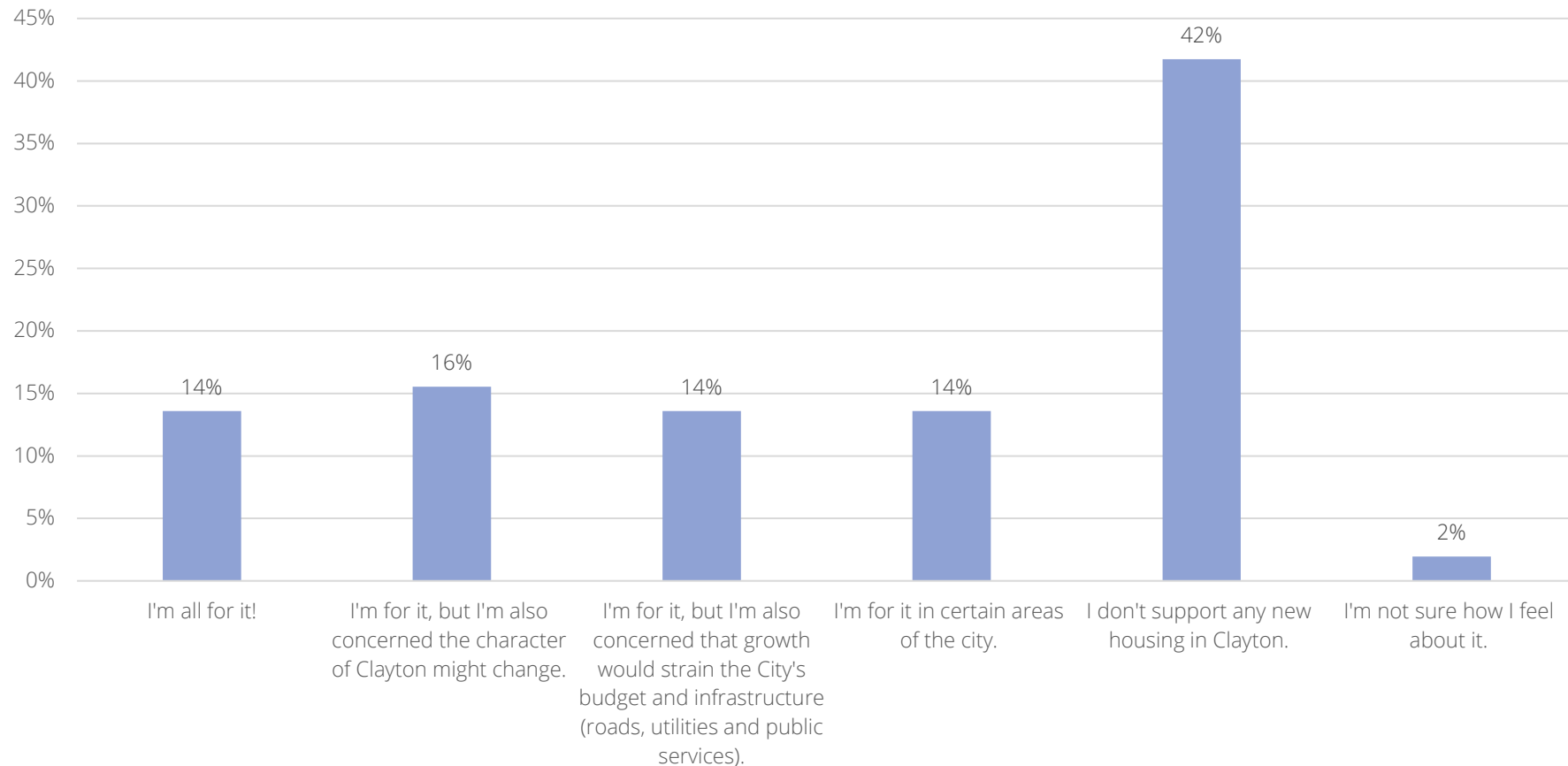
December 21, 2021



**LET'S GET
STARTED!**



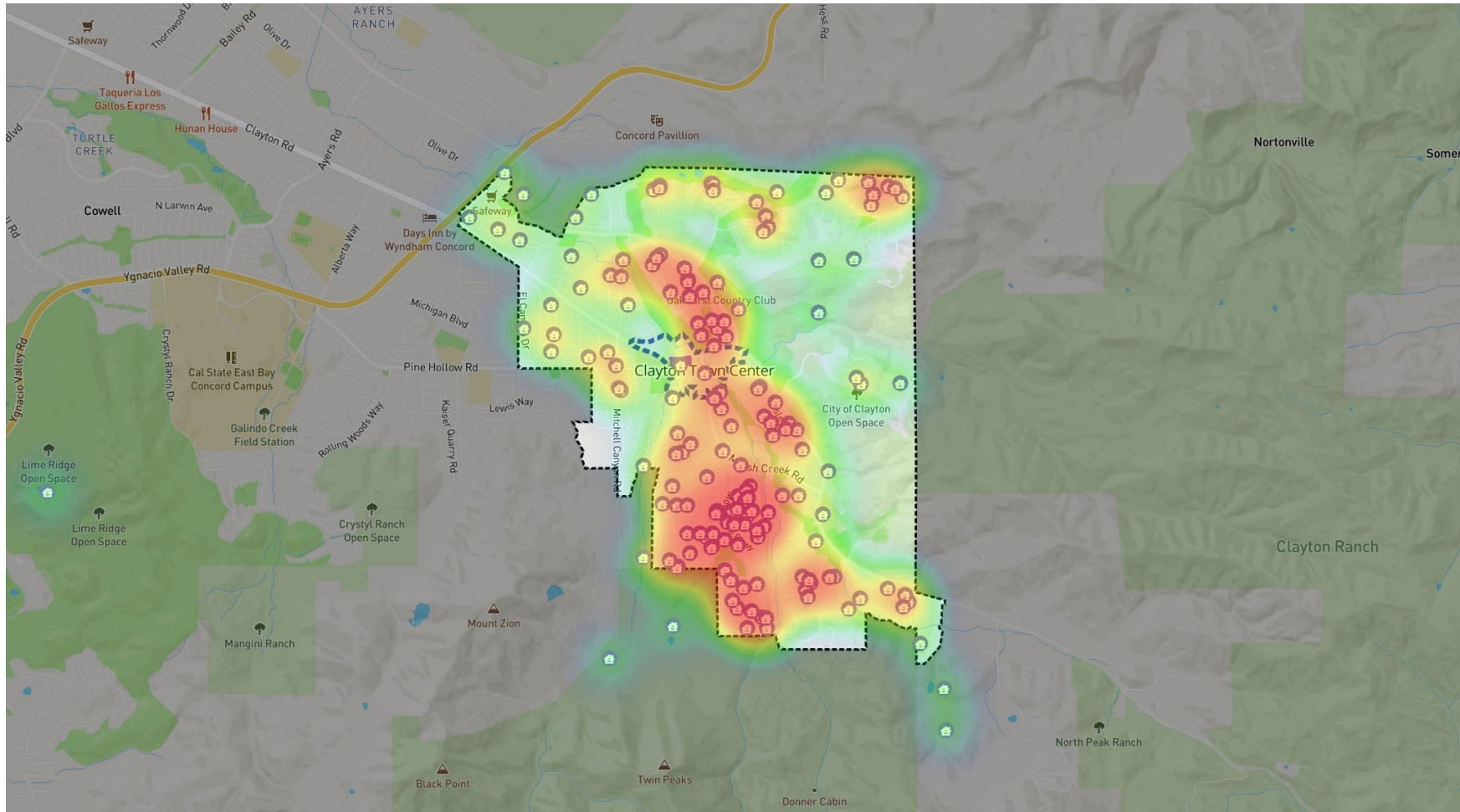
What do you think about the potential growth increase in housing units in Clayton?



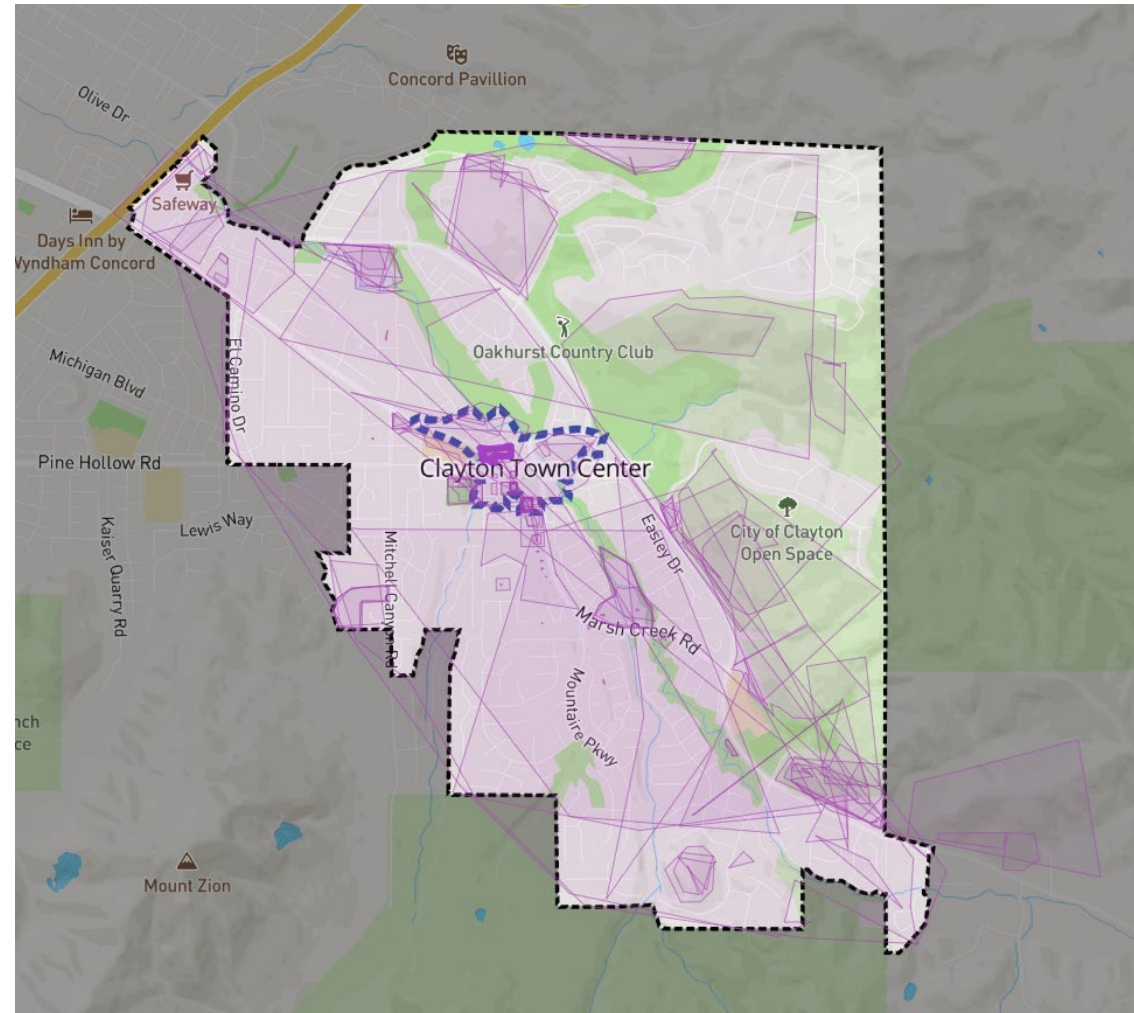
USING THE INTERACTIVE MAP



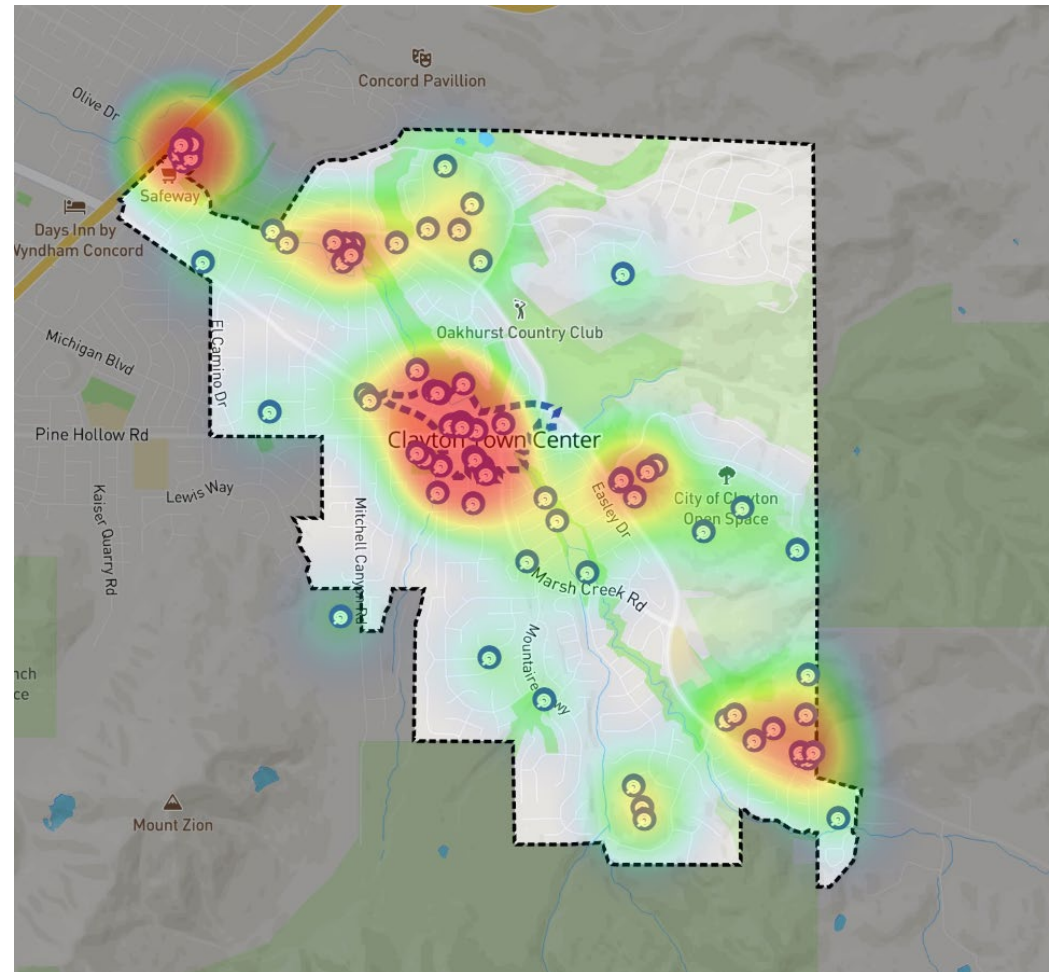
Where do you live?



Areas for New Housing



Sites for New Housing



DOWNTOWN SITE



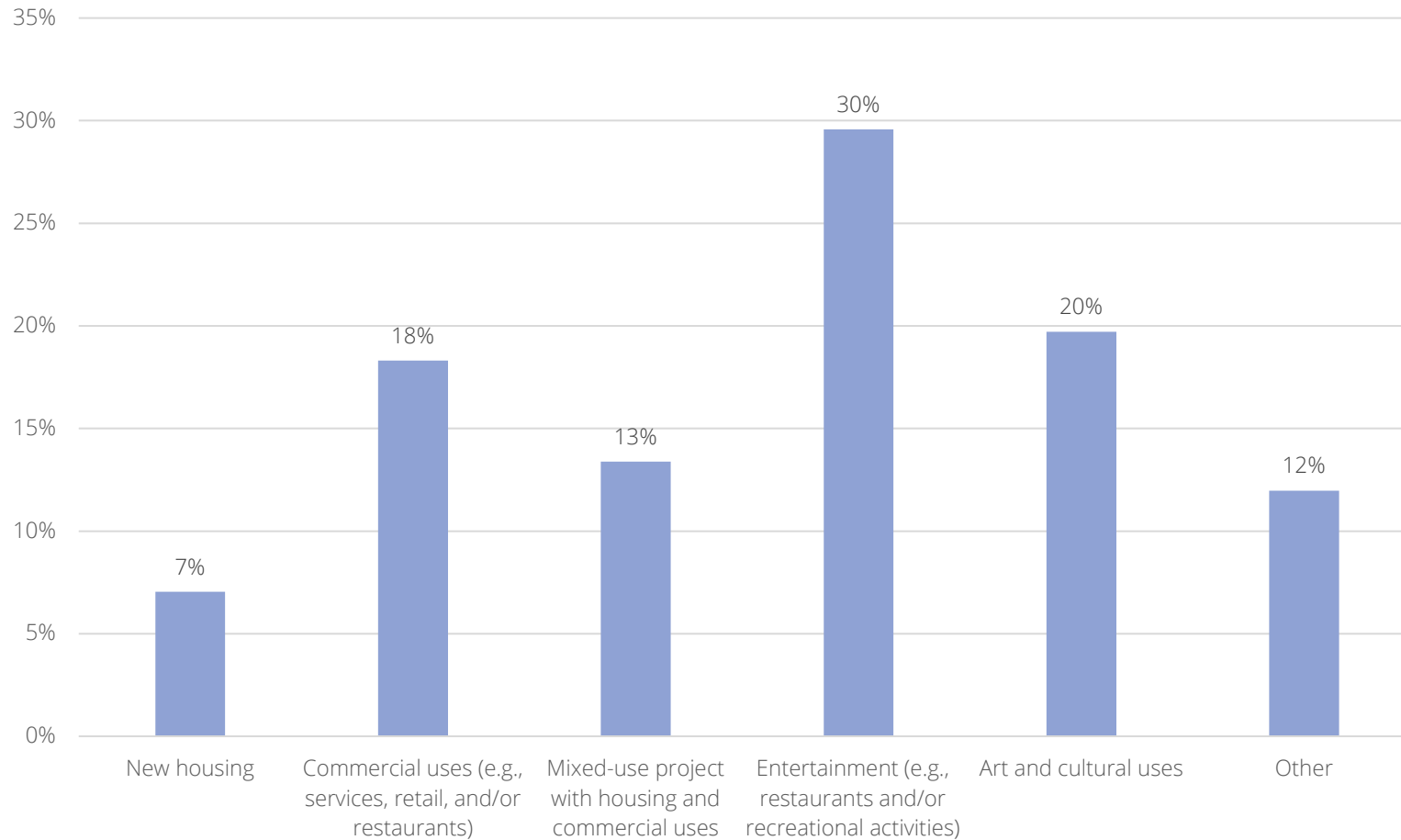
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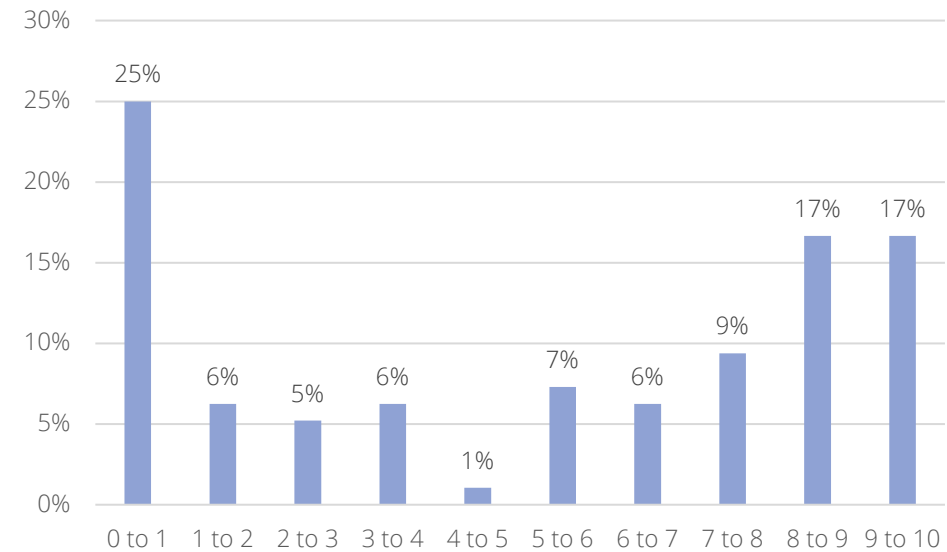


What would you like to see at the Downtown Site? You may select more than one.

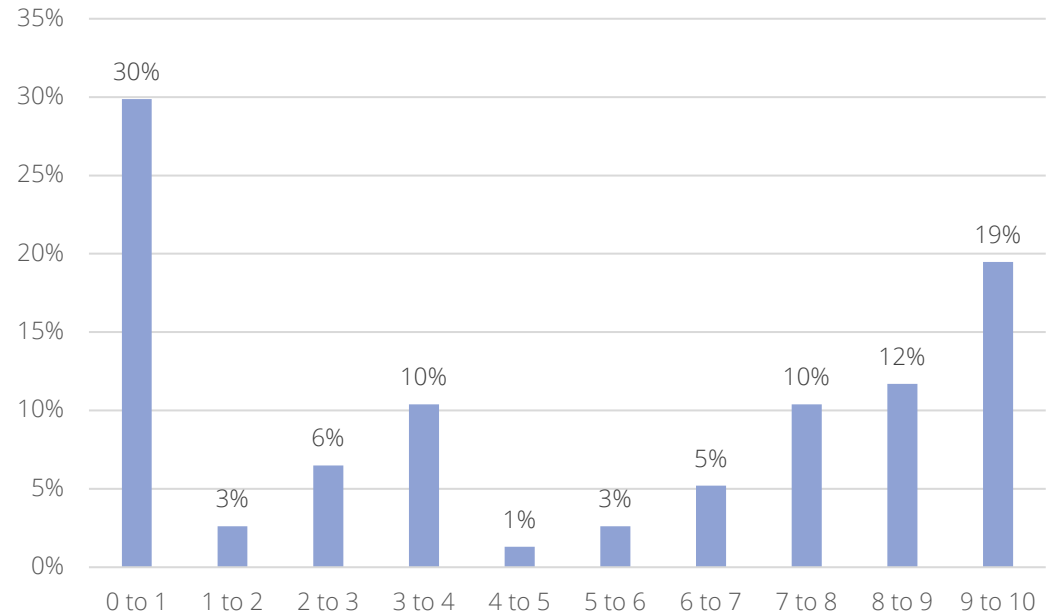


Please indicate your level of support for the following example housing and commercial types for the Downtown Site using the sliders below (0 = Not at all important and 10 = Very important). The images illustrate potential uses and scale and do not depict the designs of future buildings.

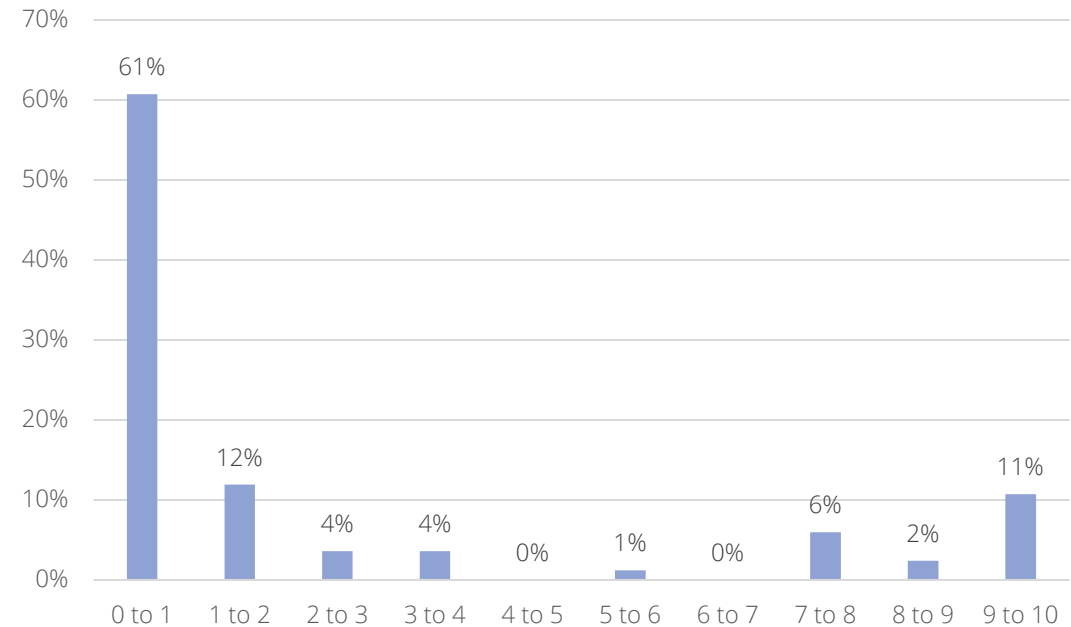
What is your level of support for new duplexes?



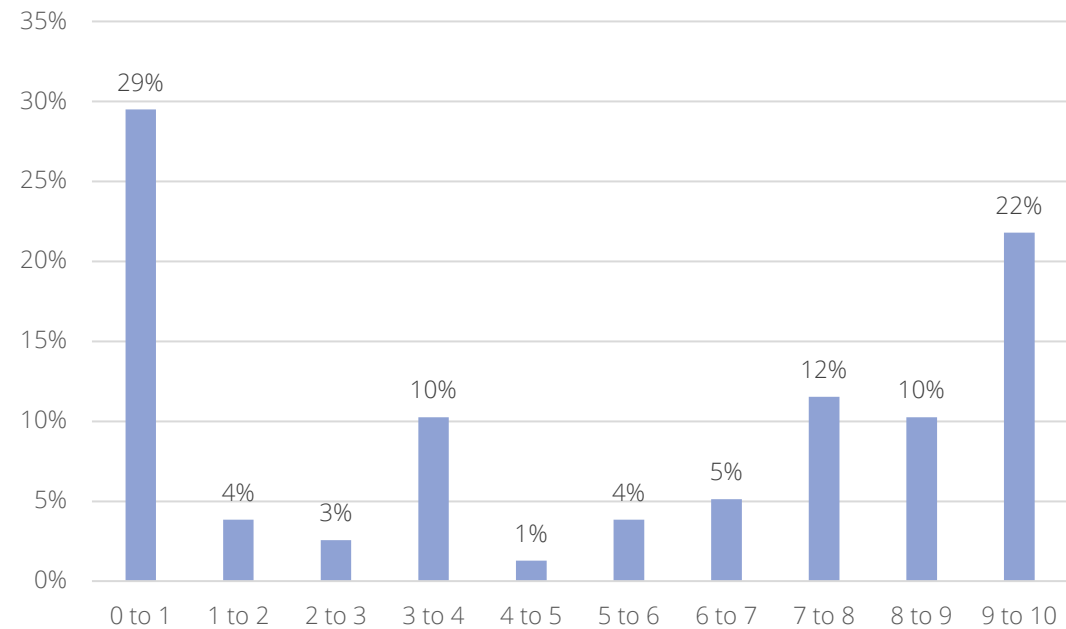
What is your level of support for new townhomes?



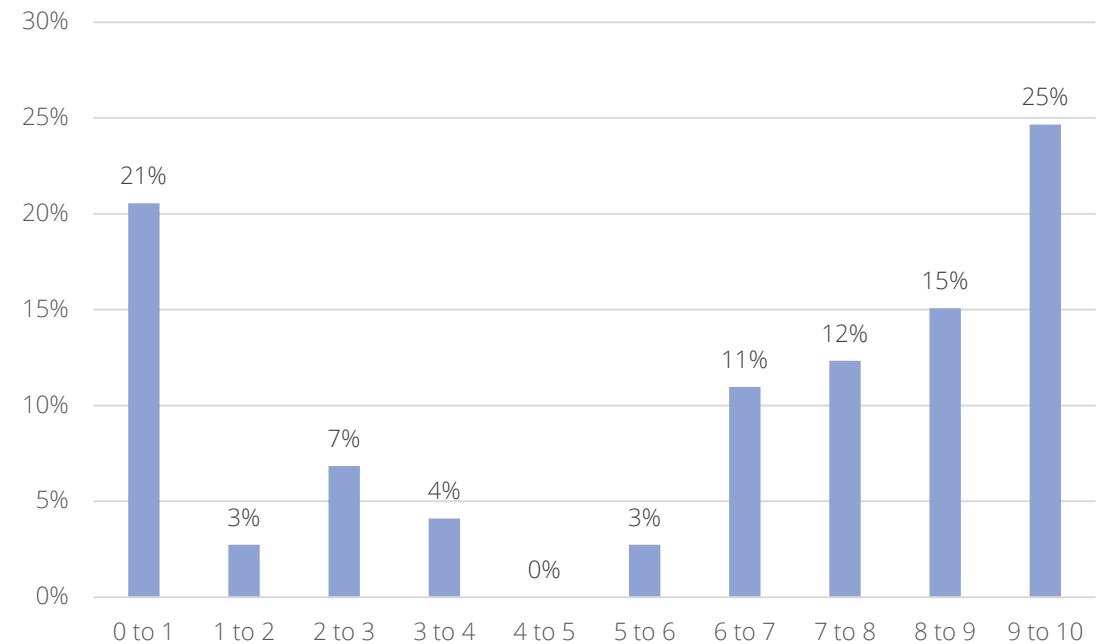
What is your level of support for new apartments/condominiums?



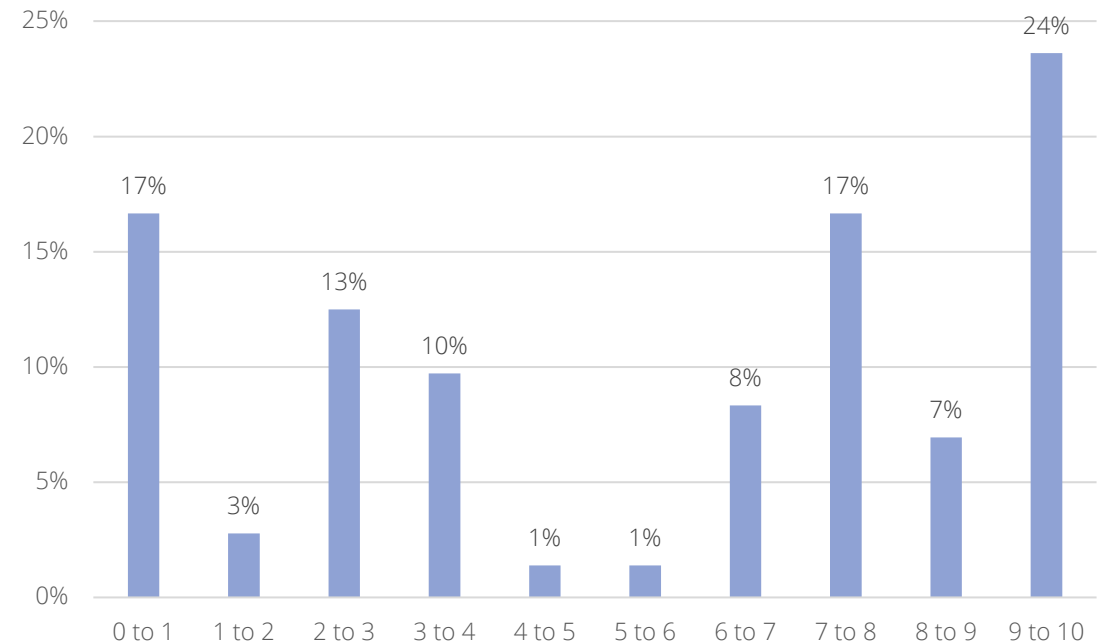
What is your level of support for new mixed-use projects with retail?



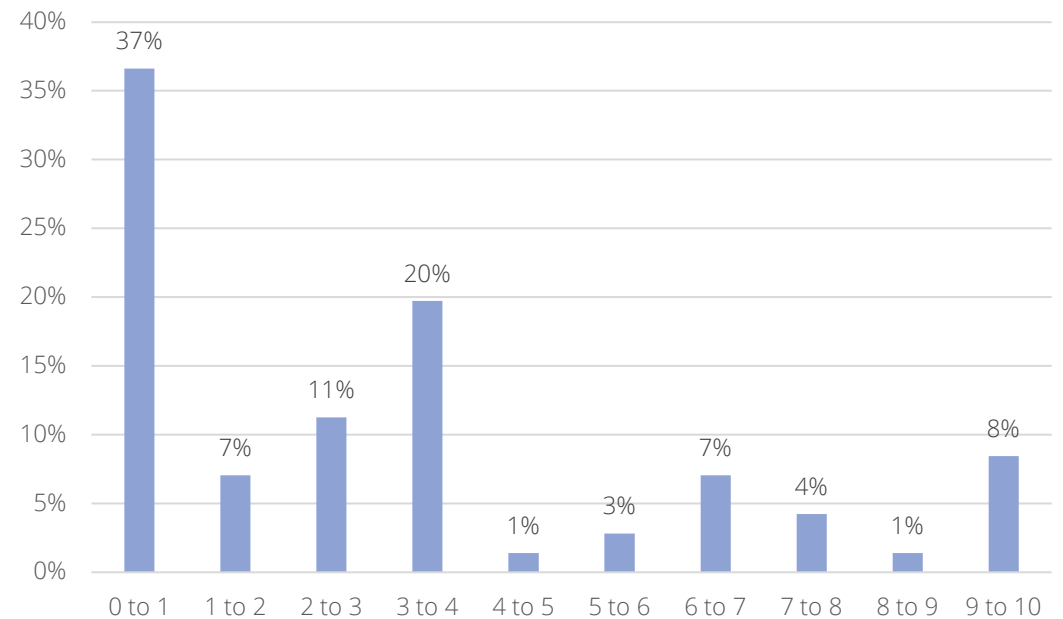
What is your level of support for new mixed-use projects with dining?



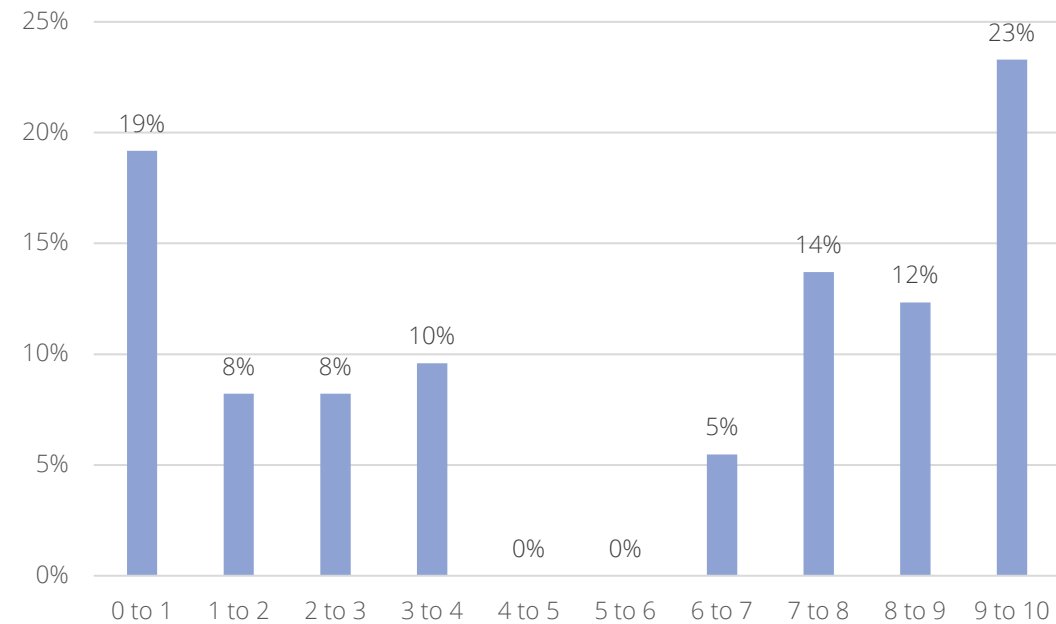
What is your level of support for new retail?



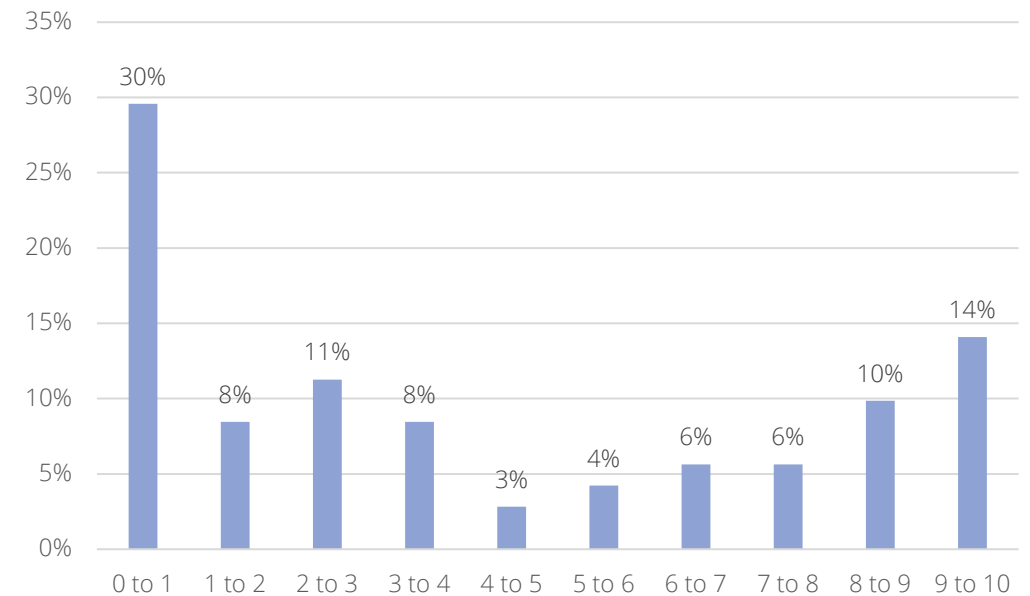
What is your level of support for new commercial (office) spaces?



What is your level of support for new grocery store?



What is your level of support for a new performing arts center?

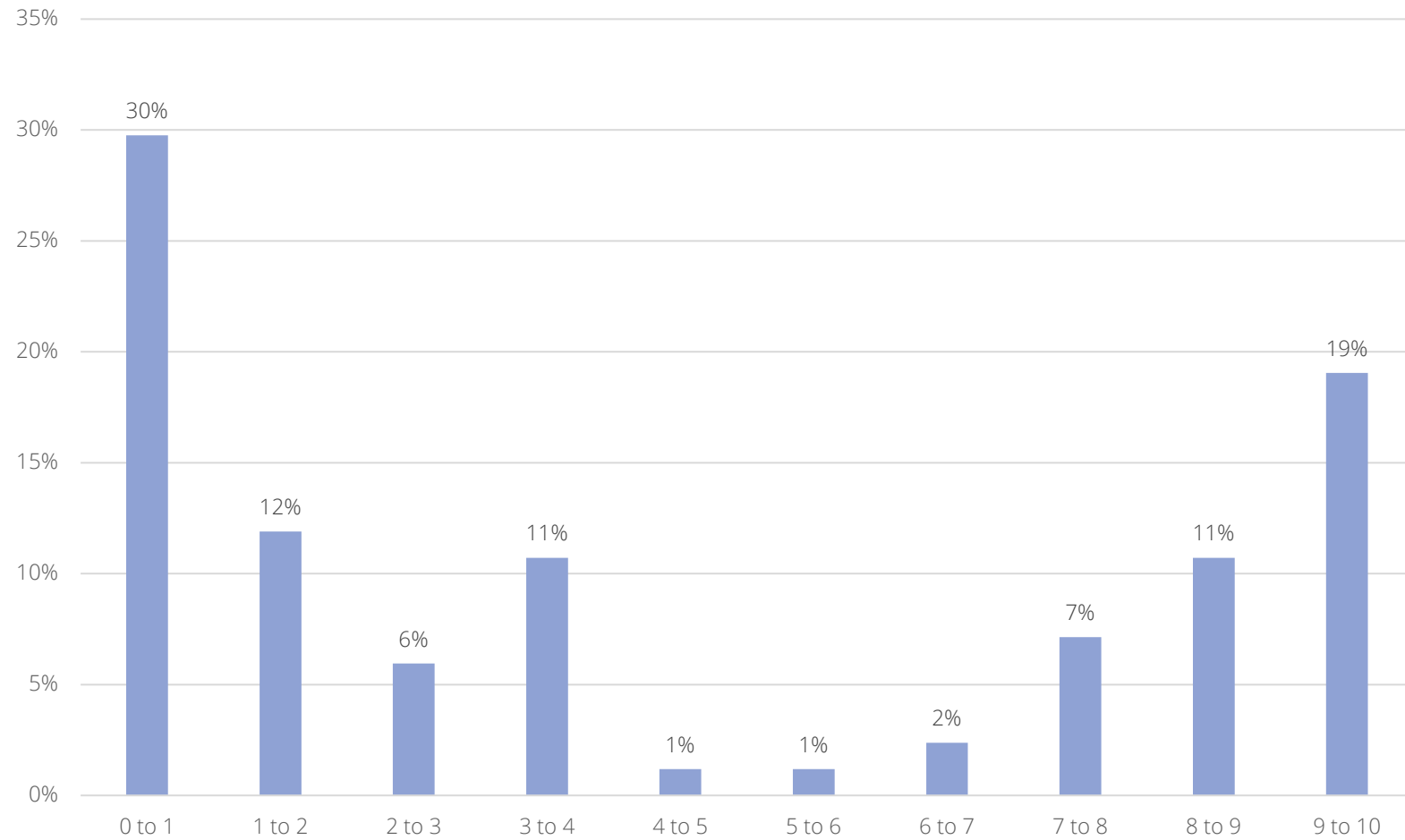


COMMUNITY VISION AND GOALS

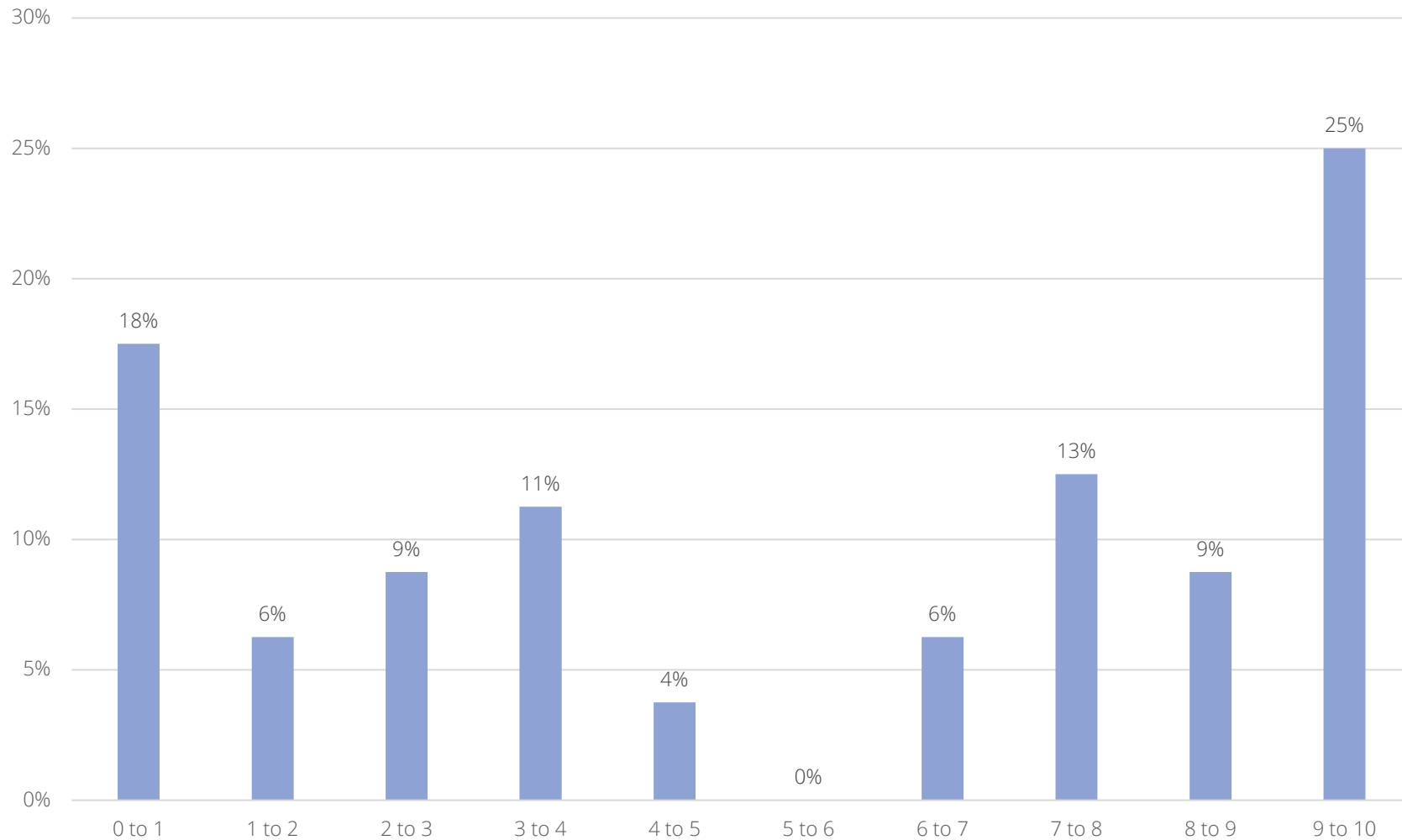


Please indicate the importance of housing issues and challenges in Clayton using the sliders below (0 = Not at all important and 10 = Very important). Click on the slider and leave it at 5 if the item is neither important or unimportant to you.

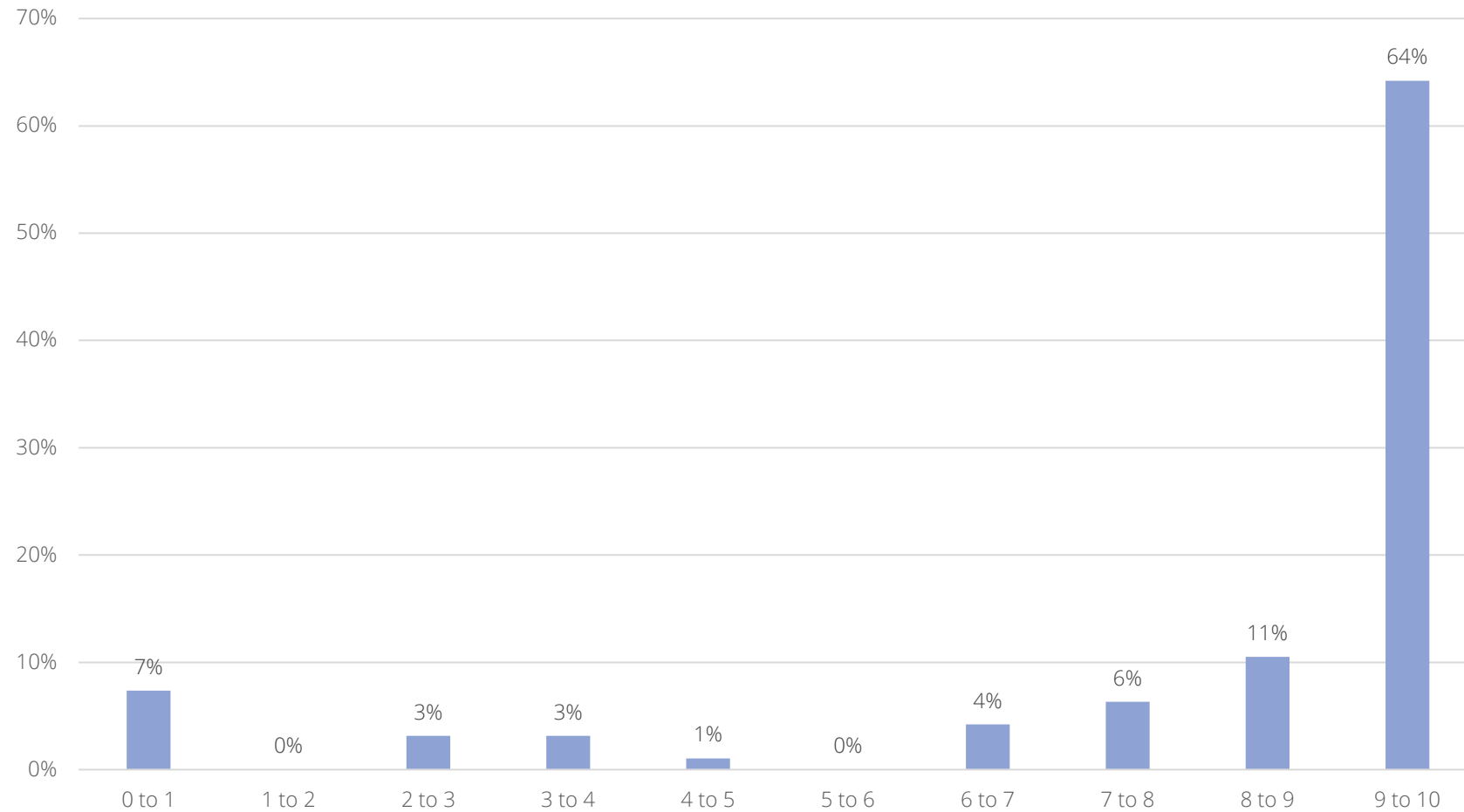
Housing Supply



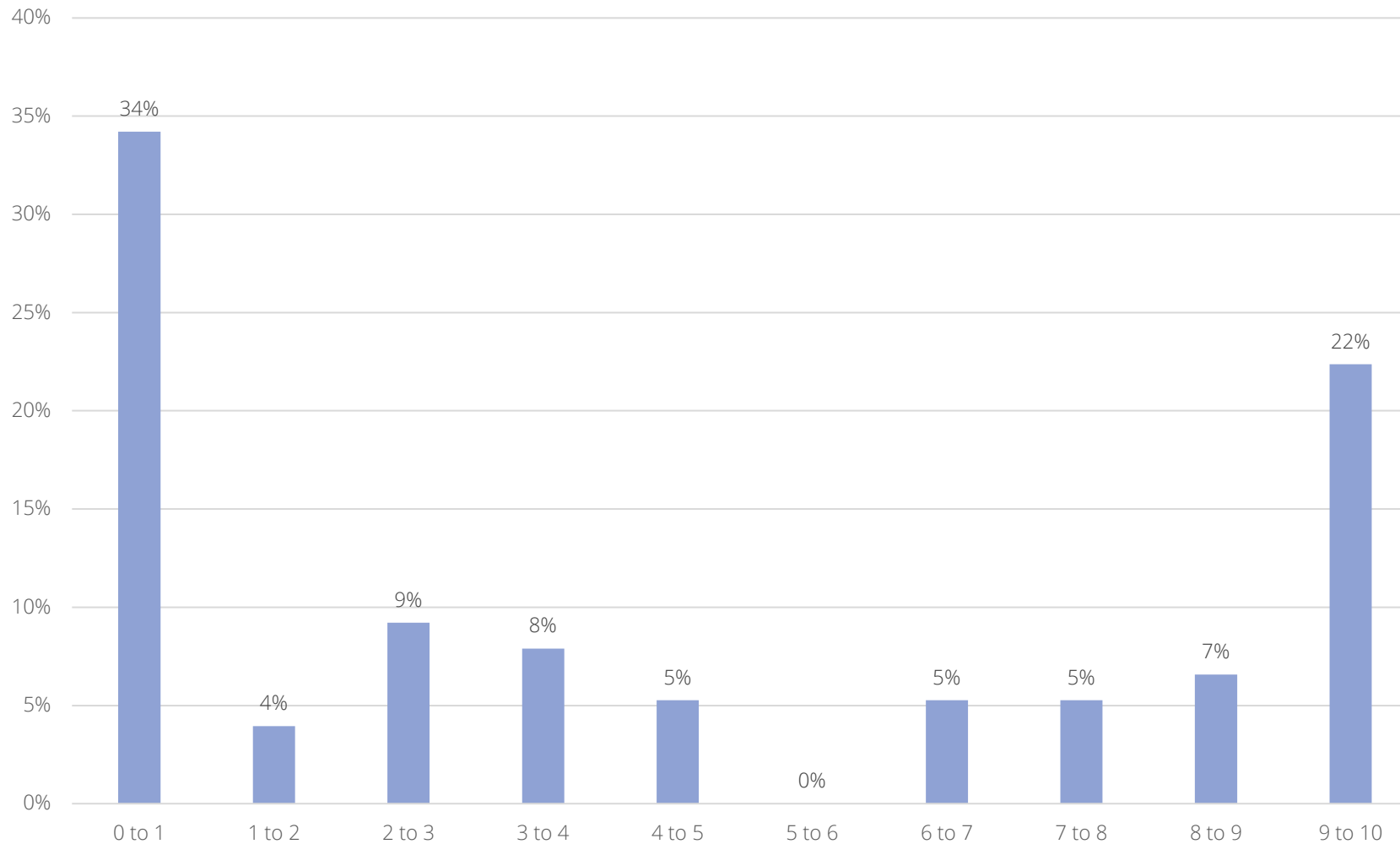
Housing Affordability



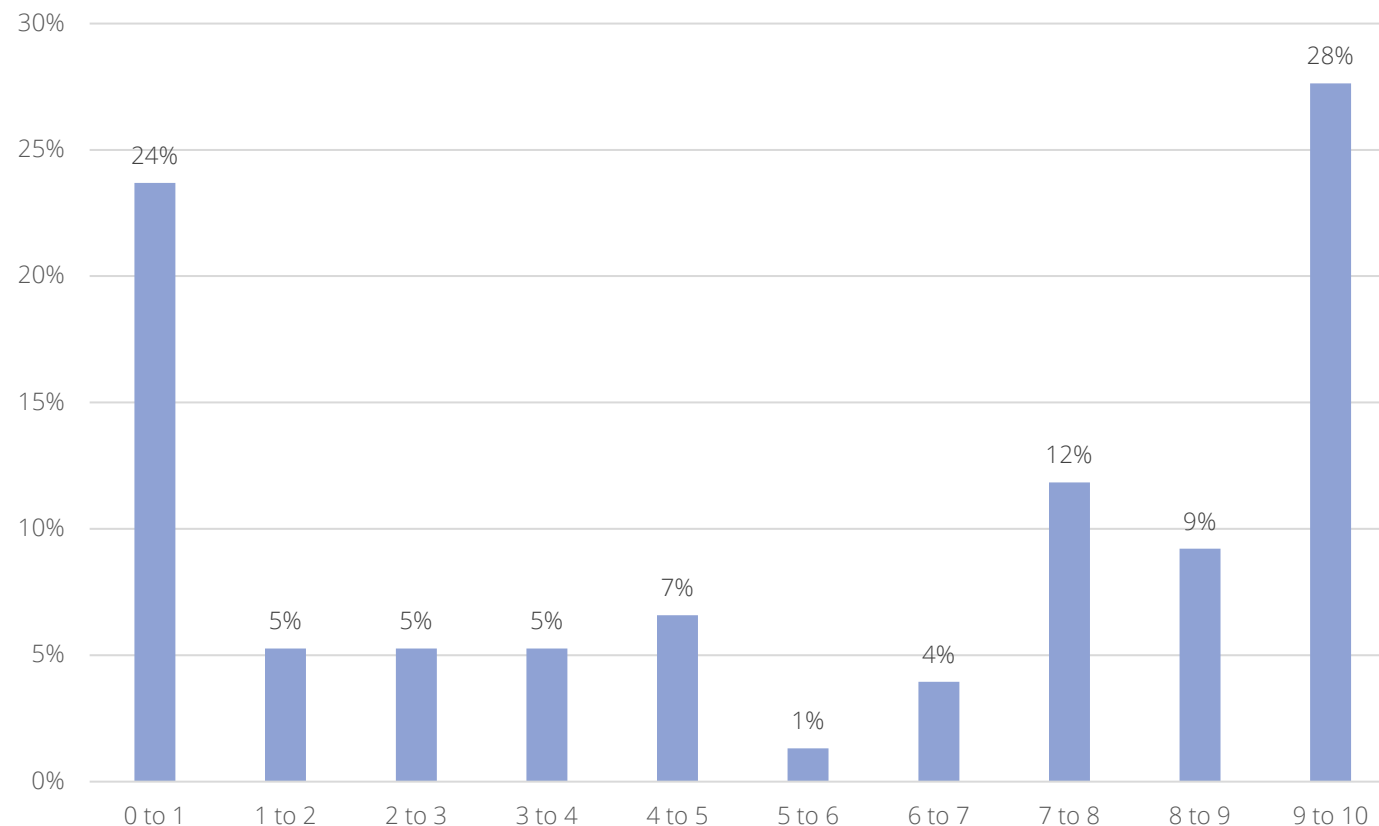
Overcrowding



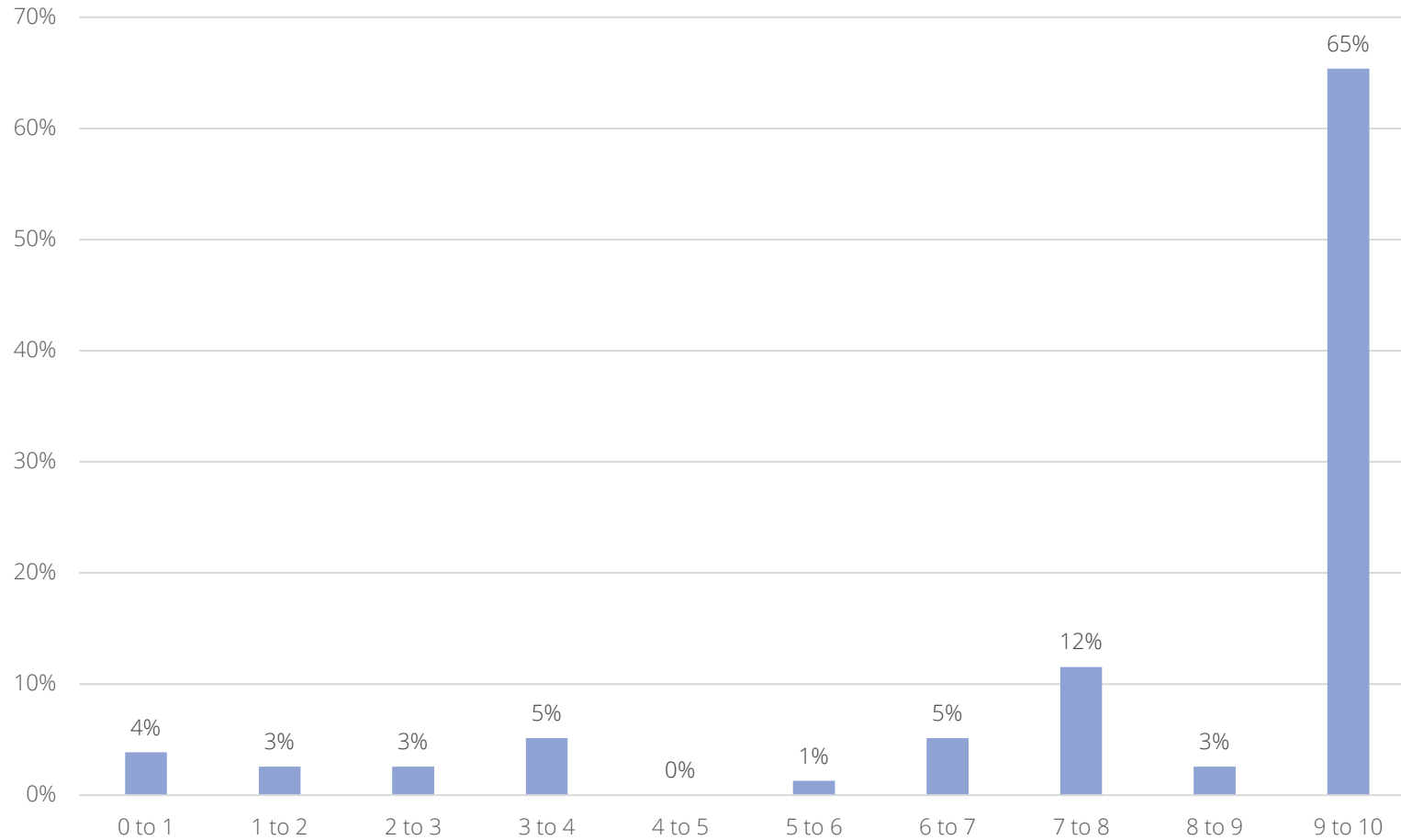
A Lack of Diverse Housing Options



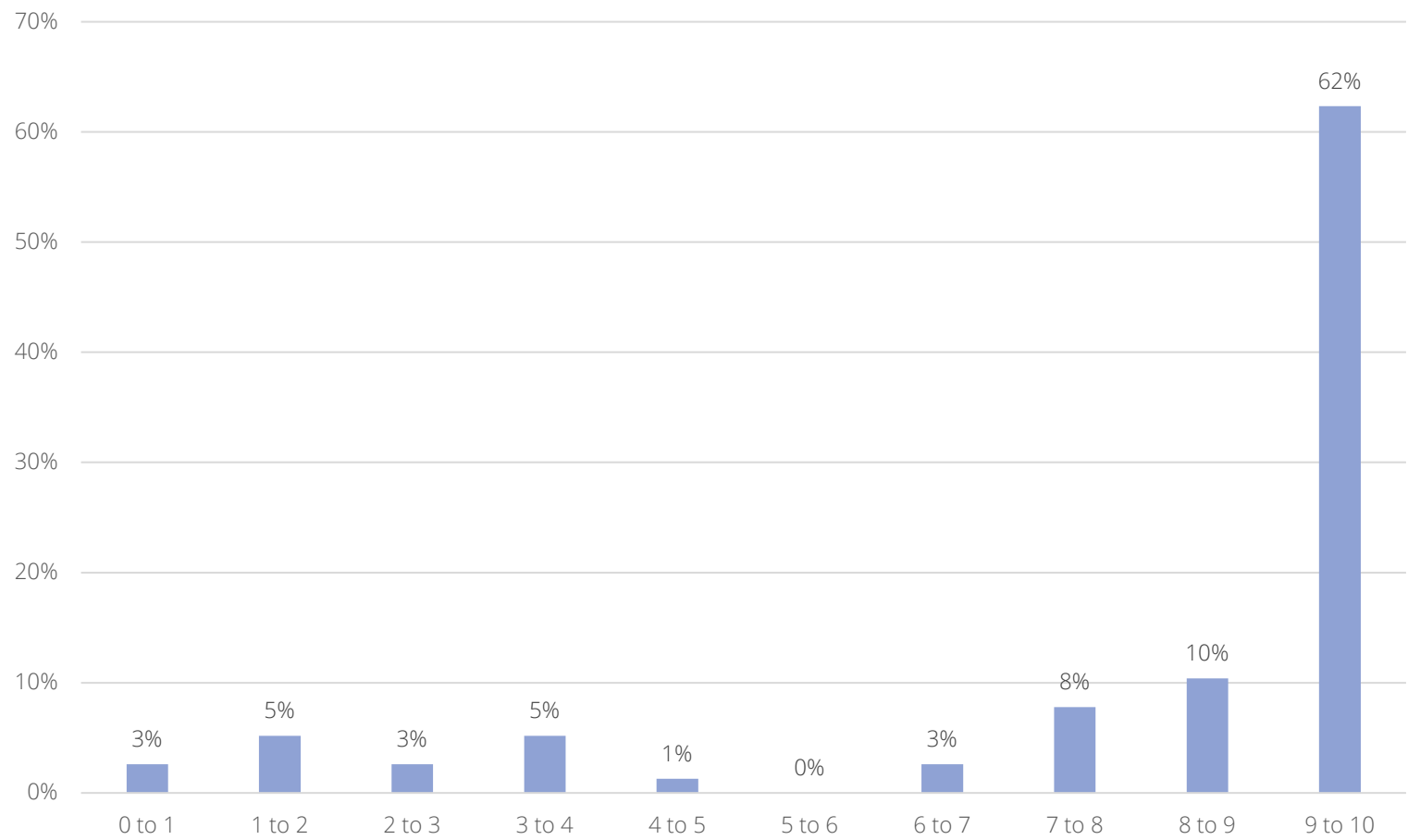
Fair Housing Issues (e.g., discrimination, inadequate accommodations for people with disabilities, etc.)



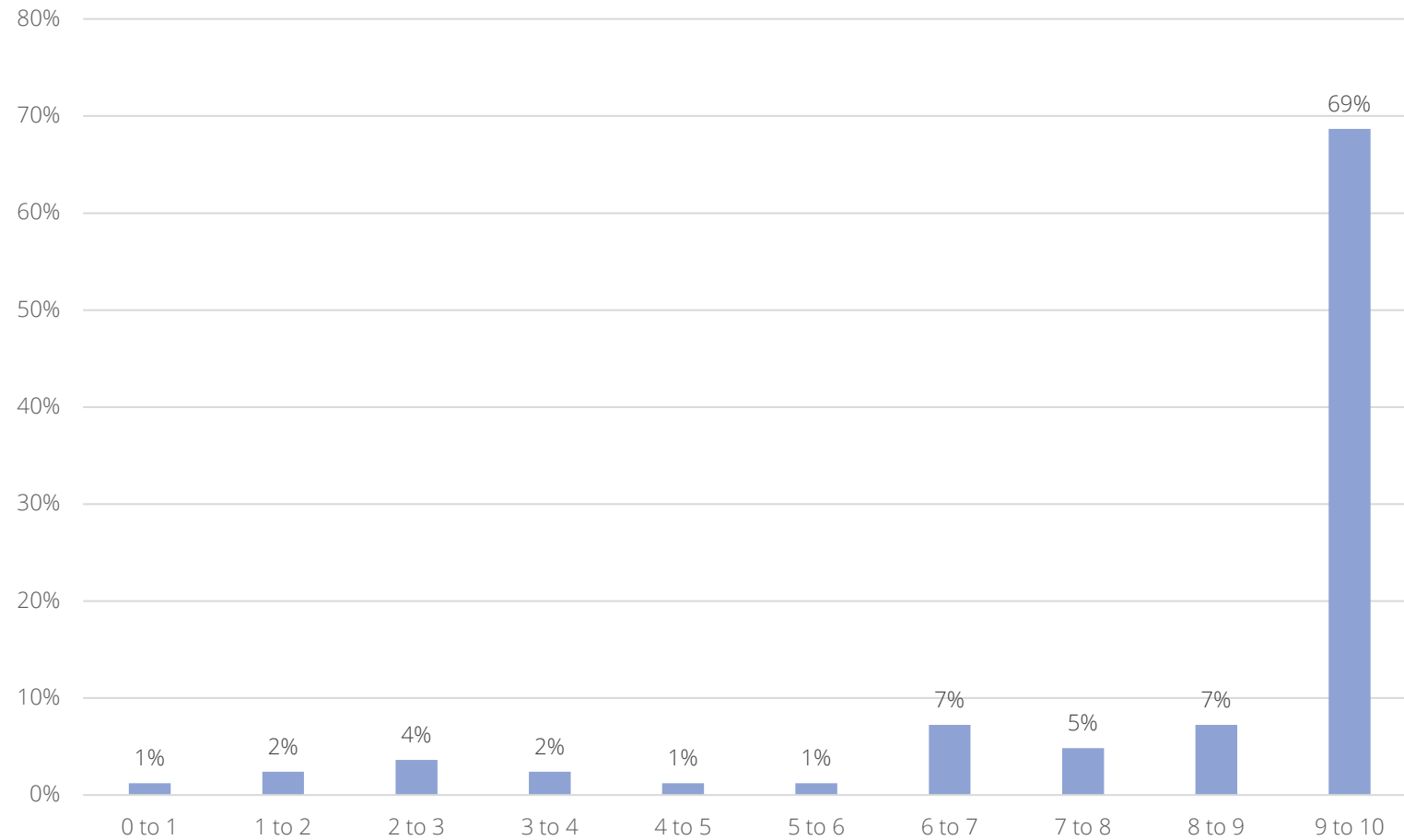
Limited Infrastructure (water, sewer)



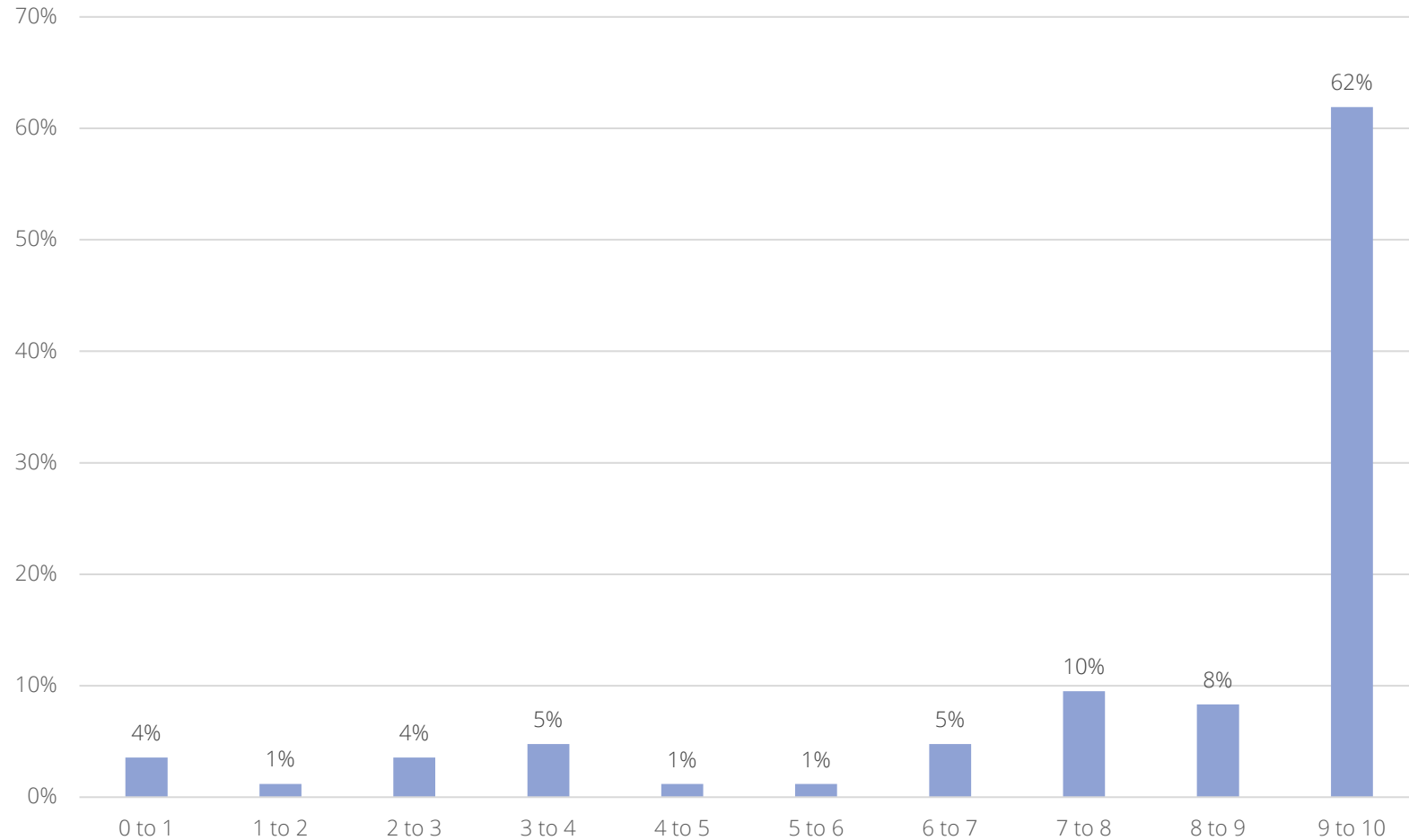
Wildfire Risk



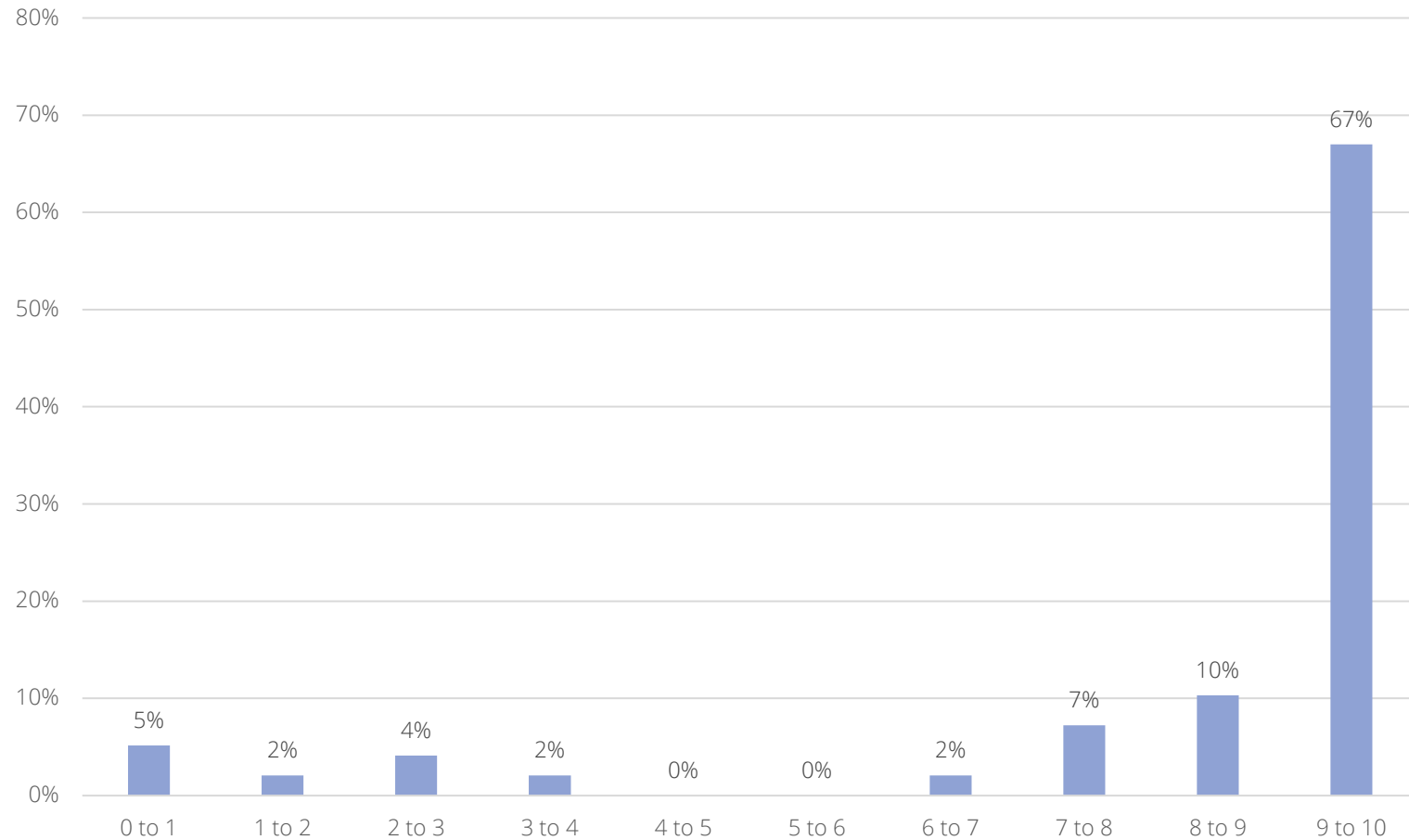
Traffic and Congestion



Protecting Environmentally Sensitive Areas

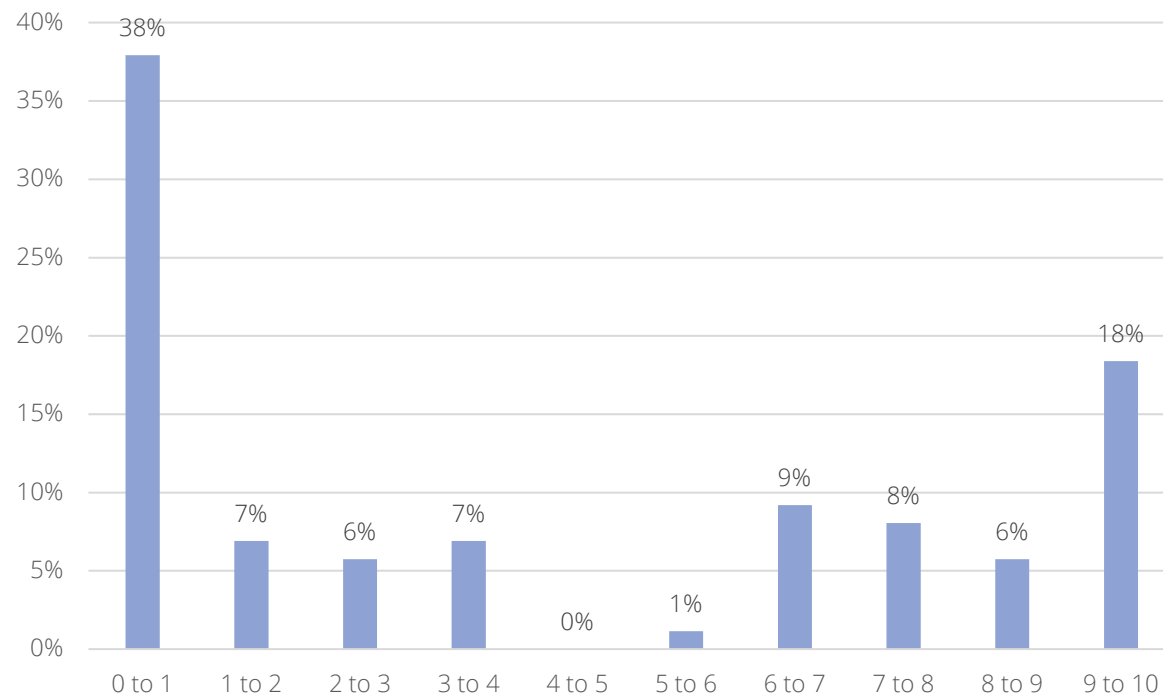


Preserving Community Character

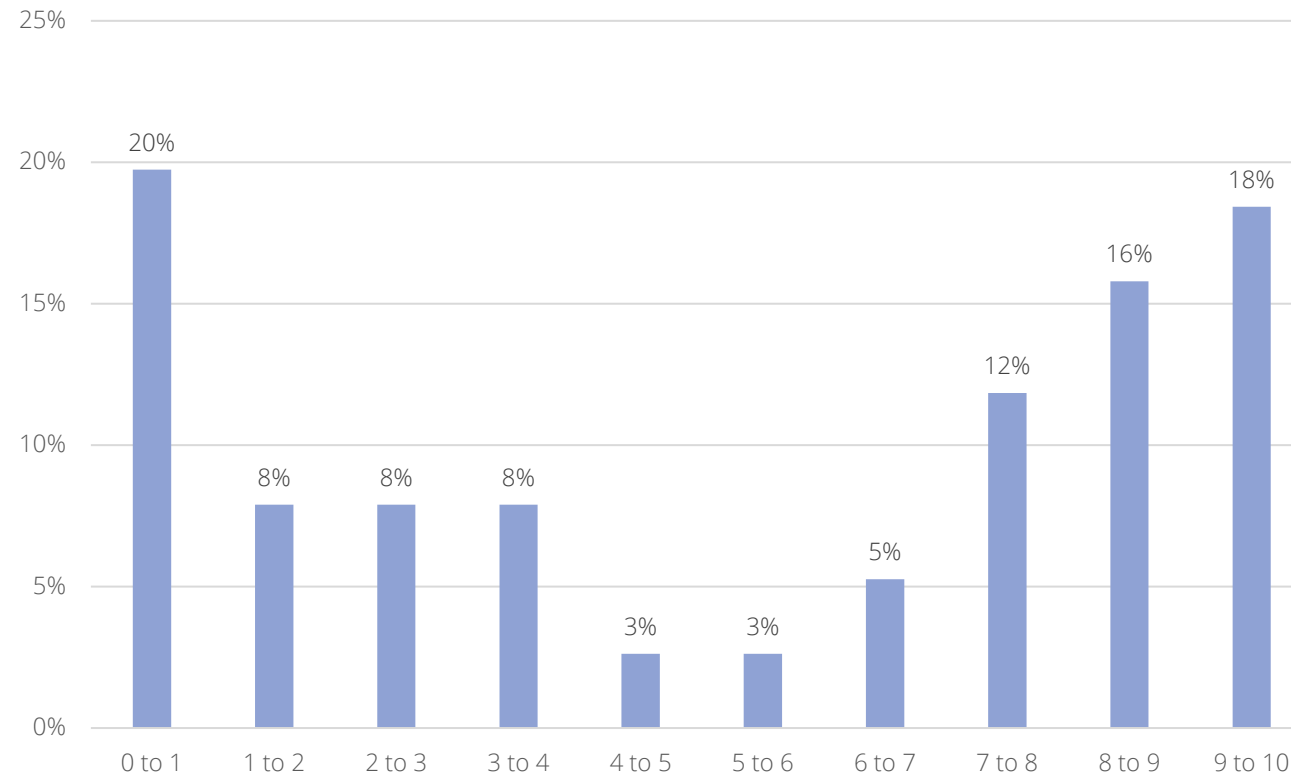


What strategies of solutions do you think are appropriate for Clayton? Drag the slider left or right to indicate your level of support (0 = Not at all important and 10 = Very important). Click on the slider and leave it at 5 if the item is neither important or unimportant to you.

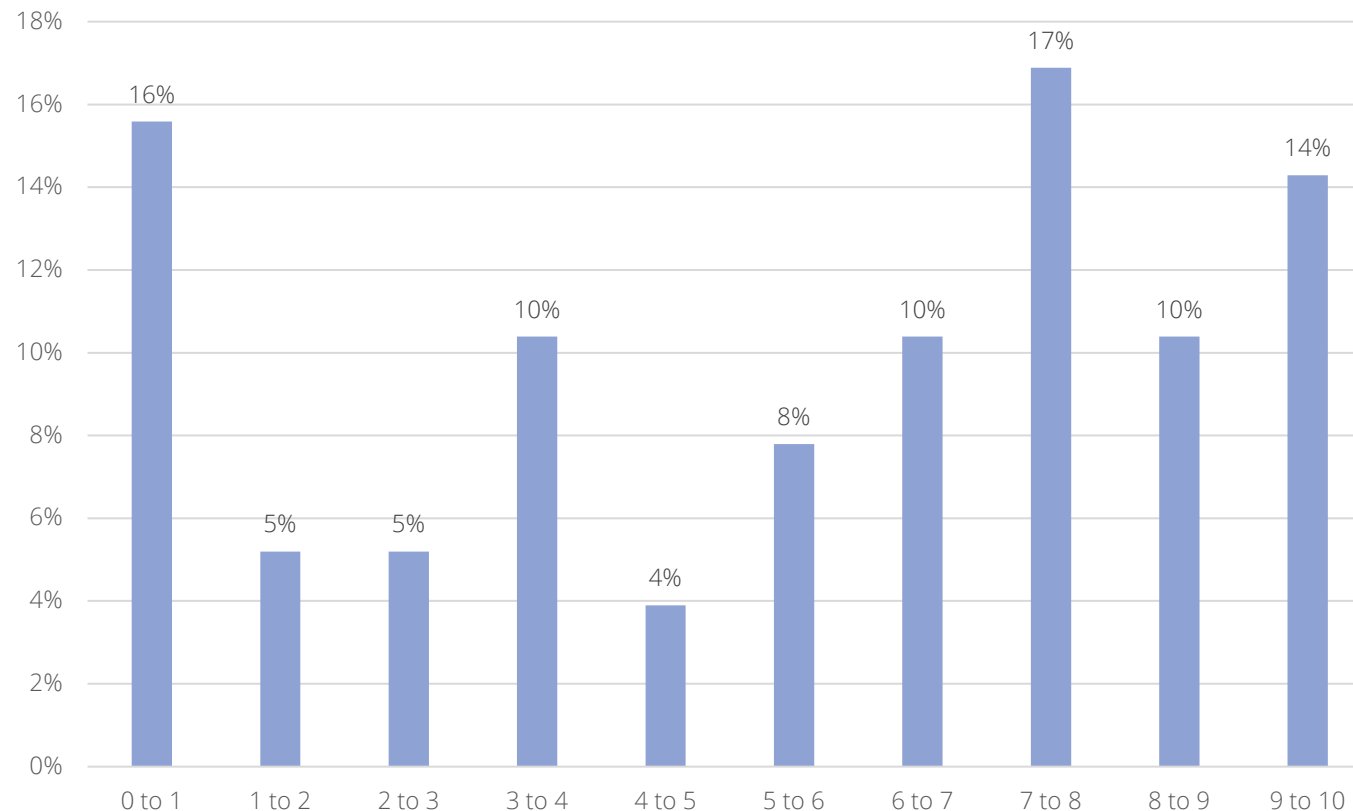
Develop a diverse range of housing options (e.g., apartments, condominiums, duplexes/triplexes/fourplexes, Accessory Dwelling Units/in-law units, etc.)



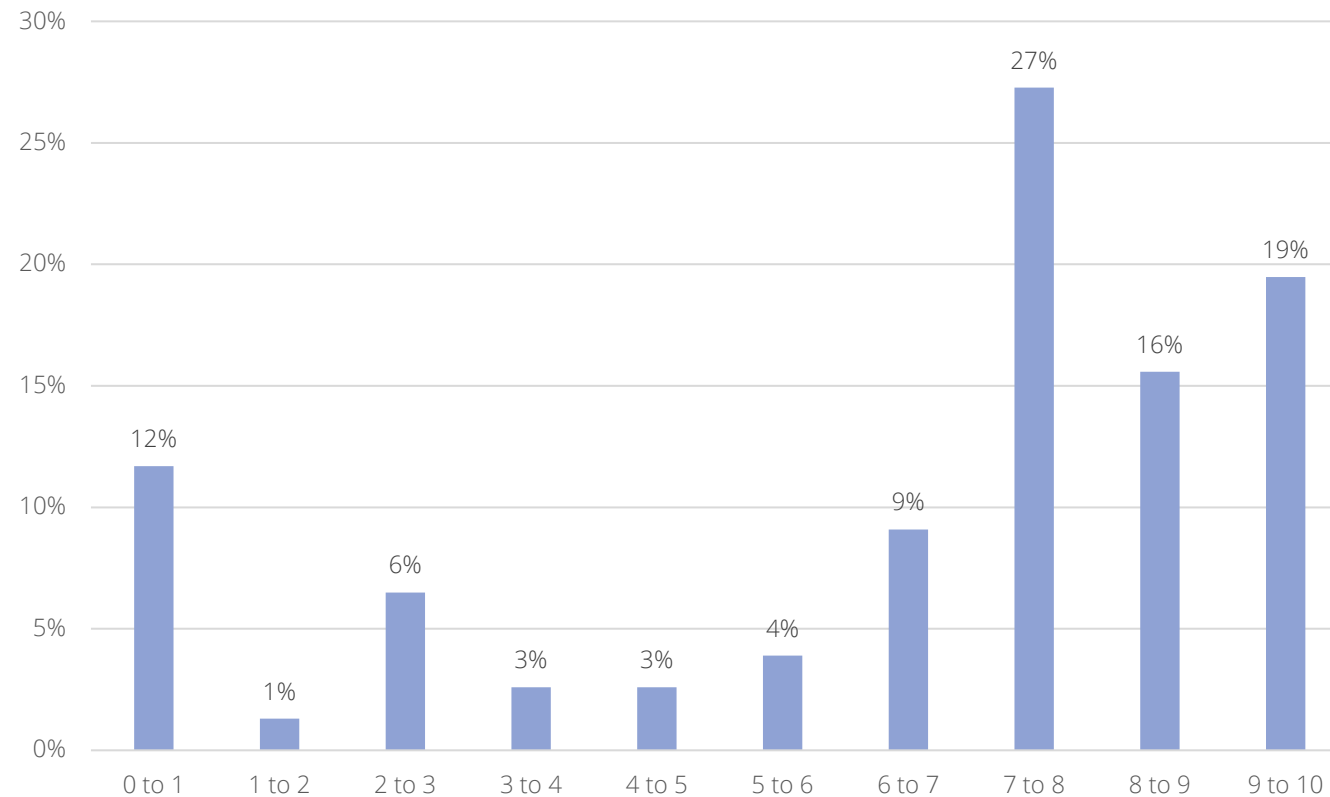
Ensure that children who grow up in Clayton can afford to live in Clayton on their own



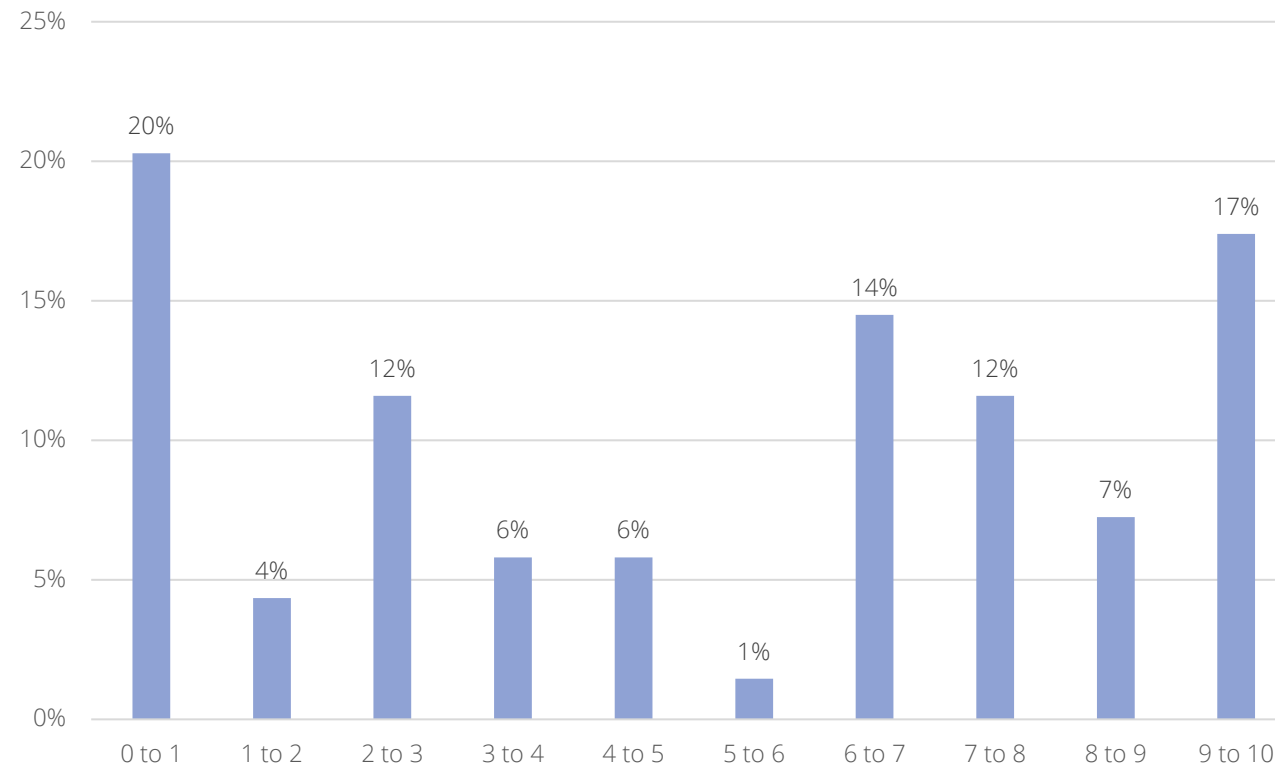
Provide opportunities for people who work in Clayton to live in Clayton



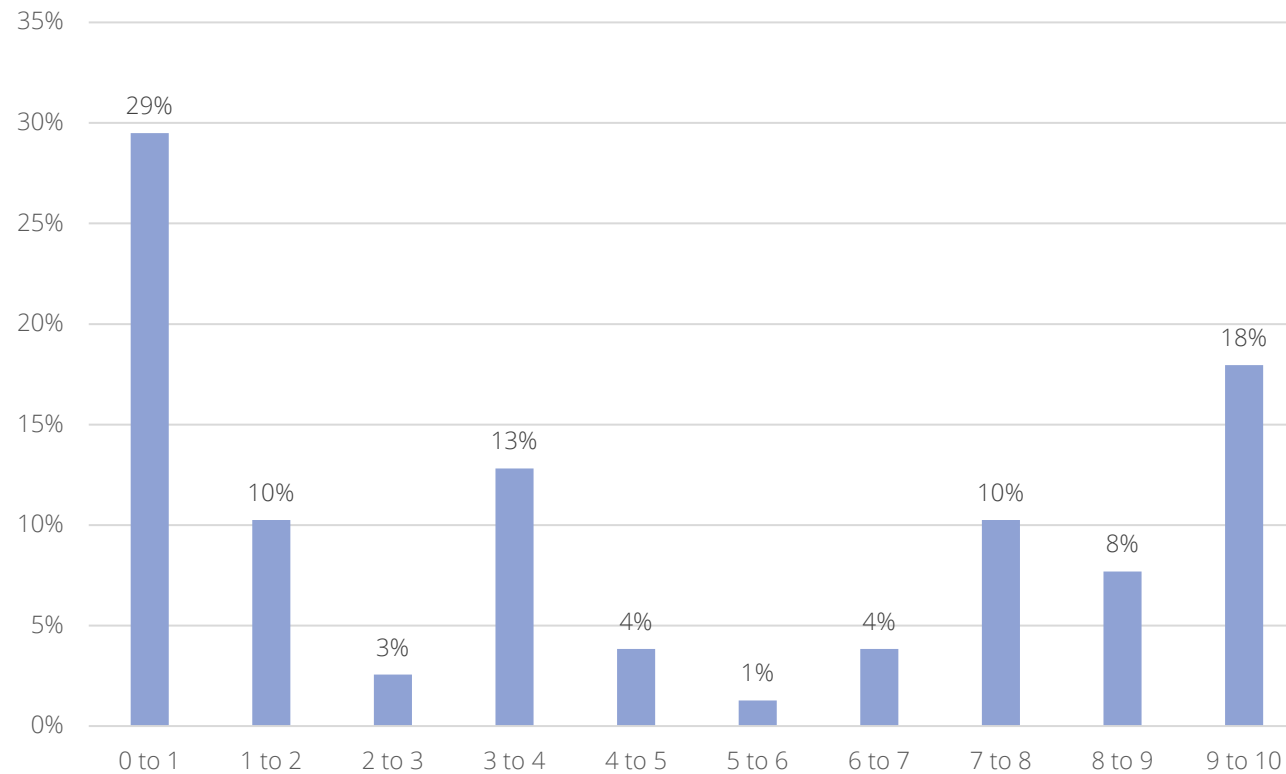
Provide more options for older residents to downsize and stay in the community



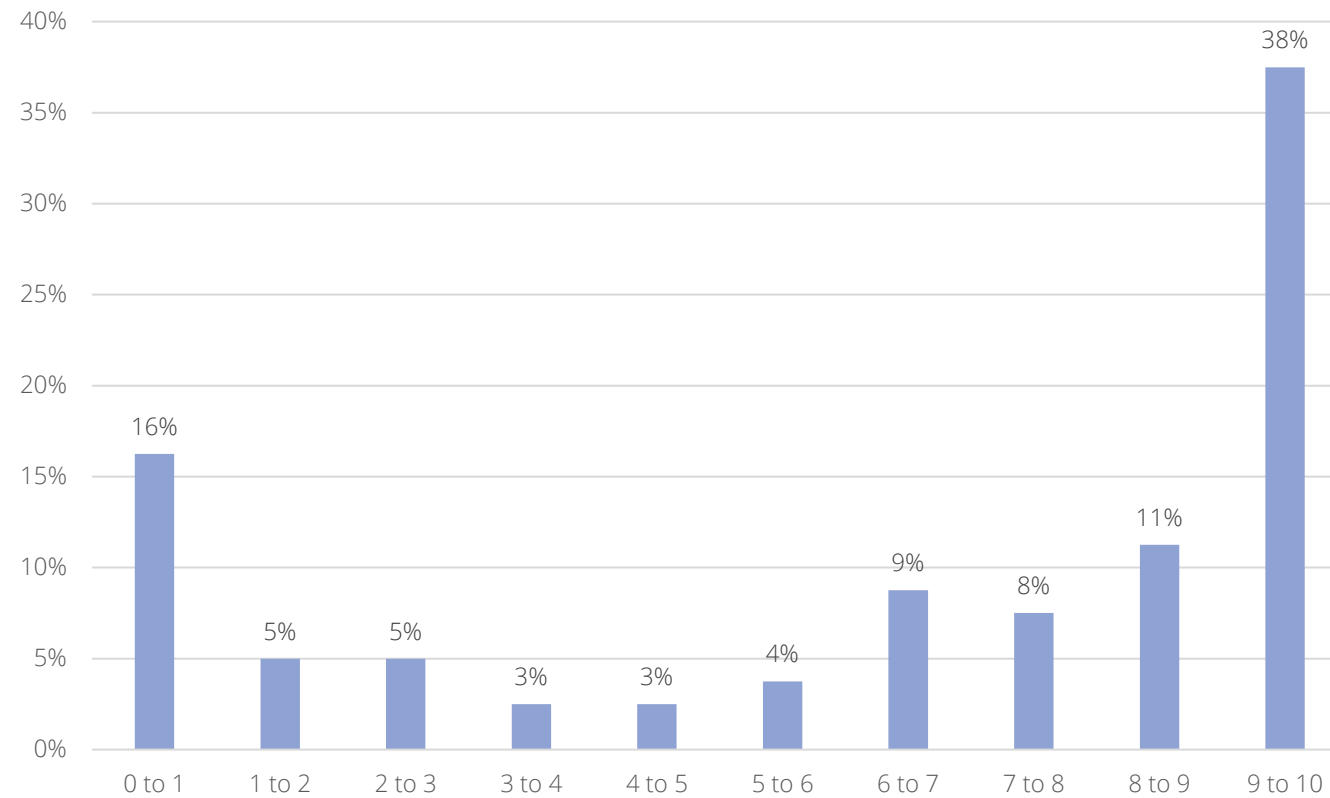
Support local businesses by concentrating new housing and residents around commercial services and community destinations



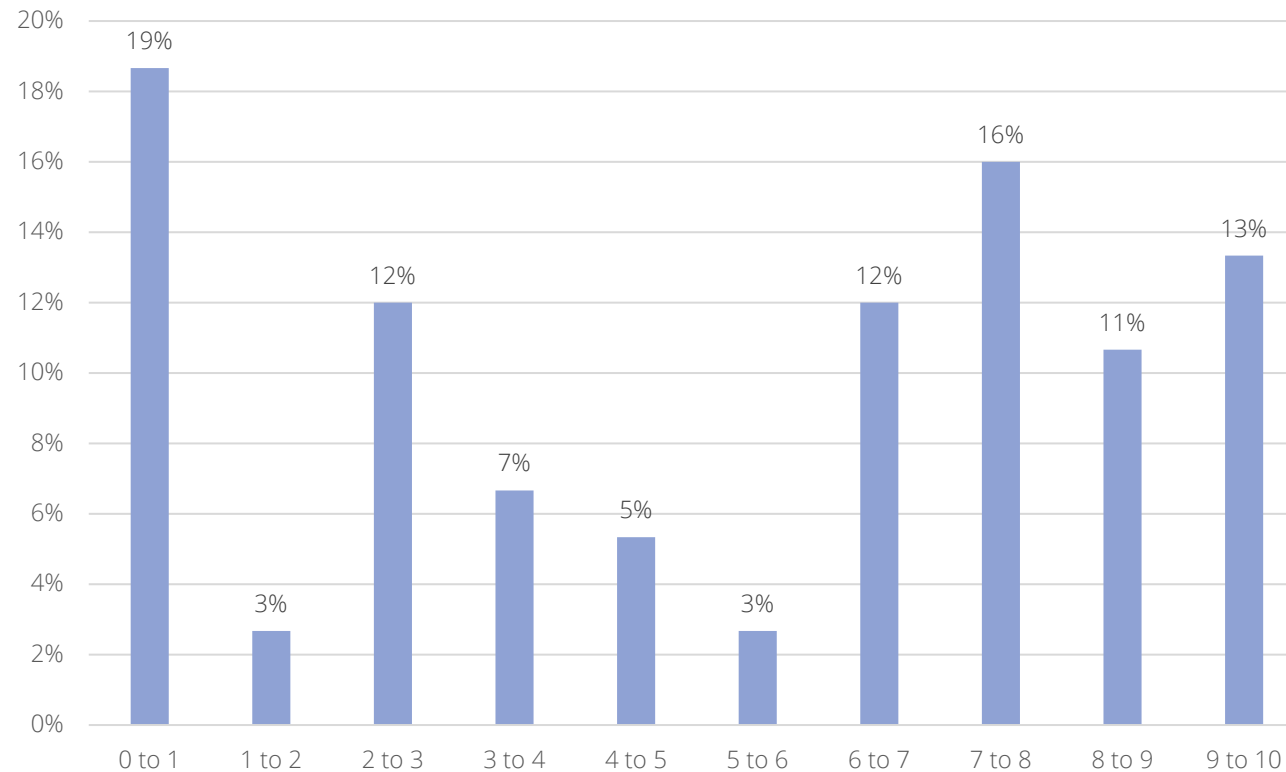
Streamline the process for new housing construction



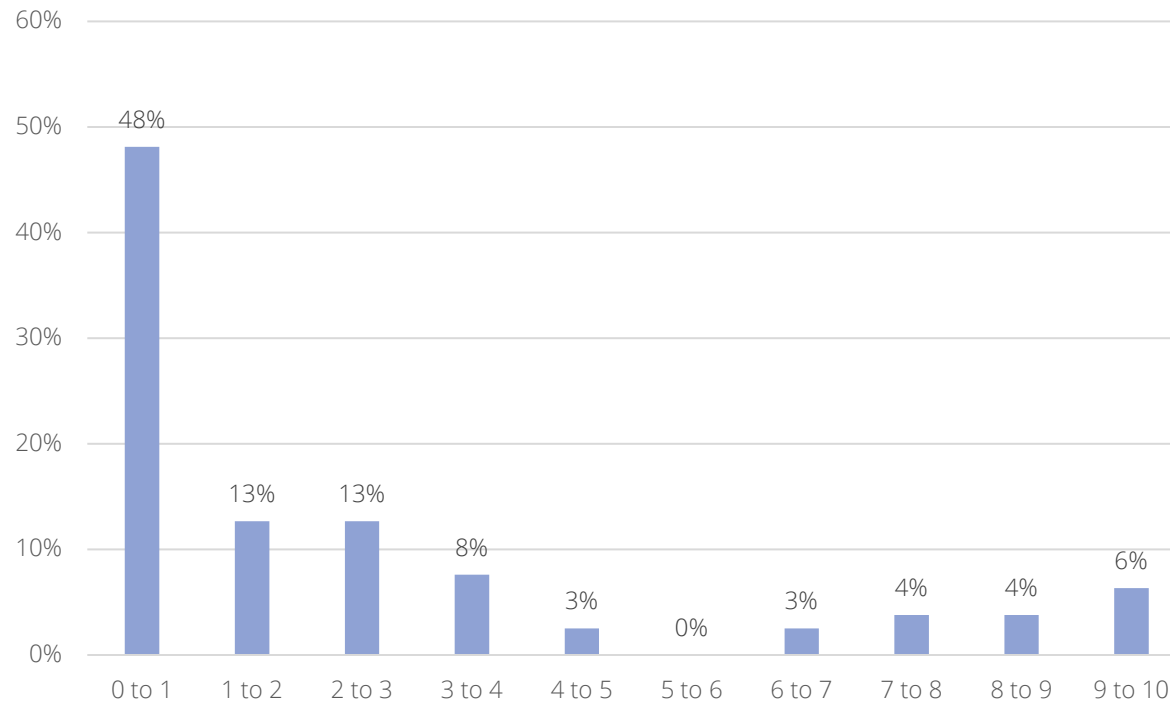
Support homeowners who want to build Accessory Dwelling Units or in-law units on single-family lots



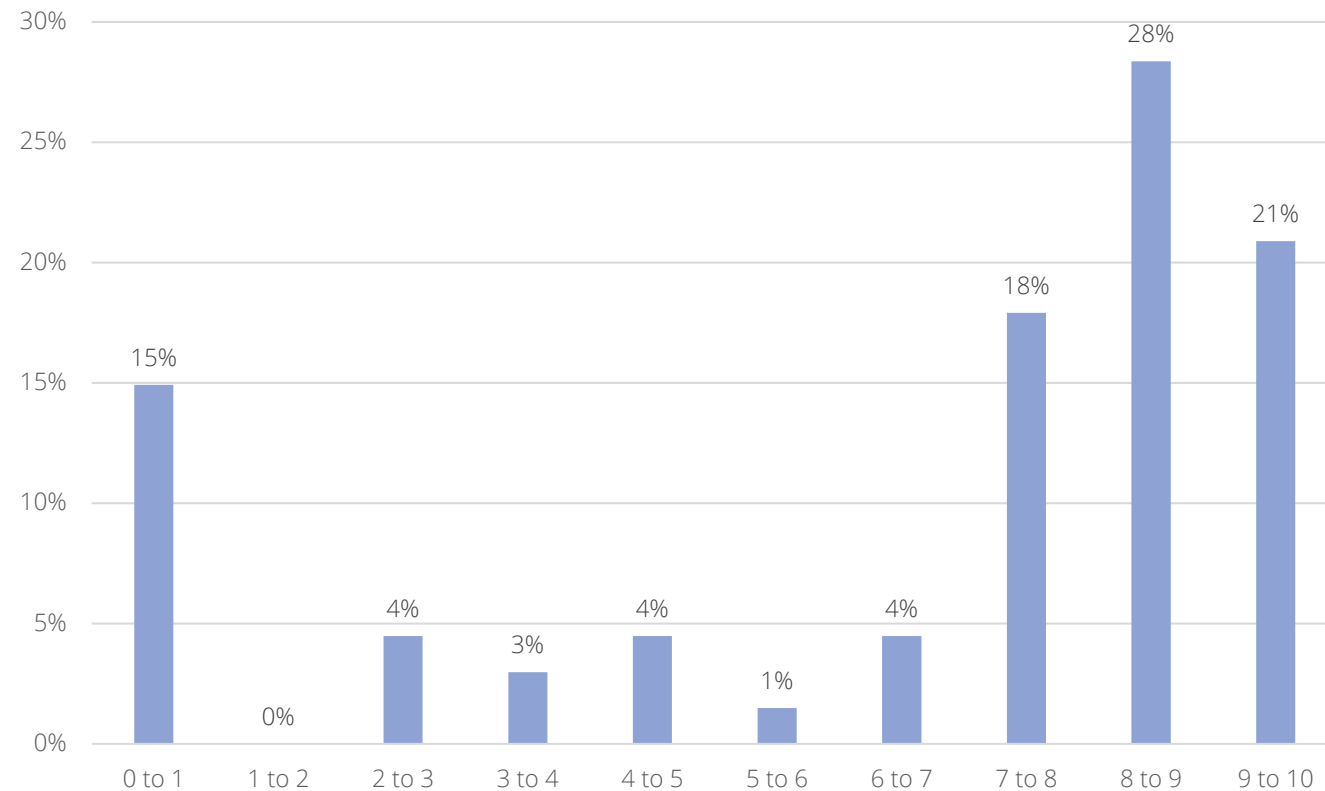
Establish housing for seniors, large families, veterans, and/or persons with disabilities



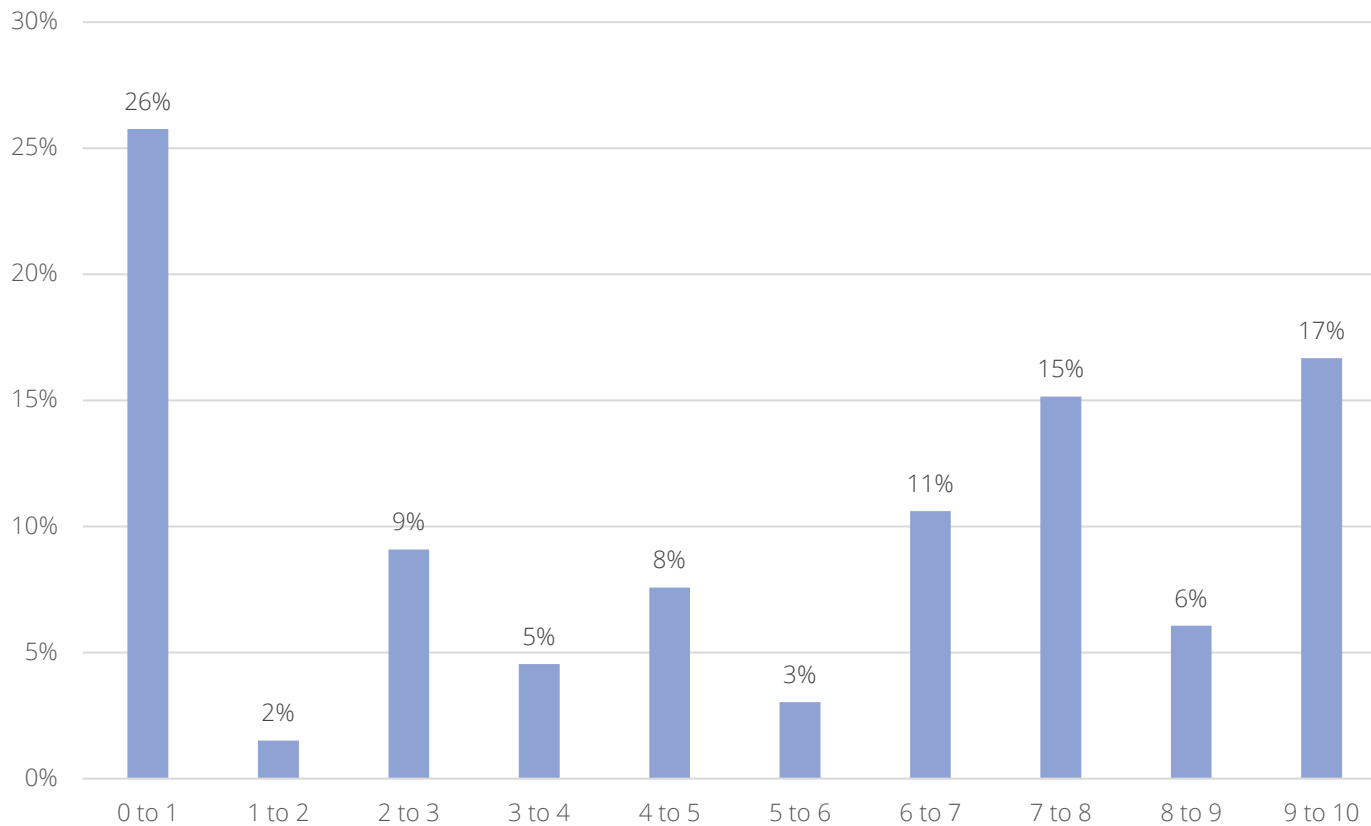
Provide shelters and transitional housing for homeless families and individuals, along with services that help move people into permanent housing



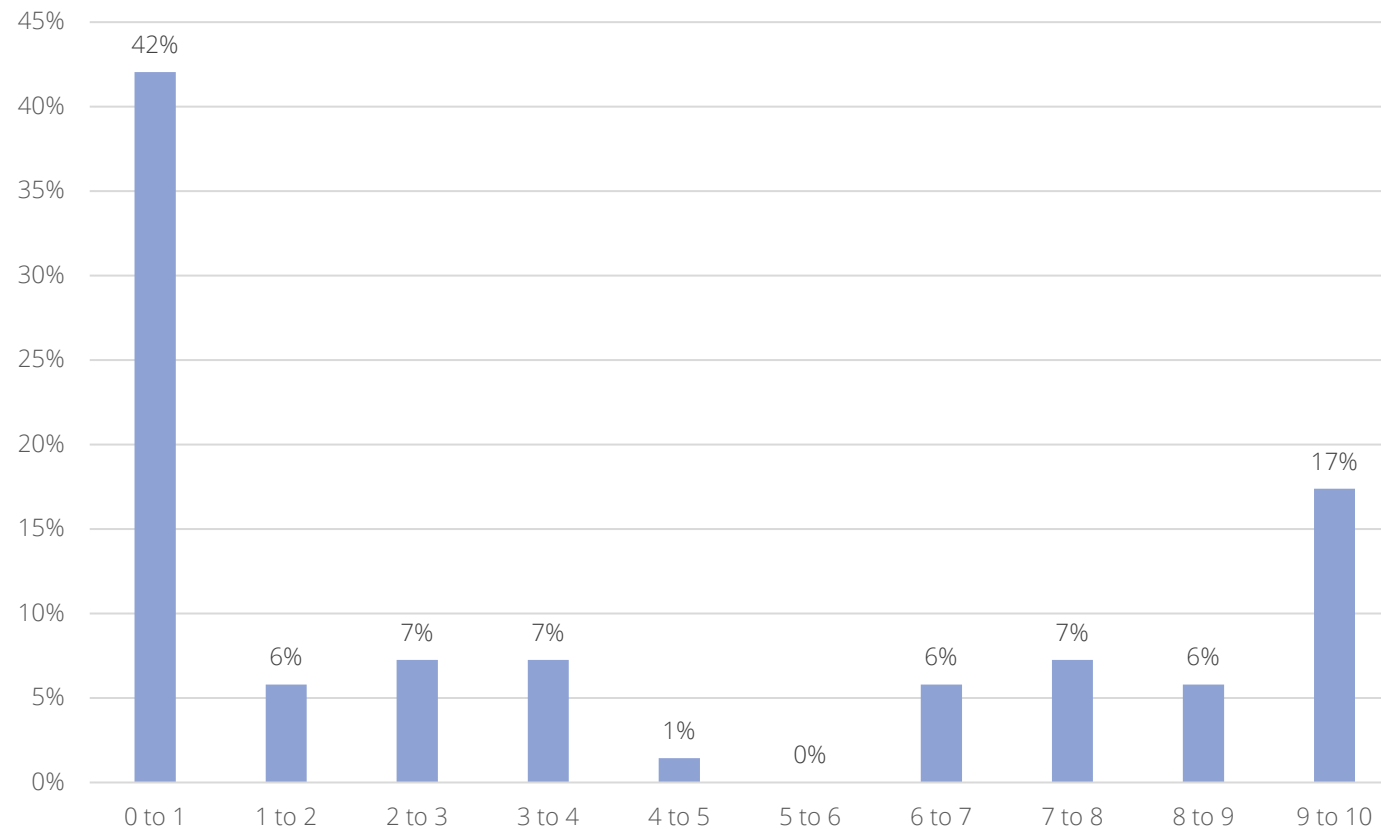
Encourage the rehabilitation of existing housing in older neighborhoods



Support programs to help homeowners at risk of mortgage default to keep their homes



Target efforts to address long-term inequities in the housing market, including discrimination in renting

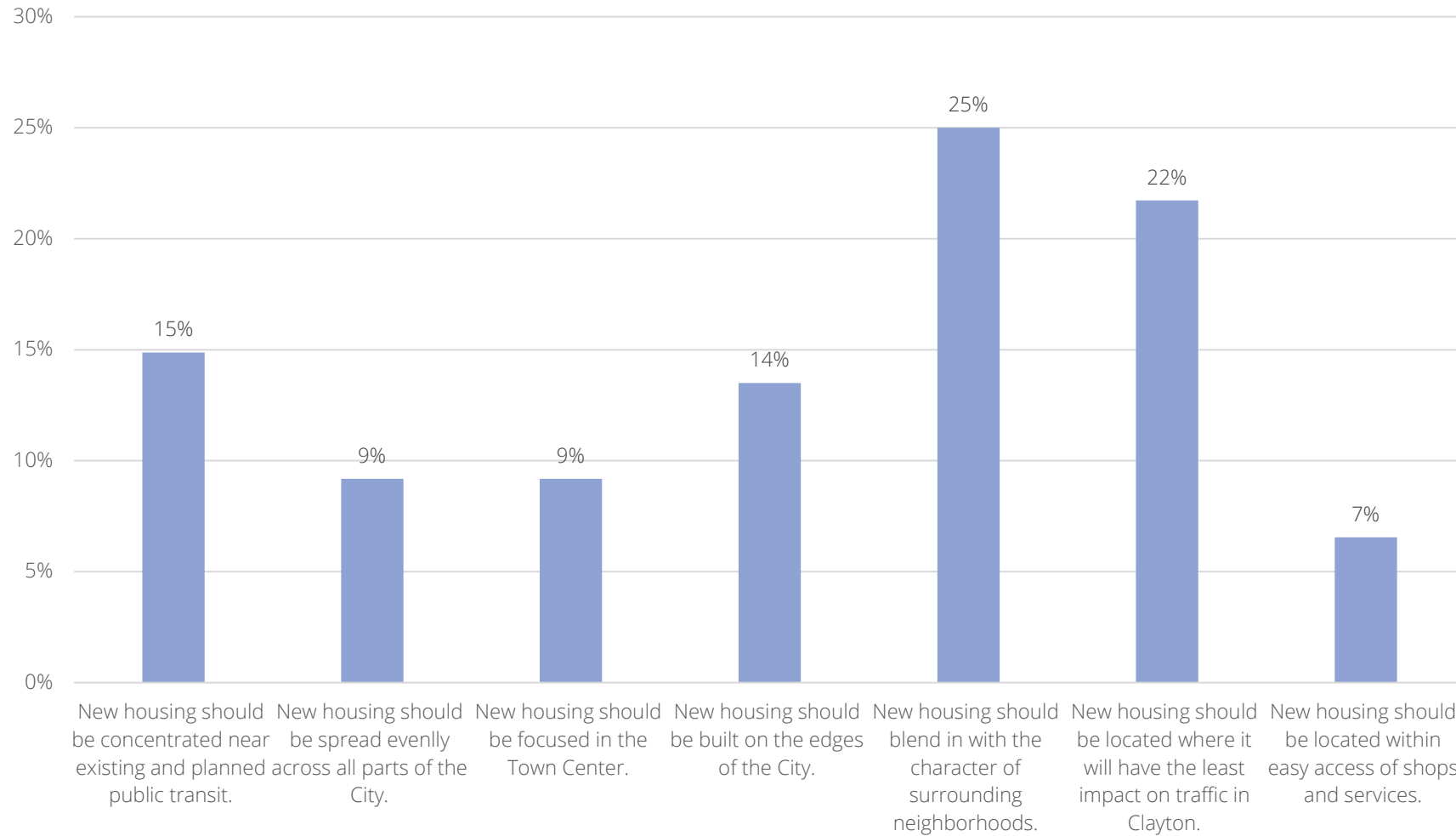


Tradeoffs



In selecting housing strategies, the Housing Element will need to identify priorities and make tradeoffs. You've been given \$100 to spend on the housing strategies listed below. Please identify your preferred strategies by spending your \$100. You can spend the \$100 however you choose (in \$10 increments) across the options below.

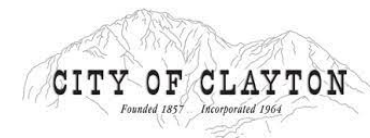
You've been given \$100 to spend on the housing strategies listed below. Please identify your preferred strategies by spending your \$100.



CITY OF CLAYTON SIXTH CYCLE HOUSING ELEMENT

Maptionnaire Survey Results

December 21, 2021



City of Clayton

Preliminary 6th Cycle Sites

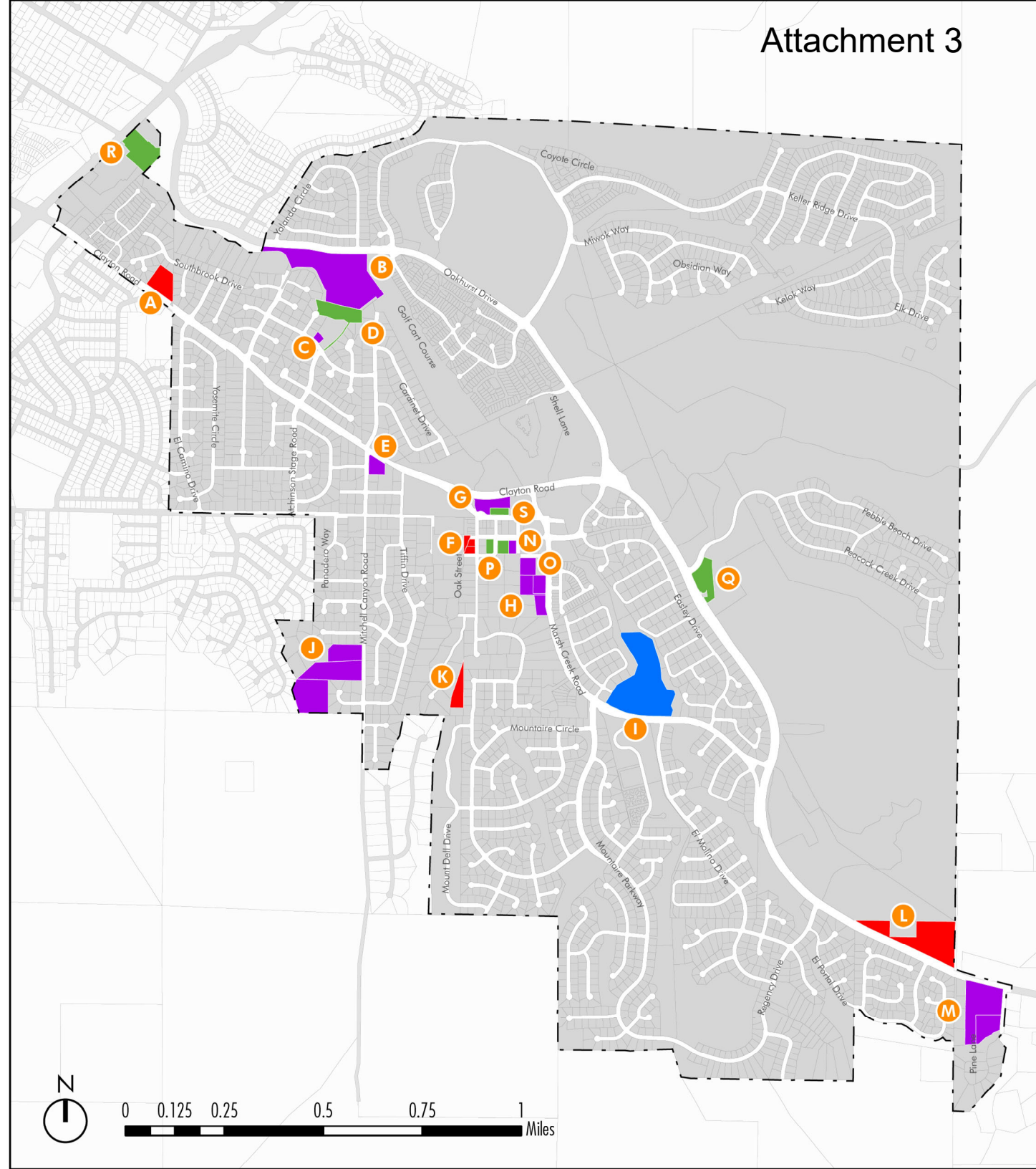
Preliminary 6th Cycle Sites (685 Units)

| | |
|-------------------------------|-------------------------------|
| A 26 Units (20 du/ac) | K 4 Units (3 du/ac) |
| B 35 Units (5 du/ac) | L 7 Units (1 du/ac) |
| C 1 Unit (3 du/ac) | M 161 Units (20 du/ac) |
| D 8 Units (3 du/ac) | N 20 Units (20 du/ac) |
| E 21 Units (20 du/ac) | O 81 Units (20 du/ac) |
| F 14 Units (20 du/ac) | P 9 Units (20 du/ac) |
| G 33 Units (20 du/ac) | Q 51 Units (20 du/ac) |
| H 23 Units (20 du/ac) | R 27 Units (20 du/ac) |
| I 132 Units (10 du/ac) | S 11 Units (20 du/ac) |
| J 21 Units (5 du/ac) | |

Previous/New Cycle Sites

| | |
|--|---------------------------------|
|  | Previous 4th Cycle Site |
|  | Previous 5th Cycle Site |
|  | Previous 4th and 5th Cycle Site |
|  | New 6th Cycle Site |

December 2021



MINUTES
SPECIAL MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

December 7, 2021

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 8:22 p.m. by Chair Tillman. Board Members present: Chair Tillman, Vice Chair Cloven, Board Members Diaz, Wan, and Wolfe. Board Members absent: None. Staff present: City Manager Reina Schwartz, Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**

It was moved by Board Member Wolfe, seconded by Vice Chair Cloven, to approve the Consent Calendar as submitted. (Passed).

- (a) Approve the Board of Directors' minutes for its regular meeting August 3, 2021. (Secretary)

4. **ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS**

- (a) Nominations and election of Chair (Chair Tillman to conduct the election)

Chairman Tillman opened the floor to nominations for Chair in 2022.

Board Member Wolfe nominated Holly Tillman for the office of Chairperson. Chairperson Tillman declined. Chairperson Tillman nominated Board Member Diaz. No other nominations were received.

Chairman Tillman called for the vote to elect Jim Diaz as GHAD Chairperson. Motion passed (5-0 vote).

- (b) Nominations and election of Vice Chair (New Chair to conduct the election).

Chairperson Diaz opened the floor to nominations for Vice Chair in 2022.

Board Member Wolfe nominated Holly Tillman for the office of Vice Chair. Board Member Tillman declined. Board Member Tillman nominated Board Member Wolfe. No other nominations were received.

Chairperson Diaz called for the vote to elect Carl Wolfe as GHAD Vice Chair. Motion passed (5-0 vote).

5. **PUBLIC HEARINGS** - None.

6. **ACTION ITEMS** – None.

7. **BOARD ITEMS** – limited to requests and directives for future meetings.

6. **BOARD ITEMS**

Boardmember Wan reiterated his request that the City's website include the City Engineers scheduled work, including completion dates, and specify areas of responsibility in the Oakhurst Geological Hazard Abatement District.

7. **ADJOURNMENT** - on call by Chairperson Diaz the Board meeting adjourned at 8:30 p.m.

#

Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Jim Diaz, Chairperson



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: JANUARY 4, 2022

SUBJECT: A RESOLUTION APPROVING A THIRD AMENDMENT TO AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR ENGINEERING SUPPORT TO THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT

RECOMMENDATION

It is recommended that the Oakhurst Geological Hazard Abatement District (GHAD) Board of Directors, by Resolution, amend an existing agreement with Harris & Associates for professional engineering services.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services in support of the Oakhurst Geological Hazard Abatement District (GHAD). In April 2021 and August 2021, the Agreement was amended to update certain provisions including the named General Manager for the GHAD.

DISCUSSION

Since the City's initial agreement with Harris & Associates for City Engineering Services in 2017, a number of changes have taken place that now require updating the agreement. The Third Amendment to the Agreement proposes several changes to the Agreement:

1. The current Agreement with Harris & Associates expires December 31, 2021. In anticipation of that expiration, staff have been working with Harris on a proposal to extend services for a period of time. The Fourth Agreement would extend services by Harris through March 31, 2022.
2. A number of areas in the scope of services included with the original Agreement required some clarification on what services would be provided under which category in the Agreement (City Engineer, General Engineering, Assessment Districts, Land Development). The Third Amendment provides additional detail on how certain categories of expenses would be handled.
3. The structure of the Agreement related to the GHAD General Manager services has been a monthly retainer to be paid as a flat fee, without specifically being tied to the number of hours of service Harris provided in a given month. Some months this

worked to the City's advantage (if the City had relatively more work to be done) and sometimes to Harris' advantage (if there were less work required/requested by the City). Under the new Agreement, the work to be provided by Harris will be charged on a time and materials basis, up to a maximum not-to-exceed amount. This will help balance the City's needs and budget.

4. While the original Agreement had a price escalator in place, the CPI adjustments that were authorized have not kept pace with the changes in cost experienced by Harris. The proposed Amendment reflects current costs for Harris to perform the work.

All other provisions of the agreement remain in place.

FINANCIAL IMPACT

The ultimate financial impact of the changes in terms is unknown at this time. Staff will evaluate and return to the Board of Directors prior the adoption of the FY2022/23 Budget with any recommended changes.

At the same time as the City is extending services with Harris to ensure continuity of service, the City Manager will also be issuing an RFP(s) for City Engineering and other engineering services later in January with the goal of procuring a new agreement that will help manage costs and provide local services for the GHAD. The scope for that RFP will be shared with the Board and it is anticipated that a recommendation on award based on the RFP solicitation will be brought back to the GHAD Board of Directors for action toward the end of the first quarter of 2022.

Attachment 1: Resolution
Exhibit A: Third Amendment to Agreement with Harris & Associates and Proposal for Services from Harris dated December 8, 2021

Attachment:2: 2017 Agreement, First Amendment, and Second Amendment to Agreement with Harris & Associates

GHAD RESOLUTION NO. ##-2022

**A RESOLUTION APPROVING A THIRD AMENDMENT TO AN EXISTING
AGREEMENT WITH HARRIS & ASSOCIATES FOR ENGINEERING SUPPORT TO
THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT**

**THE BOARD OF DIRECTORS
Oakhurst Geological Hazard Abatement District
Clayton, CA**

WHEREAS, since 2017, the City of Clayton has contracted with the firm Harris & Associates for engineering services including serving as the General Manager for the Oakhurst Geological Hazard District (GHAD);

WHEREAS, in April 2021 and August 2021 the Agreement with Harris was amended via the First and Second Amendments to update the named GHAD General Manager and other provisions; and

WHEREAS, the City of Clayton wishes to continue to contract with Harris & Associates for engineering services in support of the Oakhurst GHAD including a General Manager of the GHAD.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Oakhurst Geological Hazard Abatement District, does hereby approve the Third Amendment to an existing agreement with Harris & Associates as shown in Exhibit A to this Resolution.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Oakhurst Geological Hazard Abatement District, at a regular public meeting thereof held on the 4th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BOARD OF DIRECTORS
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT

Jim Diaz, Chair

ATTEST:

Janet Calderon, Secretary

**THIRD AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT ON
BEHALF OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Third Amendment to the Professional Engineering Services Agreement ("Third Amendment") is entered into on January 1, 2022 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. **WHEREAS**, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement") including performing as General Manager for and in support of the Oakhurst Geological Hazard Abatement District;
- B. **WHEREAS**, in April 2021 and in August 2021, the Agreement was updated with respect to the named General Manager and other terms;
- C. **WHEREAS**, the current terms remain in effect consistent with the original Agreement; and
- D. **WHEREAS**, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- 1. Subdivision a of Section 2. Compensation of the Agreement is hereby amended to read as follows:
 - *From January 1, 2022 through March 30, 2022, services and compensation shall be provided as shown in consultant's Proposal for 90-day Extension of Professional Engineering Services dated December 8, 2021.*
- 2. Subdivision b of Section 2. Compensation is deleted.
- 3. Subdivision c of Section 2. Compensation remains unchanged.
- 4. Section 5. Term of the Agreement is hereby amended to read in its entirety:
 - Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this agreement shall continue until March 31, 2022 unless both parties agree to an extension of the timeframe for services.
- 5. Except as otherwise specifically set forth in this Amendment, the remaining

provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____
Printed Name: _____
Title: _____

ATTEST:

Janet Calderon, Secretary



Harris & Associates

December 8, 2021

Ms. Reina Schwartz
City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Subject: Proposal for 90 Day Extension of Professional Engineering Services

Dear Reina:

Harris is pleased to have the opportunity of providing Professional Engineering Services to the City of Clayton for over 4 years. As you know, our current agreement is due for renewal at the end of Calendar Year 2021. Please accept this letter proposal to continue our services for another 90 days until March 31, 2022. This proposal reflects our agreed to re-structure of the administrative portion of the agreement as described in Attachment A as City Engineering Services and will be performed on Time and Material basis with a not-to-exceed budget amount of \$15,000 per month. City engineering service requests will be prioritized to fit within this budget limit. Any city engineering service requests that would exceed this allotted budget would be deferred as coordinated with the City. Land development and permitting services will be performed per the City's Master Fee Schedule, and general engineering services and assessment districts municipal financing services will be performed per a separate proposal for each task as approved by the City. Our services will be performed per an agreement with the City, with all terms and conditions as stated within. This proposal also updates the fee schedule of the original Agreement (see Attachment B) to align with current rates.

Please know we are excited about continuing to work with you and your team. Please call me if you have any questions or need any further information about this proposed contract extension.

Sincerely,

Mark Nassar, P.E., MBA
Director, Program Management
Harris & Associates

Authorization to Proceed:

Reina Schwartz Date
City Manager
City of Clayton

Attachment A SCOPE OF SERVICES

City Engineering Services

The role of the City Engineering team includes administration of engineering related processes and procedures, assist in CIP scoping and prioritization, representation as City Engineering at internal and agency meetings, approval of permits and waivers, availability to the public and private developers to handle matters dealing with the engineering functions of City government, coordination with other agencies the review of plans, projects and studies, assistance in the solicitation of proposals for CIP design work, assistance in the procurement of contractors and vendors for public works construction. The City Engineering team will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

General Engineering Services

The City of Clayton will have available a Harris team of specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. This efforts this team is prepared to perform includes the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management. Preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

Land Development and Permitting Services

Harris will provide staffing to represent the City and interact with the public in processing the City's public permit applications. Staffing will be supported by a team of specialized engineers for plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, recycled water, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses.

Assessment Districts Municipal Financing Services

Harris Municipal Financing team will provide services that support the annual administration and assessment levy determination for 6 of the City's assessment districts and 1 Geological Hazard Abatement District. The team will evaluate budgets, debt service schedules, annual levy amounts and prepare the Engineer's Report that sets the annual assessment rates for the next fiscal year. The team will attend the necessary meetings and provide a presentation at the public hearings meetings. This work will include as needed formation or annexation services and any required preparation of public noticing materials, assessment rolls, boundary maps, Community Facilities District Reports, Notices of Special Tax Liens, and tax tables.



Attachment B
CITY OF CLAYTON RATES:
Effective Contract January 1, 2022 – March 31, 2022

This Hourly Billing Rate Schedule is broken into billing rate ranges based on the level of professional assigned to perform the specific work. Each task order will include a specific budget based on the actual professional assigned to the work, the hours budgeted, and the specific billing rate for each professional.

General/Capital Engineering & Land Development (Hourly)

| | |
|--------------------------------|-------------|
| City Engineer/Project Director | \$267 |
| Senior PM | \$217-\$283 |
| Project Manager | \$169-\$210 |
| Senior Project Engineer | \$126-\$145 |
| Project Engineer | \$108-\$115 |
| Design Engineer | \$57 |
| Construction Manager | \$195-\$245 |
| Inspector | \$165-\$215 |

General Environmental Services (Hourly)

| | |
|------------------|-------------|
| Project Director | \$270 |
| Project Manager | \$159-\$180 |
| Project Analyst | \$90-\$115 |

Assessment District/ GHAD Administration (Hourly)

| | |
|------------------|-------|
| Project Director | \$297 |
| Senior PM | \$192 |
| Senior Analyst | \$118 |
| Analyst | \$101 |

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications, and reproduction (except large quantities such as construction documents for bidding purposes).

* Construction Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area by the Department of Industrial Relations.

All sub-consultant charges are subject to a 10% markup.

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the professional engineering services described in the Scope of Services attached hereto as Exhibit "A."

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is nor shall become an employee of City by virtue of this Agreement. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall procure and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall include or be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

| | |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage |
| Employer's Liability | \$1,000,000 per occurrence |

Professional Liability

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and

shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein under General Liability and Automobile Liability shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. RESERVED.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Manager

CONSULTANT:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and agrees that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

IN WITNESS WHEREOF, authorized officials of the Parties have duly executed this Agreement as of the date first written above.

CITY OF CLAYTON

By: _____

Gary A. Napper
City Manager

ATTEST:

By: _____

City Clerk

HARRIS & ASSOCIATES

By: 

Printed Name: Lisa V. Larrabee

Its: CEO

By: 

Printed Name: Sandra A. DeKason

Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018**Administrative (Funded by General Fund (G.F.))****CLAYTON MONTHLY RATE**

Monthly Lump Sum Retainer

\$9,585.00/mo.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)**CLAYTON HOURLY RATE**

| | |
|---------------------|-------|
| Scott Alman | \$190 |
| Alison Bouley | \$190 |
| Brian Brown | \$180 |
| Dennis Klingelhofer | \$230 |
| Ka Chow | \$105 |
| Teddy Alicante | \$105 |

Capital Improvement Program (Hourly, Non-G.F.)

| | |
|-----------------|-------|
| Scott Alman | \$190 |
| Jasmine Cuffee | \$190 |
| Vijay Pulijal | \$180 |
| Siva Natarajan | \$165 |
| Kyle Carbert | \$165 |
| Daniel Wilkins | \$140 |
| Alvin Armstrong | \$140 |
| Ka Chow | \$105 |
| Teddy Alicante | \$105 |

Land Development (Hourly, Non-G.F.)

| | |
|----------------|-------|
| Scott Alman | \$220 |
| Siva Natarajan | \$175 |
| Kyle Carbert | \$175 |
| Daniel Wilkins | \$150 |
| Ka Chow | \$110 |
| Teddy Alicante | \$110 |



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

| | <u>STANDARD HOURLY RATE</u> |
|--------------------------|------------------------------------|
| Project Directors | \$230 |
| Senior Project Managers | \$200 |
| Project Managers | \$170 |
| Senior Project Engineers | \$140 |
| Project Engineers | \$90 |
| Senior Technical Support | \$130 |
| Technical Support | \$90 |

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

| | <u>STANDARD HOURLY RATE</u> |
|---------------------|------------------------------------|
| Project Director | \$230 |
| Sr. Project Manager | \$190 |
| Project Manager | \$150 |
| Sr. Project Analyst | \$120 |
| Project Analyst | \$90 |
| Technical Support | \$90 |

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT ON
BEHALF OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This First Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on April 20, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. **WHEREAS**, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement") including performing as General Manager for and in support of the Oakhurst Geological Hazard Abatement District;
- B. **WHEREAS**, the current terms remain in effect consistent with the original Agreement; and
- C. **WHEREAS**, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- 1. Section 5, Term of the Agreement is hereby amended in its entirety to read as follows:

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement shall continue each year hereafter so long as the City and the Consultant are satisfied with its terms, conditions and performance.

Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments may be retained as part of the Agreement record.

- 2. Section 19, Organization of the Agreement are hereby amended to read as follows:

Consultant shall assign Bill Stracker as General Manager of the Oakhurst Geological Hazard Abatement District (GHAD). The General Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

ATTACHMENT 2

3. Except as otherwise specifically set forth in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
ON BEHALF OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Second Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on August 4, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. **WHEREAS**, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement") including performing as General Manager for and in support of the Oakhurst Geological Hazard Abatement District;
- B. **WHEREAS**, in April 2021, the Agreement was updated with respect to the named General Manager and other terms;
- C. **WHEREAS**, the current terms remain in effect consistent with the original Agreement; and
- D. **WHEREAS**, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- 1. Section 19. Organization of the Agreement are hereby amended to read as follows:

Consultant shall assign Mark Nassar as General Manager of the Oakhurst Geological Hazard Abatement District (GHAD). The General Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

- 2. Except as otherwise specifically set forth in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk