



AGENDA

REGULAR MEETING

CLAYTON CITY COUNCIL

TUESDAY, September 15, 2020

6:00 P.M.

and

7:00 P.M.

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

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.

Mayor: Julie K. Pierce

Vice Mayor: Jeff Wan

Council Members

Tuija Catalano

Jim Diaz

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.ci.clayton.ca.us
- 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.ci.clayton.ca.us
- 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.ci.clayton.ca.us
- 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 – September 15

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 join webinar:

https://us02web.zoom.us/webinar/register/WN_bVlD0Hu8Q_qaj8HU0uQ23A

After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click “Join Webinar”.

Phone-in: Dial Telephone: 877 853 5257 (Toll Free)

2. using the *Webinar ID*.

E-mail Public Comments: If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at jcalderon@ci.clayton.ca.us 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_bVlD0Hu8Q_qaj8HU0uQ23A

To join on telephone, dial (877) 853-5257 using the *Webinar ID*

*** CITY COUNCIL ***

September 15, 2020

6:00 P.M.

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

2. **CLOSED SESSION**

1. Conference with Legal Counsel –Existing Litigation
Government Code section 54956.9(d)(1)
Clayton for Responsible Development vs. City of Clayton
Contra Costa Superior Court Case No. N20-0543

2. Conference with Labor Negotiator
Government Code Section 54957.6
Agency designated labor negotiator: Interim City Manager

1. Employee Organization: Miscellaneous City Employees
(Undesignated Group)

2. Employee Organization: Police Officers' Association
(Represented Group)

- Short Recess -

* * * * *

7:00 P.M.

3. **CALL TO ORDER AND ROLL CALL** – Mayor Pierce.

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

5. **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 September 1, 2020.
(City Clerk) ([View Here](#))

(b) Approve the Financial Demands and Obligations of the City. (Finance)
([View Here](#))

- (c) Approve the Purchase of Two Electronic Sign Boards for Enhanced COVID 19 Safety Messaging in the amount of \$29,998.53, using Coronavirus Aid, Relief, and Economic Security (CARES) Act grant funds. (Police Chief) ([View Here](#))
- (d) Adopt a Resolution authorizing application for, and receipt of, Local Early Action Planning “LEAP” Grants Program Funds in the amount of \$65,000. (Community Development Director) ([View Here](#))
- (e) Adopt a Resolution authorizing the City Manager to file an application with the California Department of Parks and Recreation’s Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Per Capita Grant program and execute the grant agreement and all other documents necessary to secure the Prop 68 Per Capita Grant Program Funds in the amount of \$177,952. (Community Development Director) ([View Here](#))
- (f) Adopt a Resolution approving a Cooperative Agreement Including Cities of Clayton, Martinez and Pittsburg and Mt. View Sanitary District to Construct the 2020 Tri-Cities Pavement Preservation Project. (City Engineer) ([View Here](#))

6. RECOGNITIONS AND PRESENTATIONS – None.

7. REPORTS

- (a) Planning Commission – Report of September 8, 2020 meeting.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

8. 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 facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor’s discretion. When one’s name is called or you are recognized by the Mayor as wishing to speak, the speaker should approach the public podium and adhere to the time limit. 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.

9. PUBLIC HEARINGS – None.

10. ACTION ITEMS

- (a) Race Relations - Do The Right Thing add Character Traits of Diversity/Inclusion (Councilmember Wolfe) ([View Here](#))
- (b) Consider the option to designate a City Council Voting Delegate and Alternate Delegate to the League of California Cities 2020 Virtual Annual Conference to be held October 7-9, and determine a City voting position, if any, on the one League Conference General Resolution. (City Clerk) ([View Here](#))

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

12. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be October 6, 2020.

#

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 9-15-2020

Agenda Item: Sa

TUESDAY, September 1, 2020

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:06 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce. Councilmembers absent: Vice Mayor Wan, Councilmembers Catalano, Diaz, and Wolfe. Staff present: Interim City Manager Fran Robustelli, Assistant to the City Manager Laura Hoffmeister, City Engineer Scott Alman, Traffic Engineer Lynne Filson, Chief of Police Elise Warren, City Attorney Mala Subramanian and City Clerk/HR Manager Janet Calderon.

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

3. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Councilmember Wolfe, to approve the Consent Calendar as submitted. (Passed 5-0 vote).

- (a) Approved the minutes of the City Council's regular meeting of August 18, 2020.
- (b) Approved the Financial Demands and Obligations of the City.
- (c) Adopted Resolution No. 44-2020 Authorizing the Purchase of a Used 2017 Ford F-350 Utility Body Quad Cab Truck for the City Maintenance Department, and Declaring an Existing 2000 Ford F350 as a Vehicle Surplus to the City's Needs and Authorize its Disposal by the Interim City Manager at Public Auction.

4. **RECOGNITIONS AND PRESENTATIONS**

- (a) Contra Costa County Health Official Update Regarding COVID-19.
(Chris Farnitano, M.D., Health Officer of the County of Contra Costa)

Dr. Chris Farnitano, M.D., Health Officer of the County of Contra Costa provided a brief update regarding COVID-19.

Following questions by City Council; Mayor Pierce opened the item to public comment.

Sandy Mazza inquired on when local indoor dining will resume.

David Sanchez expressed concerns in the public being reluctant in receiving the COVID-19 vaccination when it becomes available.

Denise Stephens expressed concerns of overflow Southern California positive COVID-19 patients entering Northern California hospitals.

Mayor Pierce closed public comment and thanked Dr. Farnitano for the presentation.

5. REPORTS

- (a) Planning Commission – Commissioner Bassam Altwal stated the Commission's agenda at its meeting of August 25, 2020, included Temporary Use Permit Time Extension pertaining to outdoor dining, outdoor commercial uses, and outdoor assembly services until the COVID-19 pandemic restrictions have been removed. This item was approved 5-0.

- (b) Trails and Landscaping Committee – No meeting held.

- (c) City Manager/Staff

Interim City Manager Fran Robustelli thanked Chief Warren and the Clayton Police Department in response to the demonstration that occurred Saturday evening. She also indicated the upcoming Contra Costa County Mayors' Conference will include a presentation by the Public Managers Association regarding a regional idea addressing mental health and policing.

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

Vice Mayor Wan worked with Councilmember Wolfe and Chief Warren regarding the Regency/Rialto Drive pilot parking program, and emailed/called constituents.

Councilmember Wolfe worked with Vice Mayor Wan and Chief Warren regarding the Regency/Rialto Drive pilot parking program and provided some brief information on the recent demonstration. Councilmember Wolfe also requested this evening's meeting be adjourned in memory of Rory Richmond who recently passed away.

Councilmember Catalano attended East Contra Costa County Habitat Conservancy board meeting, the League of California Cities East Bay Division meeting, and the Race Relations committee meetings as a community member.

Councilmember Diaz met with the Interim City Manager, acknowledged the Clayton Police Department regarding the recent demonstration and their efforts, continued in an advisory capacity with Morgan Territory residents regarding fire service issues, and attended the League of California Cities East Bay Division meeting.

Mayor Pierce attended the Association of Bay Area Governments Executive Board meeting, and the Housing Methodology Committee meeting.

- (e) Other – Introduction of City Council candidates (present at the meeting).

Mayor Pierce noted that during City elections, it is City Council Policy that candidates for City Council are allowed 3 minutes to introduce themselves and share a few remarks at each City Council meeting if they are in attendance and wish to do so in ballot order each meeting then after rotate ballot order (i.e. the first same will go last at the next meeting, whereas the second name will go first).

The following candidates introduced themselves and provided remarks about their candidacy:

Frank Gavidia

Glenn Miller

Jim Diaz

Tuija Catalano

Peter Cloven

Letecia "Holly" Tillman

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

Scott Denslow expressed support of the Clayton Police Department regarding the recent protest. He also announced the upcoming Race Relations committee webinar and encouraged the community to watch.

Frank Gavidia thanked the Clayton Police Department regarding the recent protest.

Irina Liskovich expressed her concerns regarding political feuds, party affiliations, and personal attacks on candidates on Social Media.

Kim Lally expressed her concerns regarding the recent protest.

Ernie DeTrinidad expressed his support of the COVID-19 presentation; noting the City Council needs to be diverse, transparent, and inclusive on all issues including housing, policing, economics, racism and safety.

Roberto Lopez with Mt. Diablo Soccer Association expressed his support of City Council Candidate Frank Gavidia.

Brad Talmadge expressed his concerns regarding a "secret society" on social media involving City Councilmembers and City Council Candidates.

Dee Vieira expressed her concerns with the "Save Clayton" and "Clayton Progresses" social media private groups.

Rachel Levy provided a brief history regarding "Clayton Progresses" social media group.

Mayor Pierce closed public comment.

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS

- (a) Traffic Calming and Speed Survey Options on Clayton Road, Eagle Peak Avenue and Mountaire Parkway.

City Engineer Scott Alman presented the report.

Following questions by City Council, Mayor Pierce opened the item to public comment.

Scott Collier expressed concerns on changing Mountaire Parkway from two lanes to one, and the impact on the residents.

Harry Little expressed concerns regarding the expenses of this project, preferred wider bicycle lanes, and the semi-truck traffic off Mitchell Canyon creating a safety concern.

Dee Vieira inquired if anyone from staff has reached out to residents of Dana Hills regarding possible roadway changes.

Mayor Pierce closed public comment.

By consensus of the City Council; direct staff to move forward with speed limit signs as recommended by the City Engineer, to reach out to Dana Hills Home Owners Association (HOA) to notify residents of potential speed limit changes and informally poll residents on the proposed road diet, and to have staff adjust the signal time to current speed limits on Clayton Road.

It was moved by Vice Mayor Wan, seconded by Councilmember Wolfe, to direct staff to move forward with speed limit signs as recommended by the City Engineer, to reach out to Dana Hills Home Owners Association (HOA) to notify residents of potential speed limit changes and informally poll residents on the proposed road diet, and to have staff adjust the signal time to current speed limits on Clayton Road. (Passed 5-0)

- (b) Draft Proclamation for "Hispanic Heritage Month" (September 15 – October 15).

Councilmember Diaz presented the report.

Following questions by City Council, Mayor Pierce opened the item to public comment; no comments were offered.

It was moved by Councilmember Diaz, seconded by Councilmember Catalano, to Approve the draft Proclamation for "Hispanic Heritage Month" (September 15 – October 15) with minor edits. (Passed 5-0)

9. COUNCIL ITEMS

Vice Mayor Wan requested the City's legal counsel of Best, Best & Krieger to stop defending "The Olivia Project" lawsuit on behalf of the City.

City Attorney Mala Subramanian confirmed this request would come back to the City Council as a Closed Session item.

10. CLOSED SESSION

Mayor Pierce announced the City Council will adjourn into Closed Session for the following noticed item (10:09 p.m.) after a six minute break:

Conference with Labor Negotiator
Pursuant to Government Code section 54957.6
Agency designated labor negotiator: Interim City Manager

1. Employee Organization: Miscellaneous City Employees (Undesignated Group)
2. Employee Organization: Police Officers' Association (Represented Group)

Report out of Closed Session (11:22 p.m.)

Mayor Pierce reported there was no reportable action.

13. **ADJOURNMENT**– on call by Mayor Pierce, the City Council adjourned its meeting at 11:23 p.m. in memory of Rory Richmond a long-time Clayton resident and community volunteer who passed away recently.

The next regularly scheduled meeting of the City Council will be September 15, 2020.

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Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Julie Pierce, Mayor

#



Agenda Item: 5b

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 09/15/2020

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

It is recommended the City Council, by minute motion, 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
Open Invoice Report	Accounts Payable	9/8/2020	\$ 91,340.56
Cash Requirements Report	Payroll, Taxes	9/9/2020	105,003.53
Total Required			\$ 196,344.09

Attachments:

1. Open Invoice Report, dated 9/8/20 (4 pages)
2. Cash Requirements report PPE 9/6/20 (1 page)

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
Ace Sierra Tow								
Ace Sierra Tow	8/29/2020	8/29/2020	60010	Tow PD vehicle to Antioch corp yard for rep	\$110.00	\$0.00		\$110.00
				<i>Totals for Ace Sierra Tow</i>	<i>\$110.00</i>	<i>\$0.00</i>		<i>\$110.00</i>
Advanced Elevator Solutions, Inc								
Advanced Elevator Solutions, Inc	9/1/2020	9/1/2020	40619	Elevator service	\$124.00	\$0.00		\$124.00
				<i>Totals for Advanced Elevator Solutions, Inc</i>	<i>\$124.00</i>	<i>\$0.00</i>		<i>\$124.00</i>
American Fidelity Assurance Company								
American Fidelity Assurance Company	9/8/2020	9/4/2020	2079915	FSA PPE 9/6/20	\$83.07	\$0.00		\$83.07
				<i>Totals for American Fidelity Assurance Company</i>	<i>\$83.07</i>	<i>\$0.00</i>		<i>\$83.07</i>
Aqua Dream Pools								
Aqua Dream Pools	9/1/2020	9/1/2020	CAP0364	Deposit refund 5614 Ohman Pl	\$1,368.50	\$0.00		\$1,368.50
				<i>Totals for Aqua Dream Pools</i>	<i>\$1,368.50</i>	<i>\$0.00</i>		<i>\$1,368.50</i>
Authorize.net								
Authorize.net	9/1/2020	9/1/2020	Aug2020	Online credit card gateway fee August 2020	\$33.50	\$0.00		\$33.50
				<i>Totals for Authorize.net</i>	<i>\$33.50</i>	<i>\$0.00</i>		<i>\$33.50</i>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	8/20/2020	8/20/2020	15104	Water cooler brackets, parking bumpers368.4	\$368.44	\$0.00		\$368.44
				<i>Totals for Bay Area Barricade Serv.</i>	<i>\$368.44</i>	<i>\$0.00</i>		<i>\$368.44</i>
Bay Area News Group								
Bay Area News Group	7/31/2020	7/31/2020	1259534	Legal Ads July 2020	\$753.36	\$0.00		\$753.36
				<i>Totals for Bay Area News Group</i>	<i>\$753.36</i>	<i>\$0.00</i>		<i>\$753.36</i>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	8/11/2020	8/11/2020	883260	Legal services July 2020	\$9,574.00	\$0.00		\$9,574.00
Best Best & Kreiger LLP	8/11/2020	8/11/2020	883262	Suppl Legal services July 2020	\$614.31	\$0.00		\$614.31
Best Best & Kreiger LLP	8/11/2020	8/11/2020	883263	Suppl Legal svcs July 2020	\$666.00	\$0.00		\$666.00
				<i>Totals for Best Best & Kreiger LLP</i>	<i>\$10,854.31</i>	<i>\$0.00</i>		<i>\$10,854.31</i>
CA Department of Justice								
CA Department of Justice	8/7/2020	8/7/2020	463379	Fingerprinting July 2020	\$32.00	\$0.00		\$32.00
				<i>Totals for CA Department of Justice</i>	<i>\$32.00</i>	<i>\$0.00</i>		<i>\$32.00</i>
CalPERS Retirement								
CalPERS Retirement	9/8/2020	9/6/2020	090620	Retirement PPE 9/6/20	\$18,103.40	\$0.00		\$18,103.40
				<i>Totals for CalPERS Retirement</i>	<i>\$18,103.40</i>	<i>\$0.00</i>		<i>\$18,103.40</i>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	8/25/2020	8/25/2020	3090533	Copier Paper	\$129.90	\$0.00		\$129.90
Caltronics Business Systems, Inc	8/24/2020	8/24/2020	3090155	Copier usage 7/30/20-8/18/20	\$227.90	\$0.00		\$227.90

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
Totals for Caltronics Business Systems, Inc					\$357.80	\$0.00		\$357.80
Cintas Corporation								
Cintas Corporation	8/20/2020	8/20/2020	4059263114	PW uniforms through 8/20/20	\$56.09	\$0.00		\$56.09
Cintas Corporation	8/27/2020	8/27/2020	4059927383	PW uniforms through 8/27/20	\$36.95	\$0.00		\$36.95
Totals for Cintas Corporation					\$93.04	\$0.00		\$93.04
City of Concord								
City of Concord	8/31/2020	8/31/2020	85353	Dispatch services October 2020	\$24,418.92	\$0.00		\$24,418.92
Totals for City of Concord					\$24,418.92	\$0.00		\$24,418.92
Concord Uniforms								
Concord Uniforms	7/27/2020	7/27/2020	17256	PD uniform items	\$232.45	\$0.00		\$232.45
Totals for Concord Uniforms					\$232.45	\$0.00		\$232.45
Contra Costa County Auditor-Controller (LAFCO)								
Contra Costa County Auditor-Controller	9/1/2020	9/1/2020	2021-0003	LAFCO FY2021	\$1,334.06	\$0.00		\$1,334.06
Totals for Contra Costa County Auditor-Controller (LAFCO)					\$1,334.06	\$0.00		\$1,334.06
Cropper Accountancy Corp								
Cropper Accountancy Corp	8/31/2020	8/31/2020	228	First progress billing for FS ending 6/30/20	\$2,000.00	\$0.00		\$2,000.00
Totals for Cropper Accountancy Corp					\$2,000.00	\$0.00		\$2,000.00
Digital Services								
Digital Services	8/21/2020	8/21/2020	11695	IT Services 7/9/20-8/21/20	\$4,040.52	\$0.00		\$4,040.52
Totals for Digital Services					\$4,040.52	\$0.00		\$4,040.52
FasTrak Violation Processing								
FasTrak Violation Processing	8/25/2020	8/25/2020	T717055549326	Bridge toll PW Truck CA1238810	\$6.00	\$0.00		\$6.00
Totals for FasTrak Violation Processing					\$6.00	\$0.00		\$6.00
Globalstar LLC								
Globalstar LLC	8/16/2020	8/16/2020	4737339	Sat phone 8/16/20-9/15/20	\$109.40	\$0.00		\$109.40
Totals for Globalstar LLC					\$109.40	\$0.00		\$109.40
ICMA Retirement Corporation								
ICMA Retirement Corporation	7/6/2020	7/6/2020	44334	Annual plan fee Q1FY21	\$125.00	\$0.00		\$125.00
ICMA Retirement Corporation	9/6/2020	9/6/2020	090620	457 Plan contributions PPE 9/6/20	\$1,725.00	\$0.00		\$1,725.00
Totals for ICMA Retirement Corporation					\$1,850.00	\$0.00		\$1,850.00
MSR Mechanical, LLC								
MSR Mechanical, LLC	8/28/2020	8/28/2020	114260	CH HVAC repair	\$2,105.94	\$0.00		\$2,105.94
Totals for MSR Mechanical, LLC					\$2,105.94	\$0.00		\$2,105.94
Municipal Code Corporation								
Municipal Code Corporation	9/3/2020	9/3/2020	347769	MyMunicode 9/1/20-8/31/21	\$995.00	\$0.00		\$995.00

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
<i>Totals for Municipal Code Corporation</i>					<u>\$995.00</u>	<u>\$0.00</u>		<u>\$995.00</u>
Nationwide								
Nationwide	9/6/2020	9/6/2020	090620	457 Plan contribution PPE 9/6/20	\$500.00	\$0.00		\$500.00
<i>Totals for Nationwide.</i>					<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>
Paychex								
Paychex	9/9/2020	9/9/2020	2020090401	Payroll fees PPE 9/6/20	\$266.14	\$0.00		\$266.14
<i>Totals for Paychex.</i>					<u>\$266.14</u>	<u>\$0.00</u>		<u>\$266.14</u>
Paysafe Payment Processing								
Paysafe Payment Processing	9/2/2020	8/31/2020	Aug2020	Online bankcard fees August 2020	\$357.42	\$0.00		\$357.42
Paysafe Payment Processing	9/2/2020	8/31/2020	Aug2020	OTC bankcard fees August 2020	\$242.35	\$0.00		\$242.35
<i>Totals for Paysafe Payment Processing</i>					<u>\$599.77</u>	<u>\$0.00</u>		<u>\$599.77</u>
PG&E								
PG&E	8/21/2020	8/21/2020	082120	Energy 7/21/20-8/20/20	\$4,986.95	\$0.00		\$4,986.95
<i>Totals for PG&E.</i>					<u>\$4,986.95</u>	<u>\$0.00</u>		<u>\$4,986.95</u>
Riso Products of Sacramento								
Riso Products of Sacramento	9/1/2020	9/1/2020	209672	Copier lease pmt 42 of 60	\$106.09	\$0.00		\$106.09
<i>Totals for Riso Products of Sacramento</i>					<u>\$106.09</u>	<u>\$0.00</u>		<u>\$106.09</u>
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	8/20/2020	8/20/2020	102351990-001	CCP irrigation repair parts	\$1,735.20	\$0.00		\$1,735.20
<i>Totals for Site One Landscape Supply, LLC</i>					<u>\$1,735.20</u>	<u>\$0.00</u>		<u>\$1,735.20</u>
Sprint Comm (PD)								
Sprint Comm (PD)	8/29/2020	8/29/2020	703335311-225	Cell phones 7/26/20-8/25/20	\$716.62	\$0.00		\$716.62
<i>Totals for Sprint Comm (PD)</i>					<u>\$716.62</u>	<u>\$0.00</u>		<u>\$716.62</u>
Staples Business Credit								
Staples Business Credit	8/25/2020	8/25/2020	1630645748	Office supplies	\$375.67	\$0.00		\$375.67
<i>Totals for Staples Business Credit</i>					<u>\$375.67</u>	<u>\$0.00</u>		<u>\$375.67</u>
The Radar Shop								
The Radar Shop	9/4/2020	9/4/2020	13083	Recertify radar/lidar units	\$227.00	\$0.00		\$227.00
<i>Totals for The Radar Shop</i>					<u>\$227.00</u>	<u>\$0.00</u>		<u>\$227.00</u>
Underground Service Alert Of N.CA & NV								
Underground Service Alert Of N.CA & N	8/14/2020	8/14/2020	112766DIG20	CA state fee for regulatory costs (803 Tickets)	\$380.98	\$0.00		\$380.98
<i>Totals for Underground Service Alert Of N.CA & NV</i>					<u>\$380.98</u>	<u>\$0.00</u>		<u>\$380.98</u>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	9/8/2020	8/24/2020	Stmt end 8/24/20	Stmt end 8/24/20	\$12,072.43	\$0.00		\$12,072.43

City of Clayton
Open Invoice Report
Obligations

<i>Totals for US Bank - Corp Pmt System CalCars</i>	<u>\$12,072.43</u>	<u>\$0.00</u>	<u>\$12,072.43</u>
GRAND TOTALS:	\$91,340.56	\$0.00	\$91,340.56

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 09/09/20: \$105,003.53

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	105,003.53
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	105,003.53
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	15,018.03
	CASH REQUIRED FOR CHECK DATE 09/09/20	120,021.56

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
09/08/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	77,541.36	
09/08/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	78,204.86
09/08/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	2,323.53	2,323.53
09/08/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 09/08/20		80,603.39
09/09/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	1,118.53	
				Medicare	1,617.74	
				Fed Income Tax	13,251.27	
				CA Income Tax	5,587.01	
				Total Withholdings	21,574.55	
				Employer Liabilities		
				Social Security	1,118.53	
				Medicare	1,617.76	
				Fed Unemploy	14.10	
				CA Unemploy	72.85	
				CA Emp Train	2.35	
				Total Liabilities	2,825.59	24,400.14
				EFT FOR 09/09/20		24,400.14
				TOTAL EFT		105,003.53



Approved:

Fran Robustelli

Fran Robustelli
Interim City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Elise Warren, Chief

DATE: September 15, 2020

SUBJECT: Authorize the Purchase of Two Electronic Sign Boards for Enhanced COVID 19 Safety Messaging, in the amount of \$29,998.53, using Coronavirus Aid, Relief, and Economic Security [CARES] Act grant funds.

RECOMMENDATION

It is recommended that the Council approve the purchase of two Stalker Mast-mounted Variable Message Signs, in the amount of \$29,998.53 using CARES Act grant funds.

BACKGROUND

During a crisis such as the COVID-19 Pandemic, communication with the public is the most effective way to encourage the public to take a positive action or refrain from a harmful act. The City of Clayton has used social media platforms and the city website to communicate with the community on topics related to the Pandemic and local Health Orders, but we do not have an effective means of communicating with the public in outdoors spaces.

DISCUSSION

Messaging is important now more than ever. The ability to quickly communicate with the public about ever changing situations is important to public safety and the well-being of the community.

The purchase of two fully programmable electronic sign boards will enable the City to effectively notify the public of critical messages in the field. The signs will be used to post messages such as; notifying the public about social distancing requirements in open spaces, closure of public areas due to Health Orders and restrictions, and reminding people to wear masks.

The Stalker Message Center 360 Mast-Mounted Variable Message Signs are easy to read, moveable and will provide clear, concise messaging for the Community. Its features included:

- 250 preprogrammed messages, 100 custom messages, 80 graphic messages- all standard
- Four (4) deep cycle marine batteries (8 batteries with the ALPR option)
- 140-watt solar panel provides continuous run time
- On-board AC smart charger included – standard
- High visibility LED character boards
- Industry leading - Five (5) year factory limited warranty on major electronic components

FISCAL IMPACTS

The cost for the two Stalker Message Center 360 Mast-Mounted Variable Message Sign is: \$29,998.53.

CARES Act funds will be used to purchase these signs. The City of Clayton has received an allocation of \$139,979 in CARES Act funds, and as such, there is no fiscal impact to the General Fund.

ATTACHMENTS

- A. Stalker MC360 Quote
- B. Stalker MC360 Sign



applied concepts, inc.

QUOTE
#2042191

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Mike Scaglione
972-801-4856
michaels@a-concepts.com

Reg Sales Mgr:

Page 1 of 1
Date: 08/27/20
Brian Wong
310-429-0519
brianw@a-concepts.com

Effective From : 08/27/2020

Valid Through: 09/30/2020

Lead Time: 32 working days

Bill To: Clayton Police Dept 6000 Heritage Trl Clayton, CA 94517-1249	Customer ID: 010508 Accounts Payable	Ship To: Clayton Police Dept 6000 Heritage Trl Clayton, CA 94517-1249	Deliver Sergeant Jason Shaw
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	821-1099-00	Stalker MC360 Message Trailer (3'x6')	0	\$13,385.00	\$26,770.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	2	015-2684-59	[268459] MC 360 Message Trailer (3' x 6')		\$0.00
2	2	200-1229-00	[412466] Traffic Stats Sensor, 2-Comm Ports, USB, Open		\$0.00
3	2	006-0569-00	Certificate of Accuracy, Speed Sensor II		\$0.00
4	2	015-5779-00	[274712] MC360 Solar Panel		\$0.00
5	2	015-1819-00	[275569] Trailer Tongue Jack		\$0.00
8	2	011-0220-00	MC360 3'x6' and 4'x8' Trailer User Manual		\$0.00
9	2	063-0024-60	MC360 Trailer 5-Year Warranty		\$0.00

Group Total \$26,770.00

Product	\$26,770.00	Sub-Total:	\$26,770.00
Discount	\$0.00	Sales Tax 8.25%	\$2,208.53
Payment Terms: Net 30 days		Shipping & Handling:	\$1,020.00
		Total: USD	\$29,998.53

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

ATTACHMENT A

STALKER®

[About Us](#)[Products](#)[Service](#)[Lite](#)

Messaging is important. Now, more than ever.

The Stalker Radar line of heavy-duty radar trailers, speed, and message signs.



18" PMG on optional trailer hitch mount

Stalker Message Center 360

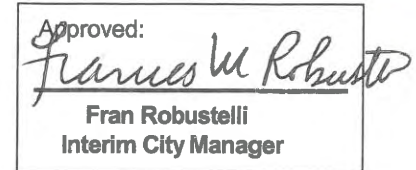


Mast-mounted Variable Message Signs

Put the message where you want it - when you want it. Provides traffic message while gathering valuable traffic data. 2 models to choose from - 3' x 6' and 4' x 8' display panel size. Rotating mast for easy setup and travel.

More >>





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Fran Robustelli, Interim City Manager

BY: Matthew Feske, Community Development Director

DATE: September 15, 2020

SUBJECT: Adopt a Resolution authorizing application for, and receipt of, Local Early Action Planning "LEAP" Grants Program Funds in the amount of \$65,000.

RECOMMENDATION

Adopt the Resolution authorizing the City Manager to execute the grant agreement and all other documents necessary to secure LEAP Grants Program Funds in the amount of \$65,000.

ALTERNATIVE RECOMMENDATION

Move to not secure LEAP Grant Program Funds in any amount.

BACKGROUND

In January 2020, the California Department of Housing and Community Development (Department) announced a Notice of Funding Availability (NOFA) for approximately \$119 million as part of the LEAP Grants Program. LEAP was established as part of the 2019-2020 Budget Act providing a spectrum of support, incentives, resources, and accountability to meet California's housing goals. Funding is made available as a portion of the LEAP Support Grants Program pursuant to Chapter 3.1 of the Health and Safety Code.

DISCUSSION

The over-arching goals of the LEAP Program are to accelerate housing production and facilitate compliance to implement the sixth cycle of the Regional Housing Need Assessment (RHNA 6). Eligible activities include preparation and adoption of planning documents; process improvements that accelerate housing production; and implementation of RHNA 6.

These funds are now available to local agencies via a non-competitive grant program. The amount available is based on population. Clayton is allocated \$65,000 and funding will be used to:

1. Prepare and adopt an updated General Plan Housing Element in compliance with State housing laws and RHNA 6.

Should the city decide to not apply for this grant, the city would burden the full cost of preparing a Housing Element Update 6th Cycle.

The LEAP grant affords the opportunity to secure funds for the Housing Element Update 6th Cycle no matter what the future decision is to have a certified Housing Element 6th Cycle. The LEAP Grant does not require a certified Housing Element 6th Cycle, only that the awarded grant funds are used to prepare and adopt a Housing Element 6th Cycle.

The preparation of the Housing Element 6th Cycle will include inventory survey, community survey, community outreach, goals and policy development, and implementation strategies. The preparation of the Housing Element 6th Cycle does not include amending the city's code, although the implementation strategies can include language to amend the city code.

Should the city in the future decide not to comply with State mandated housing legislation, the preparation of the Housing Element 6th Cycle document could provide data and community desires that can be used as localized facts as a basis for non-compliance. Localized facts can be used to demonstrate the burden and negative impact to the community and how the intent and goals of the housing legislation cannot be met. This does not assure that the State would agree or even change the mandate for a Housing Element 6th Cycle.

Should the city in the future decide to comply after exhausting non-compliance with State Mandates, appeal pathways, and legal pathways; then the Housing Element 6th Cycle document would already be prepared or mostly prepared with little cost burden to the city.

Public Notice

Public notice was not required as this Resolution does not require a public hearing.

ENVIRONMENTAL

This Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3) because this activity is not a project as defined by Section 15378 of the CEQA Guidelines, and pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, as it can be seen with certainty that this activity will not have a significant effect or physical change to the environment.

FISCAL IMPACTS

With submission of this grant application, the City seeks to receive \$65,000 for eligible activities discussed in this staff report. All proposed uses of grant funds are mandated. Therefore, this grant would assist with alleviating the cost burden of preparing the Housing Element Update.

ATTACHMENTS

- A. Resolution
- B. LEAP NOFA
- C. Maximum Allocated Amount

RESOLUTION NO. ____-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLAYTON AUTHORIZING APPLICATION FOR, AND
RECEIPT OF, LOCAL GOVERNMENT PLANNING
SUPPORT GRANTS PROGRAM FUNDS.**

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Clayton desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

NOW, THEREFORE, the City Council of the City of Clayton ("Applicant") resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Clayton is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON September 15, 2020 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST

Janet Calderon, City Clerk

APPROVED BY ADMINISTRATION

Fran Robustelli, City Manager

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



January 27, 2020

MEMORANDUM FOR: All Potential Applicants

**FROM: Zachary Olmstead, Deputy Director
Division of Housing Policy Development**

**SUBJECT: NOTICE OF FUNDING AVAILABILITY -
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

Program applications, forms and instructions are available on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>. If you have questions regarding this NOFA, please email the Department at EarlyActionPlanning@hcd.ca.gov.

Attachment

ATTACHMENT B

**LOCAL EARLY ACTION PLANNING GRANTS PROGRAM
(LEAP)
2020 NOTICE OF FUNDING AVAILABILITY**



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

**Zachary Olmstead, Deputy Director
California Department of Housing and Community Development
Division of Housing Policy Development**

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2911

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

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2019 NOTICE OF FUNDING AVAILABILITY LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019)). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter "LEAP").

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

Event	Date
NOFA Release	January 27, 2020
NOFA Application Webinar	February 14, 2020
NOFA Application Workshops	February and March 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023
Expenditure Deadline	December 31, 2023

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

V. Award Amounts

This Program will make \$119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.¹ The minimum award amount is \$25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	\$1,500,000
300,000 to 749,999	\$750,000
100,000 to 299,999	\$500,000
60,000 to 99,999	\$300,000
20,000 to 59,999	\$150,000
Less than 20,000	\$65,000

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to \$1.0 million.

VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

¹ Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

Prohousing Policies

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as "Prohousing," when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG

programs.

Pursuant to Gov. Code Section 65589.9(f)(2), “Prohousing” policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

- A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
- B. Reducing parking requirements for sites that are zoned for residential development;
- C. Adoption of zoning allowing for use by right for residential and mixed-use development;
- D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
- E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
- F. Process improvements that reduce permit processing time;
- G. Creating of objective development standards;
- H. Studies and implementing actions that reduce development impact fees; and
- I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200.”

VIII. Ineligible Activities

- 1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
- 2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
- 3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
- 4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

IX. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

X. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

XI. Application Requirements

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

Accelerating Housing Production: Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

State and Other Planning Priorities: Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

XII. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

XIII. Application Review

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

- information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
 7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
 8. The Department may request additional information to complete and approve the application for funding;
 9. Applications recommended for funding are subject to conditions specified by the Department;
 10. Applications will be reviewed within 30 days from the date the Department receives the application; and
 11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

XIV. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

XV. Appeals

1. Basis of Appeals:

- A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
- B. The decision of the Director is final and not subject to further administrative or judicial review.
- C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.

2. Appeals Process and Deadlines:

- A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
EarlyActionPlanning@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

- B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

XVI. Administration

1. Grant Execution and Term

- A. The Department will notify the grantee if they have been selected for a grant award;
- B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
- C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
- D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

2. Payment and Accounting of Grant Funds

- A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
- C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
- D. Work must be completed prior to requesting reimbursement;
- E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
- F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

3. Accounting Records and Audits

- A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
- D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- E. Subcontractors employed by the grantee and paid with moneys under the

terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

- F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- G. The Department may request additional information, as needed, to meet other applicable audit requirements; and
- H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

4. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;
- B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

5. Reporting

- A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;
- B. Awardees shall submit a report, in the form and manner prescribed by

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction; and
 - A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.
- C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
- D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
- E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
- F. The Department shall maintain records of the following and provide that information publicly on its internet website:
- The name of each applicant for Program funds and the status of that entity's application;
 - The number of applications for Program funding received by the Department; and
 - The information described in 5(B) above for each recipient of Program funds.

XVII. Right to Modify or Suspend the NOFA, and Final Decision-making

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

Further, the Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

XVIII. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

- A. "Accelerating Housing Production" means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.
- B. "Affordability" means a housing unit that satisfies at least one of the following criteria:
 - 1. It is available at an "affordable rent" as that term is used and defined in Section 50053 of the Health & Safety Code;
 - 2. It is offered at an "affordable housing cost", as that term is used and defined in Section 50052.5 of the Health & Safety Code; or
 - 3. It is available at an "affordable rent" or an "affordable housing cost" according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).
- C. "Annual Progress Report" (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.
- D. "Completed entitlement" means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.
- E. "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.
- F. "Department" means the California Department of Housing and Community Development.

G. "Housing" means any development that satisfies both of the following criteria:

1. At least two-thirds of the square footage of the development must be designated for residential use; and
2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

- H. "Housing Element" or "element" means the Housing Element of a community's General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.
- I. "Jurisdiction" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.
- J. "Local government" or "Locality" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.
- K. "Objective zoning standard", "objective subdivision standard", and "objective design review standard" means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. "Objective design review standards" means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.
- L. "Other Planning Priorities" means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.
- M. "Regional housing need assessment" means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

- N. "State Planning Priorities" means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.
- O. "Streamlined Housing Production" means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment 1

Close Out Reporting Form

LEAP Grant Close Out Reporting Template

Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

LEAP Grant Close Out Reporting Template

Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

Further Information

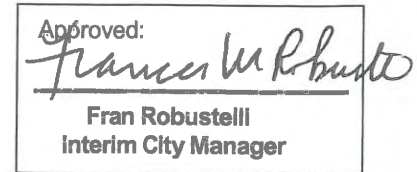
- Who can be reached to ask more questions about this project?
- Name
- Number and/or email

Local Governments Planning Support Grants
Maximum Award Allocation
(LEAP and REAP)

The population of a jurisdiction are based on the population estimates posted on the Department of Finance's internet website as of January 1, 2019.

Jurisdiction	County	Jurisdiction Size	Population Range	Total Population*	Award Maximum (\$125,000,000)
Calipatria	Imperial	Very Small	Population <20,000	7,488	\$65,000
Calistoga	Napa	Very Small	Population <20,000	5,334	\$65,000
Camarillo	Ventura	Medium	Population 60,000-99,999	68,741	\$300,000
Campbell	Santa Clara	Small	Population 20,000-59,999	42,696	\$150,000
Canyon Lake	Riverside	Very Small	Population <20,000	11,018	\$65,000
Capitola	Santa Cruz	Very Small	Population <20,000	10,563	\$65,000
Carlsbad	San Diego	Medium to Large	Population 100,000-299,999	114,622	\$500,000
Carmel-by-the-Sea	Monterey	Very Small	Population <20,000	3,750	\$65,000
Carpinteria	Santa Barbara	Very Small	Population <20,000	13,704	\$65,000
Carson	Los Angeles	Medium	Population 60,000-99,999	93,799	\$300,000
Cathedral City	Riverside	Small	Population 20,000-59,999	54,791	\$150,000
Ceres	Stanislaus	Small	Population 20,000-59,999	48,326	\$150,000
Cerritos	Los Angeles	Small	Population 20,000-59,999	50,058	\$150,000
Chico	Butte	Medium	Population 60,000-99,999	92,348	\$300,000
Chino	San Bernardino	Medium	Population 60,000-99,999	86,757	\$300,000
Chino Hills	San Bernardino	Medium	Population 60,000-99,999	83,159	\$300,000
Chowchilla	Madera	Very Small	Population <20,000	18,835	\$65,000
Chula Vista	San Diego	Medium to Large	Population 100,000-299,999	267,503	\$500,000
Citrus Heights	Sacramento	Medium	Population 60,000-99,999	87,731	\$300,000
Claremont	Los Angeles	Small	Population 20,000-59,999	36,446	\$150,000
Clayton	Contra Costa	Very Small	Population <20,000	11,431	\$65,000
Clearlake	Lake	Very Small	Population <20,000	15,917	\$65,000
Cloverdale	Sonoma	Very Small	Population <20,000	9,134	\$65,000
Clovis	Fresno	Medium to Large	Population 100,000-299,999	113,883	\$500,000
Coachella	Riverside	Small	Population 20,000-59,999	45,635	\$150,000
Coalinga	Fresno	Very Small	Population <20,000	16,791	\$65,000
Colfax	Placer	Very Small	Population <20,000	2,150	\$65,000
Colma	San Mateo	Very Small	Population <20,000	1,501	\$65,000
Colton	San Bernardino	Small	Population 20,000-59,999	53,724	\$150,000
Colusa	Colusa	Very Small	Population <20,000	6,241	\$65,000
Colusa County	Colusa	Very Small	Population <20,000	10,392	\$65,000

*Data Source: Demographic Research Unit, California Department of Finance
e-mail: ficalpop@dof.ca.gov phone: 916-323-4086



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Fran Robustelli, Interim City Manager

BY: Matthew Feske, Community Development Director

DATE: September 15, 2020

SUBJECT: Adopt a Resolution authorizing the City Manager to file an application with the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Per Capita Grant program and execute the grant agreement and all other documents necessary to secure the Prop 68 Per Capita Grant Program Funds in the amount of \$177,952.

RECOMMENDATION

Approve resolution authorizing the City Manager to file an application with the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Per Capita Grant program and execute the grant agreement and all other documents necessary to secure the Prop 68 Per Capita Grant Program Funds in the amount of \$177,952.

BACKGROUND

In June 2018, California voted in Proposition 68 (the Parks, Environment, and Water Bond) authorizing funding for state & local parks, environmental protection projects, water infrastructure projects, and flood protection projects. The early rounds of funds distribution were competitive and/or need-based with qualifying criteria for which Clayton was not eligible.

The current round, labeled the General Per Capita Program, makes \$185M in funding available to local municipalities for local park rehabilitation, improvement and creation. Based on a per capita basis, funds will be allocated to cities based on population size, with an allocation up to \$177,952 for the City of Clayton.

DISCUSSION

OGAL announced the exact allocation amount and the City is eligible for allocation of \$177,952. The grant funding process starts with the City Council's authorization through resolution. A single resolution may be used for multiple project applications.

The funds from Prop 68 will be added to the funding sources for park improvement projects identified in the City's 5-year Capital Improvement Program. The grant process includes submitting an application packet through December 2021 and finalizing a contract with the state by June 2022. An application is required for each project. All projects must be completed through December 2023 and project completion package(s) through March 2024.

The City does not qualify for projects that serve severely disadvantaged communities (medium household income less than 60% of the statewide average), therefore would require a 20% match. Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked

The City would utilize the in-house employee services and/or Development Impact Fees for the 20% match. The in-house employee(s) would at the fully encumbered hourly rate.

POTENTIAL PROJECTS TO APPLY FOR

There are several projects that staff has identified and seeks preliminary input from City Council on the project(s) for further evaluation for future application submittal. It is important to note, that any project that exceeds the allocated funds and matching funds would have to have identify funding sources for the project application. The following lists the potential projects under review:

- Remove and install new playground equipment (5-12 age) and resilient surface at Clayton Park
- Remove and install new stairs at Clayton Community Park
- Remove portion of grass area and install new landscape pavers for accessibility at Grove Park
- Purchase land

Public Notice

Public notice was not required as this Resolution does not require a public hearing.

ENVIRONMENTAL

Adoption of the resolution is not a project under CEQA and no environmental review is required. Any project(s) resulting from any grant application will be subject to environmental review at time of project development.

FISCAL IMPACTS

There is a match requirement of 20% and the City would use the employee fully encumbered hourly cost. The grant program includes payment on reimbursement basis for expended eligible project costs.

ATTACHMENTS

- A. Resolution
- B. Per Capita Program Procedural Guide June 2020
- C. Allocation Table

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLAYTON APPROVING APPLICATION(S) FOR PER
CAPITA GRANT FUNDS.**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton ("Grantee") hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)),and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Clayton will consider a range of actions that include, but are not limited to, the following:

- A. Conducting active outreach to diverse populations, particularly minority, low- income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - B. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - C. Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - D. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - E. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - F. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - G. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5))
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

ADOPTED ON September 15, 2020 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST

Janet Calderon, City Clerk

APPROVED BY ADMINISTRATION

Fran Robustelli, City Manager

**Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

June 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(s) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged.*

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



**State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. ____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. ____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. ____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. ____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement
NEAREST CROSS STREET	
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title	Email address Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date	
Print Name:	
Title:	

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the [Per Capita match calculator](https://www.parksforcalifornia.org/percapita) at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

Development project scope (Describe the project in 30 words or less):

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐ Yes ☐ No Is completing CEQA a PROJECT SCOPE item? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:		PROJECT Name
<input checked="" type="checkbox"/>	Page	Required Item
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr/>
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Party <hr/> <hr/> <hr/> </div> <div style="width: 35%;"> Date Signed <hr/> <hr/> <hr/> </div> </div>
<input type="checkbox"/>		Term of the agreement: _____ years
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> Grant amounts up to \$100,000 require at least 20 years of land tenure. Grant amounts above \$100,000 require at least 30 years of land tenure. The land tenure requirement begins on July 1, 2018.
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> No termination clause – the agreement is non-revocable. Termination clause specifies the agreement is revocable only for cause. The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a “before” comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select "none."
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click **next**

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Lisa Ann L. Mangat, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

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Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?

Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Bid documents (see page 33, number 9)• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page Error! Bookmark not defined.)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
 3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEESERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

- (d) "Department" means the Department of Parks and Recreation.
- (n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.**80060.**

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE's designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE's proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE's employees working on the PROJECT SCOPE.

OGALS – DPR's Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Calaveras	San Andreas RPD	\$ 177,952
Colusa	Arbuckle PRD	\$ 177,952
Colusa	City of Colusa	\$ 177,952
Colusa	City of Williams	\$ 177,952
Colusa	Maxwell PRD	\$ 177,952
Contra Costa	Ambrose RPD	\$ 177,952
Contra Costa	Bethel Island MID	\$ 177,952
Contra Costa	City of Antioch	\$ 177,952
Contra Costa	City of Brentwood	\$ 177,952
Contra Costa	City of Clayton	\$ 177,952
Contra Costa	City of Concord	\$ 177,952
Contra Costa	City of El Cerrito	\$ 177,952
Contra Costa	City of Hercules	\$ 177,952
Contra Costa	City of Lafayette	\$ 177,952
Contra Costa	City of Martinez	\$ 177,952
Contra Costa	City of Oakley	\$ 177,952
Contra Costa	City of Orinda	\$ 177,952
Contra Costa	City of Pinole	\$ 177,952
Contra Costa	City of Pittsburg	\$ 177,952
Contra Costa	City of Pleasant Hill	\$ 177,952
Contra Costa	City of Richmond	\$ 177,952
Contra Costa	City of San Pablo	\$ 177,952
Contra Costa	City of San Ramon	\$ 177,952
Contra Costa	City of Walnut Creek	\$ 177,952
Contra Costa	Crockett CSD	\$ 177,952
Contra Costa	Kensington Police Protection and CSD	\$ 177,952
Contra Costa	Pleasant Hill RPD	\$ 177,952
Contra Costa	Town of Danville	\$ 177,952
Contra Costa	Town of Discovery Bay CSD	\$ 177,952
Contra Costa	Town of Moraga	\$ 177,952
Del Norte	City of Crescent City	\$ 177,952
El Dorado	Cameron Park CSD	\$ 177,952
El Dorado	City of Placerville	\$ 177,952
El Dorado	City of South Lake Tahoe	\$ 177,952
El Dorado	El Dorado Hills CSD	\$ 177,952
El Dorado	Fallen Leaf Lake CSD	\$ 177,952
El Dorado	Georgetown Divide RD	\$ 177,952
El Dorado	Tahoe Paradise RPD	\$ 177,952



Approved:

Fran Robustelli
Interim City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Scott Alman, PE, City Engineer

DATE: City Council Meeting September 15, 2020

SUBJECT: Adopt a Resolution approving a Cooperative Agreement Including Cities of Clayton, Martinez and Pittsburg and Mt. View Sanitary District to Construct the 2020 Tri-Cities Pavement Preservation Project.

RECOMMENDATION

It is recommended the City Council adopt the attached resolution, approving a Cooperative Agreement Including Cities of Clayton, Martinez and Pittsburg and Mt. View Sanitary District to Construct the 2020 Tri-Cities Pavement Preservation Project.

BACKGROUND

Clayton typically bids annual pavement preservation projects to maintain the City's streets and support the pavement condition index (PCI) as established by the City's StreetSaver® pavement management program. Since Clayton is a small community with limited pavement preservation funds to expend, the annual projects are relatively small in the eyes of the construction community. This makes Clayton's projects less desirable for construction companies to bid and hence we typically receive fewer bids and typically at higher pricing. In order to address this issue, Clayton, Martinez and Pittsburg as well as Mt. View Sanitary District have teamed up to produce one set of inclusive bid documents for an omnibus pavement preservation project that combines the projects for each individual agency into one project. This is being done as a "test-case" to determine if this can be a viable approach to bidding pavement preservation projects in the future. There is great interest in this project from other agencies throughout Contra Costa County to see how well this approach works and if it will expand in the future to include others.

DISCUSSION

To initiate the cooperative agreement between the three cities and the Sanitation District, the City Engineer requested the City Attorney's Office (BB&K) provide a cooperative agreement that had been previously used between other California agencies to be used as a preliminary draft for this agreement. BB&K provided an agreement that had been successfully used between two California agencies. That draft was provided to Martinez's City Attorney for their review and editing. The Martinez City Attorney has completed the initial edit of the document and the initial draft has been reviewed and commented on by BB&K as well as attorneys from the other agencies. The City of Pittsburg waived any comments regarding the cooperative agreement in an effort to expedite this process. Those comments are now with the Martinez City Attorney for final review of the document.

The cooperative agreement lays out ground rules for management of the Tri-Cities Pavement Preservation Project as well as individual and corporate responsibilities of the individual agencies and the overall group. Martinez will act as the lead agency for the project and will formally contract for the pavement preservation work on behalf of the other cooperating agencies. Each agency shall be responsible for their own CEQA process and to perform their own project management and inspection work. Martinez will manage the construction contract with the contractor and each agency will pay their fair share of the construction contract to Martinez who will pay the contractor. The overall project will be bid as a base bid for Martinez's work and additive alternates for each other agencies work. After the project has bid and the lowest responsive and responsible bidder established, each agency will have the opportunity to either opt into the contract or opt out of the contract based on the bid received. Council will have another opportunity to determine that this cooperative approach is truly beneficial to the City and may elect to continue in the cooperative process with the other agencies.

Although the current agreement is still a draft, the City Attorney will continue to work within the cooperative group to come to a final agreement that is beneficial to Clayton and the overall project. This final agreement would then be executed by the Interim City Manager on behalf of the City.

FISCAL IMPACTS

Unknown at this time if the cooperative agreement approach to bidding and managing the 2020 Pavement Preservation Project will be financially beneficial. It is the intent of this approach to save time and money for all involved by capturing preferred, lower, bid amounts as well as capturing economies of scale in the overall project.

ATTACHMENTS

- A. Resolution approving a Cooperative Agreement Including Cities of Clayton, Martinez and Pittsburg and Mt. View Sanitary District to construct the 2020 Tri-Cities Pavement Preservation Project.
- B. Current draft Cooperative Agreement.

RESOLUTION NO. __-2020

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT INCLUDING CITIES OF CLAYTON, MARTINEZ AND PITTSBURG AND MT. VIEW SANITARY DISTRICT TO CONSTRUCT THE 2020 TRI-CITIES PAVEMENT PRESERVATION PROJECT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FINAL AGREEMENT ON BEHALF OF THE CITY OF CLAYTON

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

WHEREAS, the currently approved Clayton Capital Improvement Program includes project CIP #10449 2020 Neighborhood Pavement Preservation Project; and

WHEREAS, Clayton desires to be included in the Tri-Cities Pavement Preservation Project with the cities of Martinez and Pittsburg and Mt. View Sanitary District to gain economies of scale in the bidding and management of a larger overall group project; and

WHEREAS, City Attorney has participated in the crafting of a cooperative agreement between the three cities and the sanitary district for the management and payment of cooperative work performed in benefit of the participating agencies and the final Cooperative agreement shall not be executed without City Attorney approval; and

WHEREAS, the City Manager will execute the approved Final Cooperative Agreement on behalf of Clayton.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby adopt this resolution approving a cooperative agreement (Exhibit A), including cities of Clayton, Martinez and Pittsburg and Mt. View Sanitary District to construct the 2020 Tri-Cities Pavement Preservation Project and authorizing the Interim City Manager to execute the final agreement on behalf of Clayton.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 15th day of September 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST:

Janet Calderon, City Clerk

**COOPERATIVE AGREEMENT
BETWEEN
THE CITIES OF MARTINEZ, PITTSBURG
AND
CLAYTON AND MOUNT VIEW SANITARY DISTRICT
FOR THE TRI-CITIES 2020 PAVEMENT PRESERVATION PROJECT**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this _____ day of July, 2020 by and between the City of Martinez ("Martinez"), the City of Clayton ("Clayton"), the City of Pittsburg ("Pittsburg"), and the Mount View Sanitary District ("MVSD"), each a public agency of located in the State of California. Martinez, Clayton, Pittsburg and MVSD are sometimes referred to herein collectively as "Cities".

RECITALS

WHEREAS, Cities intend to perform pavement preservation works on numerous streets and roads within all three of the cities' corporate boundaries and MVSD's boundaries as a cooperative 2020 Tri-Cities Pavement Preservation Project ("Project"); and

WHEREAS, the Project will consist of the Martinez scope of work as described in Exhibit A ("Martinez Project"), attached hereto and incorporated herein by reference, and may also include the Clayton scope of work as described in Exhibit B, attached hereto and incorporated herein by reference ("Clayton Project"), the Pittsburg scope of work as described in Exhibit C, attached hereto and incorporated herein by reference ("Pittsburg Project"), and MVSD scope of work as described in Exhibit D, attached hereto and incorporated herein by reference ("MVSD Project") and subject to the terms and conditions set forth herein; and

WHEREAS, Cities have each requested that Cities combine pavement preservation work within each jurisdiction's corporate boundaries into a single set of bid and contractual documents as part of the overall Project to gain economies of scale in bidding and constructing the pavement preservation improvements; and

WHEREAS, it is the intent of the Cities to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Cities with respect to the Project, all as further set forth herein: and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by Cities as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.
2. Term. This Cooperative Agreement shall be effective as of the date first set forth above and shall continue in effect until the Project is complete, as evidenced by Cities' each recording of a notice of completion for the respective portion of the Project in such city's jurisdiction

("Term"), subject to earlier termination under Section 4.10, 5.10 and 6.10 below. All indemnification obligations between the Cities shall continue and remain in effect past the Term of this Cooperative Agreement.

3. General Agreement to Cooperate. Cities agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to Cities, and to the public.

4. Obligations of Clayton.

4.1 The Clayton Project shall be included as an additive alternate bid item on the Project. Following receipt of bids by Martinez and presentation of the same to Martinez (along with a statement by the Martinez that identifies the lowest responsible bidder submitting a responsive bid), Clayton shall promptly provide direction to Martinez regarding whether it desires to move forward with award of the Clayton Project as part of the Project contract award. Within fifteen (15) days of receiving such written information, Martinez shall provide Clayton written notification regarding whether it desires to move forward with award of the Clayton Project as part of the Project contract award. In the event there is a material bid irregularity or bid protest, and the identity of the lowest responsible bidder submitting a responsive bid changes as a result of the same (or any litigation relating thereto), Martinez shall provide Clayton another written notification as described above, and Clayton shall respond within the time described above. If Clayton elects not to move forward with the Clayton Project, Martinez shall refund to Clayton within fifteen (15) days of receiving Clayton's notice to not move forward with the Clayton Project the full amount of Clayton's deposit described in Section 4.3.

4.2 In the event Clayton elects to proceed with the Clayton Project pursuant to Section 4.1 above, Clayton shall reimburse Martinez for the total construction cost of the Clayton Project based on the additive alternate bid amount of the lowest responsible bidder submitting a responsive bid subject to approved changes processed pursuant to the terms of the construction contract and this Cooperative Agreement. Martinez and Clayton staff will work cooperatively to amend this Cooperative Agreement to reflect the actual cost of the Clayton Project.

4.3 Strictly for the purpose of determining how much Clayton should pay Martinez as a good faith deposit towards the Clayton Project, the parties have agreed that the estimated project cost for the Clayton Project is _____ Dollars (\$_____) ("Estimated Clayton Project Cost") as itemized in Exhibit B. Clayton shall remit twenty-five percent (25%) of the Estimated Clayton Project Cost within fifteen (15) days of execution of this Cooperative Agreement. Within thirty (30) days after Clayton accepts the completion of the construction of the Clayton Project, Martinez shall provide a final accounting of the total construction costs for the Clayton Project as itemized in Exhibit B. The final accounting will include adjustments for accumulated change order amounts, if any. The final accounting will not include capital support costs exceeding \$_____ as itemized in Exhibit B. Clayton shall pay the balance of the total cost of the Clayton Project within fifteen (15) days after Martinez provides a final accounting to Clayton.

4.4 Clayton shall review and respond to all requests for information, submittals, inspection, change orders and approvals related to the Clayton Project with its, approval,

disapproval and/or applicable comments within five (5) working days after submission by Martinez.

4.5 Clayton shall act promptly in providing all necessary support and approvals for the Project, including the Clayton Project.

4.6 Clayton and its consultants shall be responsible for performing design reviews and construction inspection of the Clayton Project work to ensure conformance with Clayton standards and the construction contract including, but not limited to, the technical provisions of said contract. Martinez shall allow Clayton staff access to the Project site, at reasonable times and upon advance notice, to perform observation of any Clayton Project improvements.

4.7 Clayton, as the owner of the Clayton Project, shall be solely responsible for all future maintenance thereof following its acceptance of the Clayton Project.

4.8 Clayton shall be responsible for all compliance with the California Environmental Quality Act ("CEQA") relating to the Clayton Project. In the event mitigation identified by CEQA is required due to the Clayton Project, Clayton will be responsible for any and all mitigation, the approval and costs thereof, and as necessary, shall provide the land necessary to satisfy the mitigation requirement. Clayton will inspect, accept, maintain, and monitor the mitigation measures and improvements when completed. This requirement to maintain the mitigation improvements shall survive the termination or expiration of this Cooperative Agreement.

4.9 Clayton acknowledges that individual compliance with Municipal Separate Storm Sewer System (MS4) requirements is a precondition to any construction of the Clayton Project, and that Cities' are all co-permittees to the Contra Costa Municipal Regional Storm Water Permit (MRP 2.0)

4.10 If the Contractor for the Project has not been issued a Notice to Proceed with construction of the Project by _____, 2021 this Cooperative Agreement shall be deemed terminated, and Martinez shall refund to Clayton within fifteen (15) days the full amount of Clayton's deposit described in Section 4.3. An extension to this date can be made if agreed to by both Clayton and Martinez in writing.

5. Obligations of Pittsburg.

5.1 The Pittsburg Project shall be included as an additive alternate bid item on the Project. Following receipt of bids by Martinez and presentation of the same to Martinez (along with a statement by the Martinez that identifies the lowest responsive bidder), Pittsburg shall promptly provide direction to Martinez regarding whether it desires to move forward with award of the Pittsburg Project as part of the Project contract award. Within fifteen (15) days of receiving such written information, Martinez shall provide Pittsburg written notification regarding whether it desires to move forward with award of the Pittsburg Project as part of the Project contract award. In the event there is a material bid irregularity or bid protest, and the identity of the lowest responsive bidder changes as a result of the same (or any litigation relating thereto), Martinez shall provide Pittsburg another written notification as described above, and

Pittsburg shall respond within the time described above. If Pittsburg elects not to move forward with the Pittsburg Project, Martinez shall refund to Pittsburg within fifteen (15) days of receiving the Pittsburg's notice to not move forward with the Pittsburg Project the full amount of the Pittsburg's deposit described in Section 5.3.

5.2 In the event Pittsburg elects to proceed with the Pittsburg Project pursuant to Section 4.1 above, Pittsburg shall reimburse City for the total construction cost of the Pittsburg Project based on the additive alternate bid amount of the lowest responsive bidder subject to approved changes processed pursuant to the terms of the construction contract and this Agreement. Martinez and Pittsburg staff will work cooperatively to amend this Cooperative Agreement to reflect the actual cost of the Pittsburg Project.

5.3 Strictly for the purpose of determining how much Pittsburg should pay Martinez as a good faith deposit towards the Pittsburg Project, the parties have agreed that the estimated project cost for the Pittsburg Project is _____ Thousand Dollars (\$ _____,000.00) ("Estimated Pittsburg Project Cost") as itemized in Exhibit C. Pittsburg shall remit twenty-five percent (25%) of the Estimated Pittsburg Project Cost within fifteen (15) days of execution of this Cooperative Agreement. Within thirty (30) days after Pittsburg accepts the completion of the construction of the Pittsburg Project, Martinez shall provide a final accounting of the total construction costs for the Pittsburg Project as itemized in Exhibit C. The final accounting will include adjustments for accumulated change order amounts, if any. The final accounting will not include any total capital support costs exceeding \$ _____ as itemized in Exhibit B. Pittsburg shall pay the balance of the total cost of the Pittsburg Project within fifteen (15) days after Martinez provides a final accounting to Pittsburg.

5.4 Pittsburg shall review and respond to all requests for information, submittals, inspection, change orders and approvals related to the Pittsburg Project with its, approval, disapproval and/or applicable comments within five (5) working days after submission by Martinez.

5.5 Pittsburg shall act promptly in providing all necessary support and approvals for the Project, including the Pittsburg Project.

5.6 Pittsburg and its consultants shall be responsible for performing design reviews and construction inspection of the Pittsburg Project work to ensure conformance with Pittsburg standards and the construction contract including, but not limited to, the technical provisions of said contract. Martinez shall allow Pittsburg staff access to the Project site, at reasonable times and upon advance notice, to perform observation of any Pittsburg Project improvements.

5.7 Pittsburg, as the owner of the Pittsburg Project, shall be solely responsible for all future maintenance thereof following its acceptance of the Pittsburg Project.

5.8 Pittsburg shall be responsible for all compliance with the California Environmental Quality Act ("CEQA") relating to the Pittsburg Project. In the event mitigation identified by CEQA is required due to the Pittsburg Project, Pittsburg will be responsible for any and all mitigation, the approval and costs thereof, and as necessary, shall provide the land necessary to satisfy the mitigation requirement. Pittsburg will inspect, accept, maintain, and

monitor the mitigation measures and improvements when completed. This requirement to maintain the mitigation improvements shall survive the termination or expiration of this Cooperative Agreement.

5.9 Pittsburg acknowledges that individual compliance with Municipal Separate Storm Sewer System (MS4) requirements is a precondition to any construction of the Pittsburg Project, and that Cities' are all co-permittees to the Contra Costa Municipal Regional Storm Water Permit (MRP 2.0)

5.10 If the Contractor for the Project has not been issued a Notice to Proceed with construction of the Project by _____, 2021 this Cooperative Agreement shall be deemed terminated, and Martinez shall refund to Pittsburg within fifteen (15) days the full amount of Pittsburg's deposit described in Section 5.3. An extension to this date can be made if agreed to by both Pittsburg and Martinez in writing.

6 Obligations of MVSD.

6.1 The MVSD Project shall be included as an additive alternate bid item on the Project. Following receipt of bids by Martinez and presentation of the same to Martinez (along with a statement by the Martinez that identifies the lowest responsive bidder), MVSD shall promptly provide direction to Martinez regarding whether it desires to move forward with award of the MVSD Project as part of the Project contract award. Within fifteen (15) days of receiving such written information, Martinez shall provide MVSD written notification regarding whether it desires to move forward with award of the MVSD Project as part of the Project contract award. In the event there is a material bid irregularity or bid protest, and the identity of the lowest responsive bidder changes as a result of the same (or any litigation relating thereto), Martinez shall provide MVSD another written notification as described above, and MVSD shall respond within the time described above. If MVSD elects not to move forward with the MVSD Project, Martinez shall refund to MVSD within fifteen (15) days of receiving the MVSD's notice to not move forward with the MVSD Project the full amount of the MVSD's deposit described in Section 6.3.

6.2 In the event MVSD elects to proceed with the MVSD Project pursuant to Section 6.1 above, MVSD shall reimburse City for the total construction cost of the MVSD Project based on the additive alternate bid amount of the lowest responsive bidder subject to approved changes processed pursuant to the terms of the construction contract and this Agreement. Martinez and MVSD staff will work cooperatively to amend this Cooperative Agreement to reflect the actual cost of the Obligations of MVSD.

6.3 Strictly for the purpose of determining how much MVSD should pay Martinez as a good faith deposit towards the MVSD Project, the parties have agreed that the estimated project cost for the MVSD Project is _____ Thousand Dollars (\$_____,000.00) ("Estimated MVSD Project Cost") as itemized in Exhibit C. MVSD shall remit twenty-five percent (25%) of the Estimated MVSD Project Cost within fifteen (15) days of execution of this Cooperative Agreement. Within thirty (30) days after MVSD accepts the completion of the construction of the MVSD Project, Martinez shall provide a final accounting of the total construction costs for the MVSD Project as itemized in Exhibit C. The

final accounting will include adjustments for accumulated change order amounts, if any. The final accounting will not include any total capital support costs exceeding \$ _____ as itemized in Exhibit B. MVSD shall pay the balance of the total cost of the MVSD Project within fifteen (15) days after Martinez provides a final accounting to MVSD.

6.4 MVSD shall review and respond to all requests for information, submittals, inspection, change orders and approvals related to the MVSD Project with its, approval, disapproval and/or applicable comments within five (5) working days after submission by Martinez.

6.5 MVSD shall act promptly in providing all necessary support and approvals for the Project, including the MVSD Project.

6.6 MVSD and its consultants shall be responsible for performing design reviews and construction inspection of the MVSD Project work to ensure conformance with MVSD standards and the construction contract including, but not limited to, the technical provisions of said contract. Martinez shall allow MVSD staff access to the Project site, at reasonable times and upon advance notice, to perform observation of any MVSD Project improvements.

6.7 MVSD, as the owner of the MVSD Project, shall be solely responsible for all future maintenance thereof following its acceptance of the MVSD Project.

5.8 MVSD shall be responsible for all compliance with the California Environmental Quality Act ("CEQA") relating to the MVSD Project. In the event mitigation identified by CEQA is required due to the MVSD Project, MVSD will be responsible for any and all mitigation, the approval and costs thereof, and as necessary, shall provide the land necessary to satisfy the mitigation requirement. MVSD will inspect, accept, maintain, and monitor the mitigation measures and improvements when completed. This requirement to maintain the mitigation improvements shall survive the termination or expiration of this Cooperative Agreement.

5.9 MVSD acknowledges that individual compliance with Municipal Separate Storm Sewer System (MS4) requirements is a precondition to any construction of the MVSD Project.

5.10 If the Contractor for the Project has not been issued a Notice to Proceed with construction of the Project by _____, 2021 this Cooperative Agreement shall be deemed terminated, and Martinez shall refund to MVSD within fifteen (15) days the full amount of MVSD's deposit described in Section 5.3. An extension to this date can be made if agreed to by both MVSD and Martinez in writing.

Adoption of this Cooperative Agreement by the City Councils of Martinez, Clayton and Pittsburg and the governing Board of Mt. View Sanitary District authorizes the Director of Public Works, City Engineer, District Engineer or their designee, of each respective City or District to approve amendments to this Cooperative Agreement. The Directors of Public Works, City Engineers, District Engineer or their designees, are authorized to provide the written notifications described herein.

7. Obligations of Martinez.

7.1 Pursuant to the terms of this Cooperative Agreement, Martinez shall plan, design, manage and engage the services of a contractor to complete the Project.

7.2 Martinez shall be responsible for all compliance with the California Environmental Quality Act ("CEQA") relating to the Martinez Project. In the event mitigation identified by CEQA is required due to the Martinez Project, Martinez will be responsible for any and all mitigation, the approval and costs thereof, and as necessary, shall provide the land necessary to satisfy the mitigation requirement. Martinez will inspect, accept, maintain, and monitor the mitigation measures and improvements when completed. This requirement to maintain the mitigation improvements shall survive the termination or expiration of this Cooperative Agreement.

7.3 Martinez acknowledges that individual compliance with Municipal Separate Storm Sewer System (MS4) requirements is a precondition to any construction of the Martinez Project, and that Cities' are all co-permittees to the Contra Costa Municipal Regional Storm Water Permit (MRP 2.0)

7.4 Martinez shall be responsible for procuring all planning, design, construction management and construction services necessary to complete the Project. Martinez shall be responsible for the process of selecting and contracting with a planning firm, design firm, construction management firm and contractor to complete the Project in compliance with all applicable local, state and federal laws including, without limitation, the California Public Contract Code and the California Labor Code, and shall additionally be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project subject to the other Cities' provision of necessary support and approvals.

7.5 Martinez shall prepare a final accounting of all construction costs associated with the Project and provide such final accounting to each of the other Cities within thirty (30) days after the other Cities accept their portion of the Project.

7.6 Martinez shall provide Clayton a reasonable opportunity to review and approve all design and construction documents (submittals, drawings, plans, specifications, responses to requests for information, change orders) related to the Clayton Project, which Martinez anticipates will be relied upon by the contractor to construct the Clayton Project.

7.7 Martinez shall provide Pittsburg a reasonable opportunity to review and approve all design and construction documents (submittals, drawings, plans, specifications, responses to requests for information, change orders) related to the Pittsburg Project, which Martinez anticipates will be relied upon by the contractor to construct the Pittsburg Project.

7.8 Martinez shall require the contractor on the Project to obtain all required permits and approvals for all Project work associated with the Project.

7.9 Martinez shall include, in its contract with the contractor on the Project, a requirement that the contractor shall include the other Cities and their respective officials, officers, employees and agents as additional insureds, and that the contractor indemnify the other

Cities and their respective officials, officers, employees, and agents to the same extent that Martinez is indemnified.

7.10 Martinez shall allow staff from the other Cities access to the Project site(s), at all reasonable times and upon advance notice, to perform observation of any Project improvements.

7.11 Martinez shall provide Clayton and Pittsburg with as-built record drawings for the Project after acceptance of the Project by Cities.

7.12 Martinez shall include a clause in its contract with the contractor on the Project that Clayton and Pittsburg are intended third-party beneficiaries of the construction contract.

8. Time is of the Essence. Each of the Cities warrants that it shall make its best efforts to perform all obligations assigned to it related to the Project in such a manner as to allow the Project to progress as scheduled.

9. Dispute Resolution. Unless otherwise specified herein, the Cities shall submit any unresolved dispute to each individual city's City Manager or General Manager for negotiation. The Cities agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the party alleging that a dispute, claim or controversy exists. The Cities additionally agree to cooperate with the other Cities in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, any party may, but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Cities.

10. Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Cities, unless otherwise agreed upon in writing by the Cities, any party may proceed with any other remedy available in law or in equity.

11. Indemnification. Each City shall indemnify, defend and hold the other Cities, and their respective officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of the indemnifying party, its officials, officers, employees, agents, consultants or contractors in the performance of the indemnifying party's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

12. Force majeure. The failure of performance by any of the Cities (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemic; epidemic; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any consultant, contractor, subcontractor, railroad, or suppliers; acts of the other party; acts or failure to act of any other public or governmental

agency or entity (other than that acts or failure to act of the Cities); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other Cities within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between Cities.

13. Written Notices. All notices permitted or required under this Cooperative Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

MARTINEZ:

City of Martinez
525 Henrietta Street
Martinez, CA
Attn: City Clerk

CLAYTON:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Janet Calderon, City Clerk

MVSD:

Mount View Sanitary District

PITTSBURG:

City of Pittsburgh

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

14. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Cities by an instrument in writing.

15. Assignment of Cooperative Agreement. No party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Cities. Any purported assignment or transfer by one party without the express written consent of the other Cities shall be null and void and of no force or effect.

16. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of any party shall be deemed to waive or render unnecessary such party's consent to or approval of any subsequent act of the other Cities. Any waiver by any party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

17. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or

unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the Cities hereunder.

18. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

19. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

20. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Cities relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Cities hereto have executed this Cooperative Agreement on the date first herein above written.

CITY OF MARTINEZ

CITY OF CLAYTON

By: _____
Eric Figueroa, City Manager

ATTEST:

By: _____
Fran Robustelli, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Jeff Walter, City Attorney

By: _____
Janet Calderon, City Clerk

APPROVED AS TO FORM:

By: _____
Mala Subramanian, City Attorney

MOUNT VIEW SANITARY DISTRICT

CITY OF PITTSBURG

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Board Clerk

APPROVED AS TO FORM:

By: _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____



Agenda Date: 9-15-2020

Agenda Item: 10a

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Councilmember Carl "CW" Wolfe

DATE: September 15, 2020

SUBJECT: Consider adding "Inclusion" to the Do the Right Thing program; and consider officially deeming "Do The Right Thing" as our City moto.

RECOMMENDATION

It is recommended the City Council consider adding "Inclusion" to the current character pillars, during the May/June/July timeframe; adjusting the timing of Courage to August and Responsibility to September; and consider officially deeming "Do The Right Thing" as our City moto.

BACKGROUND

The City Council established the Do the Right Thing program in July 2010, in conjunction with the principals and Parent Clubs at Mt. Diablo Elementary School, Diablo View Middle School and Clayton Valley High (Charter) School, CBCA Leadership, Clayton Police Department and other community members.

"The Do The Right Thing" (DTRT) initiative is now 10 years old. It has been a great success and was absolutely themed correctly for its time. However, given where we are today, it is necessary for us to review the pillars that DTRT was built upon and to strengthen its foundation. I propose we add the word "Inclusion" to the current character pillars, during the May/June/July timeframe. With the "Cinco de Mayo" celebration taking place in May, and June officially deemed "Pride Month" in the City of Clayton, "Juneteenth Day" celebrated during that time and Independence Day celebrating all Americans in July, this would seem the ideal timeframe for this pillar.

"Courage" would move to be the pillar for August and "Responsibility" will be the pillar in September. The rest of the initiative would remain intact, as-is, with the schools leading the way in choosing the award recipients and the values to support the new "Inclusion" pillar. Suggested "Inclusion" value points could be; "Understand differences," "Be a friend," & "Listen without judgment."

I believe that our young people will bring Clayton forward as an even more accepting, enlightened and inclusionary community. Adding "Inclusion" to our DTRT character pillars will recognize our student's efforts and will show that our City and community is open-minded and accepting of all people.

Finally, I would also like the Council to consider officially deeming "Do The Right Thing" as our City moto. I have attached some examples of how this could be used (Attachment C).

Subject: Consideration of adding "Inclusion" to the Do the Right Thing program; and consider officially deeming "Do The Right Thing" as our City moto.

Date: September 15, 2020

Page 2 of 2

FISCAL IMPACT

Cost of new graphic logo to include "Inclusion" apx. \$250 and (15) new replacement banners (apx. \$140 ea.) with the updated graphic to include the term "Inclusion", estimated at \$980; for a total of \$2,210 (Attachment A & B).

CONCLUSION:

Should the City Council accept this recommendation, City staff will return at the next meeting with and new Resolution confirming City Council action(s).

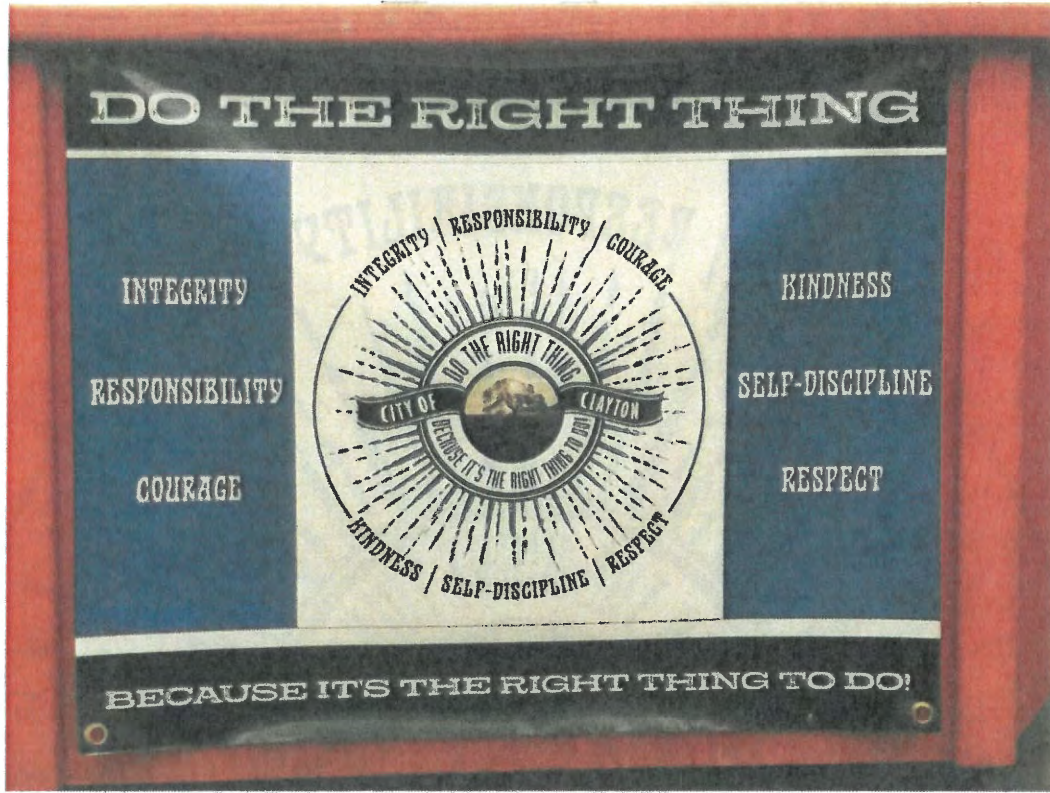
Attachments:

- A. Current DTRT Medallion Logo
- B. Current Hoyer Hall Banner and Street Entry Banners
- C. Idea for Use of DTRT as City moto idea on City Letterhead and City Emails
- D. July 6, 2010 City Council Staff Report
- E. July 6, 2010 City Council Minutes
- F. September 21, 2010 City Council Minutes
- G. Resolution 42-2010 Supporting and Implementing Do the Right Thing
- H. September 21, 2011 City Council Minutes
- I. Resolution 39-2011 Continuing Support of Do The Right Thing

Current DTRT Medallion Logo



Current Hoyer Hall Council Meeting Room Dias Sign



Banner Sign style – locations: Oak Street off Ramp; Oakhurst Blvd. City entry right side
(Each character trait has a banner)





COMMUNITY
DEVELOPMENT (925) 673-7340
ENGINEERING (925) 969-8181

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250
TELEPHONE (925) 673-7300 FAX (925) 672-4917

City Council
JULIE PIERCE, MAYOR
JEFF WAN, VICE MAYOR
TUIJA CATALANO, COUNCILMEMBER
JIM DIAZ, COUNCILMEMBER
CARL C.W. WOLFE, COUNCILMEMBER

Motto idea could be added to
bottom of City Letterhead

ATTACHMENT C

Do The Right Thing
Integrity-Responsibility- Inclusion-Courage-Kindness-Self-Discipline- Respect
Because It's The Right Thing To Do!



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Motto idea could be added to
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CARL C.W. WOLFE, COUNCILMEMBER

Motto Medallion Logo could be
added to bottom of City Letterhead



From:

Carl Wolfe

Good Evening Everyone here is an example of use the motto as tag line after the salutation on city emails

Councilmember Carl "CW" Wolfe
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

<p>Do The Right Thing Integrity-Responsibility-Inclusion-Courage-Kindness- Self Discipline- Respect Because It's The Right Thing To Do!</p>

From:

Carl Wolfe

Good Evening Everyone here is an example of use the motto as tag line after the salutation on city emails

Councilmember Carl "CW" Wolfe
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Do The Right Thing: Integrity-Responsibility-Inclusion-Courage-Kindness- Self Discipline- Respect: Because It's The Right Thing To Do!

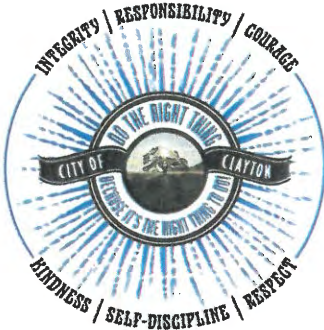
Laura Hoffmeister

From:

Carl Wolfe

Good Evening Everyone, here is an example of use of Motto as medallion logo after the salutation on city emails

Councilmember Carl "CW" Wolfe
City of Clayton
6000 Heritage Trail
Clayton, CA 94517



Agenda Date: 7-6-10

Agenda Item: 9b

Date: July 6, 2010

Subject: "Do the Right Thing" – A community-wide character development program

Recommendation:

Discuss potential City involvement and role in a community-wide character development program.

Background:

Representatives (both administrators and parent faculty club members) from Mt. Diablo Elementary, Diablo View Middle School, and Clayton Valley High School along with CBCA leadership, Clayton Police Department, and other community members have met to discuss and formulate a plan to encourage character development in the community.

A good example of a community character development program is the city of Pleasanton's "Community of Character" which has been in existence for approximately 10 years. The program consists of 6 character traits that are each emphasized for a time period throughout the year. The program is supported by the city, the school district, and the business community. For more information on Pleasanton program visit its website – communityofcharacter.org or the Pleasanton city's website.

By focusing on 6 traits we can use a common language throughout the community. The students are seeing a consistent message at school and in the community.

The committee came up with the following traits:

Responsibility – August/September

- Doing what I am supposed to do
- Always doing my best
- Being accountable for my actions

Respect – October

- Using good manners, not bad language
- Being considerate, honoring the feelings of others
- Dealing peacefully with anger, insults and disagreements

Kindness – November/December

- Being kind to myself, others and the environment
- Helping others in need
- Being forgiving

Self-discipline – January/February

- Practicing self-control
- Setting goals and working toward them
- Striving for personal improvement

Integrity – March/April

- Being reliable: doing what I say I'll do
- Telling the truth, even when it's not easy
- Building a good reputation

Courage – May/June/July

- Standing for what is right, even if I stand alone
- Resisting negative peer pressure
- Being true to myself

The program is being called "Do the Right Thing". The intent of the program is not to replace teaching of character in the home. The intent is to provide a consistent message throughout the community to assist not only our students but all of us to develop or strengthen good character.

The CBCA has expressed interest in being a part of the program. They are looking at funding promotional material and hosting the recognition of students or individuals that exemplify the traits. Pleasanton indicated that a key to their success was having the involvement and support of their Chamber of Commerce.

The Clayton Pioneer has expressed a willingness to highlight those students or individuals that have exemplified the current trait.

Possible City Involvement:

In light of the City's limited budget and limited human resources, the City's involvement could be the following:

1. Place banners at the City entry points for the first week of each month a trait is emphasized. (The City would not buy the banners, just display them.)
2. At each council meeting the current month's trait can be mentioned. A quote pertaining to the trait could be included in the agenda packet.
3. Council members, Planning Commission members, and Trails and Landscape Committee members could agree to exemplify the 6 traits.
4. Candidates for City Council could also agree to exemplify the traits
5. Key City employees could be evaluated each year on how they exemplified or promoted the 6 traits.
6. "Do the Right Thing" could be displayed on the police cars on each side of the trunk.

7. Recognize individuals that have exemplified good character with a certificate at a Council meeting.
8. Have at least one Council member be part of the on-going committee.
9. Have the police department represented on the committee – either the chief or other officer.

Summary:

The schools, the business community, and the City are the three essential components to making a successful community-wide character development program. With little cost or time commitment the City can play a key role in the success of "Do the Right Thing."

ranked 5th in the county. He stated to reach optimum PCI the City would need to spend \$5.3 million on roads in the next few years. He outlined the options for the repavement and recommended the City Council start with the lowest PCI scored streets, those disturbed by sewer construction projects, and 8 streets in the Oakhurst Development. He stated the repavement cost for the Oakhurst streets could come from money dedicated from a lawsuit settlement. He stated he expects to go to bid in August on the project.

The City Manager stated this project would address some of the worst residential streets in town which is of importance to the residents who live on those streets

No public comments were received.

It was moved by Council member Medrano, seconded by Council member Pierce to approve the staff recommended neighborhood streets for inclusion in the Project following lowest-rated Pavement Condition Index (PCI), approve the allocations of \$55,000 from the Oakhurst Assessment District bond refund account and \$110,000 from the Presley lawsuit settlement proceeds (\$165,000 total) to CIP No. 10409, and instruct staff to advertise the project for bid (Passed; 5-0 vote).

- (b) Introduction and discussion of establishing a "Do The Right Thing" (character development) program in partnership with the Mt. Diablo Unified School District's elementary, middle and high schools serving students of the City of Clayton.

Mayor Stratford outlined his idea for the establishment of a community wide "Do The Right Thing" program. He stated a group of residents, school administrators, Police Department staff, Candace Bass, CBCA officers, and others have been meeting to discuss the types of traits the community could benefit from focusing on. The traits the groups chose to look at are: responsibility, respect, kindness, self-discipline, integrity, and courage. He stated the idea was to select traits that regardless of background make up a good citizen. He stated the City could support this program by placing banners on the entryway signs, have the City Council and candidates exemplify good character traits, have City staff evaluated based on the traits, put the logo on the trunks of the police cars, and get the Police Department involved during its regular patrol enforcement. He stated the City Council could also recognize individuals who exemplify good traits.

Vice Mayor Shuey stated he liked the idea of recognizing individuals. He stated he would like to see the CBCA and the schools do most of the outreach.

Councilmember Pierce stated she likes the idea and stated many adults could also benefit from good character reinforcement. She stated that in regard to evaluating City staff she would want to run that by the City Manager. She stated she liked the idea of a visual symbol and would like to see the logo on the Police cars. She is concerned about the banners and is afraid they might not be overlooked. She stated it is a good concept that needs finalization.

Councilmember Medrano stated he like the concept and agrees the City should support the program but likes the idea of CBCA and the schools doing most of the work. He stated the City should take more of a supportive role and it should be led by others.

The City Manager stated the motto could also be placed on City Maintenance vehicles, and any banners could be placed in other locations such as the library.

ATTACHMENT E

The Council took a 5 minute break at 9:33 p.m. and resumed the meeting at 9:38 p.m.

Councilmember Geller stated it is a great idea but he would rather see the banners in front of the library or other public buildings.

The Mayor asked if anyone in the audience had questions.

Robert Ikenberry stated he came to this meeting prepared to be skeptical of this proposal but stated the idea is something everyone can be supportive of because the character traits are important to the community. He also stated he liked the idea of recognizing people exemplifying the traits.

The City Manager stated City involvement in the initial phases seems high but that it would be run by another group of people eventually.

The Council suggested Mayor Stratford go back to his committee and finalize the program, get CBCA's buy in, and bring it back for adoption.

10. **COUNCIL ITEMS**- None.

11. **ADJOURNMENT**- On call by Mayor Stratford the meeting adjourned at 9:47 p.m.

Respectfully submitted,


Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL


Hank Stratford, Mayor

9. **ACTION ITEMS**

- (a) Consider a Resolution supporting the implementation of a character initiative entitled "Do The Right Thing" in the Clayton community and establishing the scope of the City's involvement.

Mayor Stratford invited members of the "Do The Right Thing" committee forward to speak.

Patti Banister, Principal, Diablo View Middle School stated the school maintains high standards while maintaining a safe and nurturing environment for students. She stated she challenged students to think about their choices, do the right thing, at a recent welcome back assembly. She stated for the past three years the middle school has done a Character in Action program which students work on during their homeroom. She stated she is very excited about the Do The Right Thing program because it provides the opportunity to support the schools existing program and encourages young people in being responsible, independent, and caring citizens.

Pat Middendorf, Athletic Director at Clayton Valley High School and 20 year resident of Clayton stated a program like this shows that Clayton is different and they care about their students, citizens, and are not afraid to step above the crowd. She stated the incidents with the athletes from Clayton Valley shocked everyone and that having the support of the City for this program will show that everyone is together on this.

Ed Hartley CBCA President stated the CBCA is a community service organization dedicated to improving the quality of life of the community. He stated members have been provided a broad outline of the program, and though nothing has been voted on the CBCA might be able to provide money for pamphlets or possibility recognizing exemplary students. He stated as a citizen he does not believe this program violates any City policies because emphasizing good values can instill good character and good citizenship. He thanked the Mayor for his leadership with this program.

Keith Haydon, CBCA Vice President stated he has been serving on the committee and sees this as a way for the CBCA to help live out their mission as a community service organization. He stated personally he sees the community importance of discussing values to reinforce them and feels this coordinated effort is worthwhile. He stated it is a good foundation for character development and by having the City involved shows the community they care about education and role modeling.

Candace Bass stated as a member of the Peacock Creek neighborhood watch group she has noticed brazen acts of vandalism, and illegal activity by teenagers. She stated this program and the banners will serve as a reminder to citizens. She stated character development is a community wide responsibility and children look to adults for leadership. She thanked the Mayor for his effort in introducing this item and urged the Council to adopt the Resolution.

Police Chief Dan Lawrence stated he was a part of the committee and character building serves as a reinforcement of positive traits. He stated Police Officers are role models and participating in the program can point kids in the right direction by showing repetition. The Chief stated placing the slogan on the police cars is a highly visible reinforcement tool and demonstrates a partnership with community. He stated he was in support of the program as was the POA.

Mayor Stratford stated the committee put together the ideas and the values chosen to be focused on.

John Trammel stated he has spoken before and he has a problem with the banners but is not against the values. He does not want to see more signage because he does not want to be preached to. He also stated he does not want people coming through town thinking there is a problem with the citizens because of the signs.

Linda Hudak stated Clayton is a harmonious community with different opinions. She stated she spoke with her neighbors about the program and they were opposed to the banners. She stated she did not want to banners with the traits on them and questioned how effective they would really be.

Cheryl Hansen, Administrator at the County Office of Education, expressed appreciation for the Resolution. She stated character education can really benefit kids because it reinforces common sense. She stated she is a proud resident and urged the Council to support the Resolution because it reinforces good citizenship.

Jeff Adams thanked the Council for considering the proposal and stated he was happy there is a community willing to bring people together on common values. He also stated he is a candidate for the Mt. Diablo School District and will do what he can to spread the message.

Jason Griffin stated he appreciates everyone who has made this community wonderful. He stated he has tried to understand the opposition to the program and excluding the banners he does not understand it. He stated the City of Clayton is more than just a service provider, it is the people, the citizens, and we all have the obligation to promote good citizenship. He urged the Council to adopt the Resolution.

Vice Mayor Shuey stated he wanted to be clear that this program is not meant to insinuate that citizens are doing anything wrong, but that we want to continue to do things right. He stated his children ask questions about everything and seeing a sign is vital for reinforcement. He stated it is a community based effort that will not cost the City any money.

Councilmember Medrano stated he has been supportive of the initiative and thinks promoting it in schools, with signage at the schools, and on the Police cars is enough. He stated he does not want to see the signs at the entry points.

Councilmember Geller stated the signs should be displayed for no more than one week at the beginning of each character trait time frame, and that anymore would not make the signs not stand out. He stated he had no problem seeing it on the Police cars and likes the idea of putting the program on the website.

Mayor Stratford stated the current banner policy says that banner can be put up for two weeks prior to an event, what this program is asking for is for the banners to be displayed during the first week of the month a new trait is emphasized.

Councilmember Pierce commended the program but questioned the need for the banners at the entry points because people do not read the signs.

Mayor Stratford stated that how are people going to know about the program if there are not banners at the entry points. He stated the banners will be a visible sign of the support of the program.

Vice Mayor Shuey asked for consensus to reduce the number of weeks the signs are on the entry points to one week for each of the 6 traits to be emphasized (section 3 of the Resolution). Councilmember Medrano stated he was still against having the signs at the entry points.

It was moved by Vice Mayor Shuey, seconded by Mayor Stratford to adopt Resolution 42-2010 as amended to review the banners again in one year and to only post the banners for one week per trait (6 weeks total) (Passed; 5-0 vote).

- (b) Consider adoption of Ordinance No. 429 amending Title 17 of the *Clayton Municipal Code* to supersede and replace the existing "Water Conserving Landscape Guidelines" with "Landscape Water Conservation Standards" to implement SB 1881, the Water Conservation in Landscaping Act of 2006 [Second Reading and Adoption]

The Community Development Director presented the staff report and stated at their September 7th meeting the City Council introduced Ordinance No. 429. He stated the State of California adopted the Water and Landscaping Act of 2009 which set requirements and thresholds for developer, public, and homeowner landscape projects. The Planning Commission and staff reviewed the Department of Water Resources Ordinance and believe it needed to be modified to fit the City of Clayton. The goal of the Ordinance is the use best practices to conserve water when establishing or redesigning landscaping.

No public comments were received.

It was moved by Councilmember Medrano, seconded by Vice Mayor Shuey to have the City Clerk read Ordinance No. 429 by title and number only and waive further reading (Passed; 5-0 vote).

The City Clerk read Ordinance No. 429 by title and number only.

It was moved by Councilmember Medrano, seconded by Councilmember Geller to adopt Ordinance No. 429 (Passed; 5-0 vote).

- (c) Consider a Resolution supporting the voters' passage of Proposition 22, "The Local Taxpayer, Public Safety and Transportation Act of 2010", on the November 2, 2010 California ballot.

The City Clerk presented the staff report and outlined the recommendation for support of the Resolution. She stated if passed by the voters the Proposition would stop the State from borrowing local property taxes, prohibit borrowing or taking of local sales, parcel, and other taxes imposed by local governments or local voters, and prevent raids of redevelopment funds.

It was moved by Councilmember Geller, seconded by Councilmember Pierce to adopt Resolution 43-2010 (Passed; 5-0 vote).

- (d) Request to discuss the merits of allowing gated residential communities for existing residential subdivisions or neighborhoods within the city of Clayton.

Councilmember Medrano stated the purpose of the agenda item was to have a discussion on whether or not the gating of specific communities should be researched by staff. He stated gating of communities increases property tax values, saves insurance, and can provide increase revenue to the city. He stated the cost would have to be paid for by the residents of the specific area. He stated there are problems with public

RESOLUTION NO. 42- 2010

**A RESOLUTION SUPPORTING THE IMPLEMENTATION OF
A CHARACTER INITIATIVE ENTITLED
"DO THE RIGHT THING" IN THE CLAYTON COMMUNITY**

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

WHEREAS, educators agree that people do not automatically develop good character and therefore conscientious efforts should be made by families, institutions and individuals to assist young people to develop the essential traits and characteristics that comprise good character, and by extension, good citizenship; and

WHEREAS, as part of their lifelong research on effective leadership, authors James Kouzes and Barry Posner surveyed more than 75,000 individuals across all sectors in the world to answer the question, "What do we look for and admire in leaders?", and the clear and consistent first choice answer has been a character trait ("honesty") in contrast to knowledge, skills or abilities; and

WHEREAS, representatives (both administrators and parent faculty club members) from Mt. Diablo Elementary, Diablo View Middle School and Clayton Valley High School, along with leadership from the Clayton Business and Community Association (CBCA), the Clayton Police Department and other community members have met on several occasions to discuss and formulate an initiative to encourage character development in the community; and

WHEREAS, the Clayton City Council and campus administrators of the local public schools for this community recognize that individuals are responsible for their actions and that daily decisions should be based on standards which become the basis for six (6) valued behaviors identified for a character initiative implemented in the Clayton community, namely Responsibility, Respect, Kindness, Self-discipline, Integrity and Courage; and

WHEREAS, these six (6) behavioral standards transcend cultural, religious, and socio-economic differences; and

WHEREAS, by following these six character traits in their daily lives, Clayton's youth and citizens will contribute significantly to the current and future strength of the American society and our local community; and

WHEREAS, the Clayton City Council, in partnership with the campus administrators of the three local public schools primarily serving the Clayton community, and with the leadership of the CBCA, wishes to support the objectives of a character initiative, "Do The Right Thing", to reemphasize the importance of our shared community values.

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

Section 1: The City Council of Clayton, California does herewith pledge its commitment to and support for a six trait character education initiative, entitled "Do The Right Thing", for implementation in the Clayton community.

Section 2: The character initiative shall be conducted by and through a community-based steering committee comprised of campus administrators, business leaders, and community leaders. The steering committee may voluntarily include interested members of the Clayton City Council and/or its Chief of Police or his/her designee.

Section 3: The City Council does hereby approve and authorize two (2) character trait banners to be displayed at the City's two main banner locations (i.e. on Oakhurst Drive and at the Oak Street exit off Clayton Road) for no more than one week for each character trait period during the year, not to exceed a total combined banner display time of six (6) weeks, and to be funded through resources other than the City of Clayton. This banner display component is authorized for an initial twelve (12) month period and expires automatically thereafter, unless extended by vote of the City Council at a regular public meeting thereof.

Section 4: The City Council does hereby approve and authorize one program banner to be displayed on the exterior of the Clayton Community Library, to be funded through resources other than the City of Clayton.

Section 5: The City Council does hereby approve and authorize one program banner to be displayed in the City Council chambers during Council meetings, to be funded through resources other than the City of Clayton.

Section 6: The City Council does hereby approve and authorize the initiative name, "Do The Right Thing", to be displayed on City police patrol vehicles, to be funded through resources other than the City of Clayton.

Section 7: The City Council does hereby approve and authorize the six character initiative traits with associated description to be included and posted on the City's website.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California at a regular public meeting thereof held on the 21st day of September 2010 by the following vote:

AYES: Mayor Stratford, Vice Mayor Shuey, Councilmembers Geller, Medrano and Pierce.

NOES: None.

ABSTAIN: None.

ABSENT: None.

THE CITY COUNCIL OF CLAYTON, CALIFORNIA


Hank Stratford, Mayor

ATTEST:


Laci J. Jackson, City Clerk

The City Manager suggested the Council amend the Resolution to annex this area to the Landscape Maintenance District.

Councilmember Pierce asked what the definition of qualified landscape consultant means? The Community Development Director stated the intent would be to have the Maintenance Supervisor sign off on the selection.

Vice Mayor Geller asked if Council was amenable with removing one of the oak trees and spacing them out a little bit more to cover the same area.

It was moved by Councilmember Stratford, seconded by Councilmember Medrano to amended Resolution 37-2011 adding the area to the Landscape District, removing one tree from the plan and increase the spacing in between the oak trees (Passed; 4-0 vote).

- (b) Discussion on the Council-requested one year review of the one-week-per-trait public display of banners on certain City property within Clayton involving the community character initiative known as "Do the Right Thing".

The Assistant to the City Manager stated almost a year ago the Council approved the "Do the Right Thing" program. The program included hanging six character banners at the banner pole locations for one week per character trait. The Council asked for the program to be brought back for review after one year. The "Do the Right Thing" Committee is asking to continue to use the banner displays going forward and to have the character traits displayed one week per month instead of one week per character trait. The City has not received any complaints about the banners and there is no cost to the City for the banners or for displaying them at the pole locations.

Councilmember Stratford stated there were only three banners to go up last year due designing the banners.

All Councilmembers were supportive of extending the banner time period to one week per month.

It was moved by Councilmember Medrano, seconded by Councilmember Pierce to allow the banners to be displayed one week per month therefore amending Section 3 of Resolution 42-2010 (Passed; 4-0 vote).

- (c) Council Member request to set the number, dates and times for the City's annual "Concerts in The Grove" in calendar year 2012.

Vice Mayor Geller suggested the Concerts start the Saturday after Art and Wine (May 12th) and continue every other Saturday until September 15th.

Councilmember Medrano proposed the City do the 10 concerts on Saturdays and additional concerts on 5 Wednesday nights. He stated Jim Diaz has offered to work on these Wednesday night concerts, and suggested having one beer booth and one wine booth and not using any money from the City at all to fund these extra concerts.

Councilmember Pierce stated she doesn't mind trying it on a weekday but was unsure about the alcohol booths. Councilmember Medrano stated it would provide an option for people to purchase but some will still bring their own. He also stated with the concerts

ATTACHMENT H



Agenda Date: 9-20-11

Agenda Item: 9b

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: September 20, 2011

SUBJECT: Discussion on the Council-requested one year review of the one-week-per-trait public display of banners on certain City property within Clayton involving the community character initiative known as "Do The Right Thing".

RECOMMENDATION

Following Council discussion and public comment, that Council provide policy direction to staff regarding public display of the trait banners.

BACKGROUND

At its September 21, 2010 meeting the City Council received a report from the 'Do The Right Thing' character imitative community committee. As part of the report they requested to have the City allow the display of a banner that would display the character trait on the community banner poles at the city entries. There are six character traits that are covered during the 9 month school year.

The City Council approved Resolution 42-2010 supporting the implementation of a character initiative entitled "Do The Right Thing" and allowing the banner displays to be displayed for a total of 6 displays (total of 6 weeks) provided there was no cost to the City. The City Council banner display authorization was for an initial twelve month period and automatically expires unless extended by a vote of the City Council. The Committee had three displays last year as it took some time to get the banners ordered and the program started up. The banners were paid for from non city funds. Volunteers for the "Do The Right Thing Committee" put up and take down the banners. There were not any problems that staff was aware of. City staff has not received any negative feedback or comment regarding the banner displays.

FISCAL IMPACT

There is not any financial impact or costs to the City since volunteers for the "Do The Right Thing Committee" put up and take down the banners.

Attachment: Resolution No. 42 -2010
City Council meting minutes September 21, 2010

laura.hoffmeister@claytonnc.org

RESOLUTION NO. 39 -2011

**A RESOLUTION CONTINUING THE SUPPORT OF
A CHARACTER INITIATIVE ENTITLED
"DO THE RIGHT THING" IN THE CLAYTON COMMUNITY**

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

WHEREAS, educators agree that people do not automatically develop good character and therefore conscientious efforts should be made by families, institutions and individuals to assist young people to develop the essential traits and characteristics that comprise good character, and by extension, good citizenship; and

WHEREAS, as part of their lifelong research on effective leadership, authors James Kouzes and Barry Posner surveyed more than 75,000 individuals across all sectors in the world to answer the question, "What do we look for and admire in leaders?", and the clear and consistent first choice answer has been a character trait ("honesty") in contrast to knowledge, skills or abilities; and

WHEREAS, representatives (both administrators and parent faculty club members) from Mt. Diablo Elementary, Diablo View Middle School and Clayton Valley High School, along with leadership from the Clayton Business and Community Association (CBCA), the Clayton Police Department and other community members have met on several occasions to discuss and formulate an initiative to encourage character development in the community; and

WHEREAS, the Clayton City Council and campus administrators of the local public schools for this community recognize that individuals are responsible for their actions and that daily decisions should be based on standards which become the basis for six (6) valued behaviors identified for a character initiative implemented in the Clayton community, namely **Responsibility, Respect, Kindness, Self-discipline, Integrity and Courage**; and

WHEREAS, these six (6) behavioral standards transcend cultural, religious, and socio-economic differences; and

WHEREAS, by following these six character traits in their daily lives, Clayton's youth and citizens will contribute significantly to the current and future strength of the American society and our local community; and

WHEREAS, the Clayton City Council, in partnership with the campus administrators of the three local public schools primarily serving the Clayton community, and with the leadership of the CBCA, wishes to support the objectives of a character initiative, "Do The Right Thing", to reemphasize the importance of our shared community values.

WHEREAS, on September 21, 2010 the City Council did approve Resolution 42-2010 supporting and implementing this program; and

WHEREAS, at its meeting on September 20, 2011 the City Council reviewed the program and determined that there were no issues, problems or complaints with the program and it had been well received in the schools and community and directed staff to modify the resolution terms to allow display of banners for the character traits one week per month and to eliminate the annual review thereof.

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

Section 1: The City Council of Clayton, California does herewith pledge its commitment to and support for a six trait character education initiative, entitled "Do The Right Thing", for implementation in the Clayton community.

Section 2: The character initiative shall be conducted by and through a community-based steering committee comprised of campus administrators, business leaders, and community leaders. The steering committee may voluntarily include interested members of the Clayton City Council and/or its Chief of Police or his/her designee,

Section 3: The City Council does hereby approve and authorize two (2) character trait banners to be displayed at the City's two main banner locations (i.e. on Oakhurst Drive and at the Oak Street exit off Clayton Road) for no more than one week per month to be funded through resources other than the City of Clayton.

Section 4: The City Council does hereby approve and authorize one program banner to be displayed on the exterior of the Clayton Community Library, to be funded through resources other than the City of Clayton.

Section 5: The City Council does hereby approve and authorize one program banner to be displayed in the City Council chambers during Council meetings, to be funded through resources other than the City of Clayton.


Section 6: The City Council does hereby approve and authorize the initiative name, "Do The Right Thing", to be displayed on City police patrol vehicles, to be funded through resources other than the City of Clayton.

Section 7: The City Council does hereby approve and authorize the six character initiative traits with associated description to be included and posted on the City's website.

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 October, 2011 by the following vote:

AYES: Mayor Shuey, Vice Mayor Geller, Councilmembers Medrano and Pierce.
NOES: None.
ABSTAIN: None.
ABSENT: Councilmember Stratford.

THE CITY COUNCIL OF CLAYTON, CALIFORNIA


David T. Shuey, Mayor

ATTEST:


Laci J. Jackson, City Clerk



Agenda Date: 9-15-2020

Agenda Item: 10b

STAFF REPORT

Approved:

Fran Robustelli
Interim City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: September 15, 2020

SUBJECT: Designation of Voting Delegate and Alternate Delegate for League of California Cities Virtual 2020 Annual Conference being held October 7 through 9, and the City's position on the one (1) League Conference General Resolutions.

RECOMMENDATION

It is recommended the City Council consider designating one of its members as the Voting Delegate and one member as the Alternate to represent the City of Clayton during the 2020 League of California Cities Annual Business Meeting.

BACKGROUND

The League of California Cities' "Annual Conference" this year is being done on a virtual platform from Wednesday, October 7 through Friday, October 9 virtual event. The General Assembly will take place on Friday, October 9, 2020 at 11:00 a.m.

League Bylaws provide that each City is entitled to one vote in matters affecting municipal or League policy. New procedures for voting will be provided soon since the meeting is solely virtually for the annual conference this year. Details are still being worked on and will be provided when completed.

Conference registration is required for voting delegates. There is one (1) General Resolutions submitted in advance (Attachment C).

FISCAL IMPACT

During the last 11 fiscal years the vast majority of conference and training budget for all personnel of the City, including the City Council, was eliminated or significantly curtailed, except for League Division and Mayors' Conference attendance. This year the meeting is a virtual meeting and cost is only \$50 per person for the full virtual event. There are sufficient funds for all City Councilmembers to register if desired. The Fiscal Year 2020-2021 Budget, adopted on June 30, 2020, included in Legislative Department 01 account number 7372 Conferences/Meetings of \$1,700.

- Attachment – A. League of California Cities Planning a Reimagined Virtual Conference & Expo (1 page)
B. League of California Cities Voting Delegate/Alternate Form (1 page)
C. League of California Cities Annual Conference Resolutions (21 pages)
D. Conference Program (2 pages)

League of California Cities Planning a Reimagined Virtual Annual Conference & Expo

July 15, 2020

Dear City Leaders,

The League of California Cities Annual Conference & Expo is one of the most important events of the year for city officials to learn and collaborate on solutions to common challenges and an opportunity to celebrate the accomplishments.

With so many factors related to the COVID-19 pandemic still unknown and the health and safety of League members, staff, partners, vendors, and guests as our top priority, the Board Executive Committee has made the decision to transform the annual conference, scheduled Oct. 7-9 in Long Beach, into a virtual event.

Apart from health and safety considerations, we also looked at a variety of factors including the logistical challenges of holding in-person meetings while following local and state orders regarding large gatherings, potential state and local restrictions on travel, and the tremendous pressure on city budgets that could impede your ability to attend an in-person conference.

This was a difficult decision that was not made lightly as we understand the value of gathering face-to-face. However, the League is committed to making this an unparalleled virtual experience with general and breakout sessions, an Expo, and networking opportunities.

While this isn't the way we would have planned it originally, many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are quite excited about the possibilities of this reimagined experience.

Over the last four months, League staff have worked tirelessly to reinvent how best to serve members in a virtual environment – with advocacy, education, and communication – and member engagement has never been stronger.

Stay tuned for further details about the League's Annual Conference & Expo. We will be sure to communicate additional information as soon as it is available.

Thank you again for your unwavering leadership at this time. Be safe and stay healthy!

Carolyn M. Coleman
Executive Director
League of California Cities

John F. Dunbar
President
League of California Cities

ATTACHMENT 



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date: _____ Phone: _____

(circle one)

(signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

ATTACHMENT B

Janet Calderon

From: Meghan McKelvey <mmckelvey@cacities.org>
Sent: Monday, August 24, 2020 3:44 PM
To: mayors_and_council@lists.cacities.org; city_managers@lists.cacities.org; City Clerk Listserve
Cc: Meg Desmond; Melanie Perron
Subject: [City_clerks] 2020 Annual Conference Resolution Packet
Attachments: 2020 Resolution Packet.pdf

August 24, 2020

To: Mayors, City Managers and City Clerks

From: Melanie Perron, Deputy Executive Director, Advocacy and Public Affairs

Re: League's 2020 Annual Conference Resolution Packet

Please find an enclosed copy of the 2020 Resolution Packet for the League of California Cities' 2020 Annual Conference and Expo being held virtually October 7 – 9. The conference announcement has been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac.

One resolution has been submitted for consideration. The attached packet contains the proposed resolution, background materials supplied by the sponsors, supporting letters from cities and city officials, and the League's staff analysis for the resolution. The packet also includes detailed information on the League's resolution process. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

Voting Delegates: In order to vote during the General Assembly, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event your designated voting delegate is unable to serve in that capacity. If your city has not already done so, please complete the Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference. The General Assembly will be held virtually on Friday, October 9 at 11:00 a.m. (subject to change).

We encourage each city council to consider the resolution and to determine a city position so that your voting delegate can represent your city's position on the resolution. Should you have any questions regarding the attached material, please contact Meg Desmond at mdesmond@cacities.org or by phone at 916-837-6822.

Meg Desmond

Legislative and Policy Development Specialist

League of California Cities

Direct: 916-658-8224 | Cell: 916-837-6822

mdesmond@cacities.org | www.cacities.org

[Join the coalition](#) to support local recovery.
Californians depend on it.

ATTACHMENT 



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|---|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

- | | |
|-----|---|
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE
Resolution No. 1

**Amendment to Section 230 of the Communications
Decency Act of 1996**



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@vville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Cault
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

5050 Clark Avenue, Lakewood, CA 90712 • (562) 866-9771 • Fax: (562) 866-0505 • www.lakewoodcity.org • Email: service1@lakewoodcity.org

CITY OF

303 EAST "B" STREET, CIVIC CENTER

ONTARIO



ONTARIO

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PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

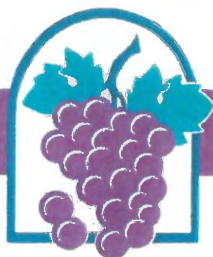
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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

- c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downevca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

A handwritten signature in blue ink, appearing to read "John B. Allard II", is written over a horizontal line.

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son

[Home](#) > [Education & Events](#) > [Annual Conference](#) > [For Attendees](#) > Program at a Glance

Tentative Schedule

For Attendees

Conference App

Preliminary Schedule at a Glance

As of July 28, 2020 (subject to change)

Wednesday, October 7

10:00 - 11:30 a.m.	Opening General Session
1:00 - 2:15 p.m.	Concurrent Sessions
2:30 - 3:45 p.m.	Concurrent Sessions
4:00 - 5:15 p.m.	Concurrent Sessions
Evening	Networking Opportunities
All Day	Virtual Expo Open

Thursday, October 8

9:00 - 10:30 a.m.	General Session
10:45 a.m. - 12:00 p.m.	Concurrent Sessions
12:00 - 12:45 p.m.	League Partner Speaker Theater
12:45 - 2:00 p.m.	Concurrent Sessions
1:00 - 2:15 p.m.	General Resolutions Committee
1:30 - 2:15 p.m.	League Partner Speaker Theater
2:15 - 3:30 p.m.	Concurrent Sessions
3:00 - 3:45 p.m.	League Partner Speaker Theater
3:45 - 5:00 p.m.	Concurrent Sessions
Evening	Networking Opportunities
All Day	Virtual Expo Open

Friday, October 9

9:00 - 10:15 a.m.	Concurrent Sessions
10:30 - 11:45 a.m.	Concurrent Sessions
11:00 - 12:00 p.m.	General Assembly (Consideration of Resolutions Only) ✓
1:00 - 2:30 p.m.	Closing Session
All Day	Virtual Expo Open

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly.

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[New Privacy Policy](#)

ATTACHMENT D

Special Pricing Announced for League's First Virtual Annual Conference & Expo: Registration Opening Soon

July 29, 2020

City officials throughout the state will come together virtually to learn, collaborate, and celebrate at the League's 2020 Annual Conference & Expo.

Taking place on Oct. 7-9, the League's annual meeting promises to be an unparalleled educational and networking event, providing opportunities for attendees to gain perspectives and knowledge on current issues challenging cities, while deepening relationships with others in similar fields. The virtual event will include dynamic general and breakout sessions, exciting networking opportunities, and an interactive Expo!

Many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are excited to offer this reimagined experience.

Recognizing the budget constraints that cities are experiencing due to the pandemic, this year's conference will be more easily accessible to all members, with structured pricing to further increase accessibility.

The League of California Cities Annual Conference & Expo is one of the most important events of the year for city officials. Stay tuned for upcoming announcements on speakers and sessions you don't want to miss!

Full Registration Includes:

- Your ticket to all virtual educational sessions and networking opportunities
- Access to recordings of all educational sessions after the conclusion of the conference
- Electronic access to all program materials
- Access to the Virtual Expo

Full Conference Registration Fees

Member City Official	\$50
League Partner	\$150
Public Official, Non-Member	\$250
Corporate and Non-Profit, Non-Member	\$500

NOTE: Conference Registration is required to attend all conference activities including department and division meetings and the General Assembly. Each registration is for a single person. Sharing of registration is prohibited.

Questions or special needs? Contact our conference registrar at mdunn@cacities.org before **Thursday, Oct. 1**. Visit <https://www.cacities.org/AC> for more information.