



AGENDA

REGULAR MEETING

*** * ***

CLAYTON CITY COUNCIL

*** * ***

TUESDAY, September 21, 2021

7:00 P.M.

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

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19 and the Governor's Executive Orders N-25-20 and N-29-20 that allow members of the City Council, City staff and the public to participate and conduct a meeting by teleconference, videoconference or both. In order to comply with public health orders, the requirement to provide a physical location for members of the public to participate in the meeting has been suspended.

Mayor: Carl Wolfe

Vice Mayor: Peter Cloven

Council Members

Jim Diaz

Holly Tillman

Jeff Wan

- 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 21

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

To follow or participate in the meeting:

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

https://us02web.zoom.us/webinar/register/WN_bVID0Hu8Q_qaj8HU0uQ23A

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

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

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

E-mail Public Comments: If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at icalderon@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_bVID0Hu8Q_qaj8HU0uQ23A

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

*** CITY COUNCIL ***

September 21, 2021

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

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

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

4. **CONSENT CALENDAR**

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

(a) Approve the minutes of the City Council’s regular meeting of August 17, 2021.
(City Clerk) ([View here](#))

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

(c) Adopt a Resolution Amending the FY2021/22 Capital Improvement Program (CIP) Establishing an FY2021/22 CIP for ADA Curb Ramp Work at \$353,888 (CIP No. 10453); Appropriating \$98,025 from Measure J (Fund 220) to the Neighborhood Pavement Preservation Project (CIP No. 10449) for a Revised Project Cost of \$1,019,137 to Fully Fund the Construction Management and Design Support Services for the Project; and Approving Letter Agreements with Harris & Associates for Construction Management and Design Support Services for Both Projects. (City Engineer) ([View here](#))

(d) Receive and File Letters of Support for Assembly Bill 361 (Rivas) As Amended September 3, 2021 – Open Meetings During Declared State of Emergency.
(Mayor) ([View here](#))

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Responsibility” during the months of August and September 2021. (Mayor Wolfe) ([View here](#))

(b) Presentation by Con-Fire Chief Terence Carey.

- (c) Proclamation declaring September 15 – October 15, as “Hispanic Heritage Month in Clayton. (Councilmember Wolfe) ([View here](#))
- (d) Proclamation declaring September 17, as “Constitution/Citizenship” day in Clayton. (Mayor Wolfe) ([View here](#))

6. REPORTS

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

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

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

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

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Approve an Upgrade to Audio-Visual Equipment in Hoyer Hall in the amount of \$40,000, Appropriate Funding from Comcast PEG (Public Education and Government Access) Grant Funds (Fund 230, Project number 5051) to Fund the Upgrade, and Provide Direction to Staff Regarding Holding a Fully Virtual City Council Meeting on October 5, 2021 as Authorized Under AB 361.
(City Manager) ([View here](#))
- (b) American Rescue Plan Act Update and Ratification of Agreement with Management Partners for Assistance in Developing and Implementing a Program to Use Federal Stimulus Funding from the American Rescue Plan Act for a Not-to-exceed Amount of \$55,000 and Appropriating \$55,000 from American Rescue Plan Funds Received by the City of Clayton to Fund the Agreement.
(City Manager) ([View here](#))
- (c) Discussion of Process and Timing for putting a tax measure on the Ballot.
(City Clerk) ([View here](#))

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

11. **ADJOURNMENT** - the next regularly scheduled City Council meeting will be October 5, 2021.

#

MINUTES

OF THE REGULAR MEETING CLAYTON CITY COUNCIL

TUESDAY, August 17, 2021

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:00 p.m. by Mayor Wolfe on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Wolfe, Vice Mayor Cloven, and Councilmembers Diaz, Tillman, and Wan. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, Acting City Attorney Amanda Charne, Police Chief Elise Warren, Assistant to the City Manager Laura Hoffmeister, and City Clerk/HR Manager Janet Calderon.
2. **MEETING PROTOCOL VIDEO** – City Clerk.
3. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

4. **CONSENT CALENDAR**

Councilmember Wan pulled items 4(c) and 4(d) to ask clarifying questions.

Councilmember Wan's inquiry on item 4(c) was whether there was a credit provided for the surplus of out-of-date equipment toward the purchase of the new radio equipment. Police Chief Warren advised the City receives a credit on the purchase of new equipment upon surrender of outdated equipment.

Councilmember Wan's inquiry on item 4(d) was related to what the initials UBS stand for and whether the California Asset Management Policy (CAMP) investment account needed to be included as well for internal controls. City Manager Schwartz clarified the CAMP funding source and internal controls. She also added a correction to be made to the Resolution replacing the City Clerk authority to the City Treasurer.

Councilmember Tillman advised UBS is Union Bank of Switzerland.

It was moved by Councilmember Diaz, seconded by Councilmember Wan, to approve the Consent Calendar items with 4(d) amended. (Passed 5-0).

- (a) Approved the minutes of the City Council's regular meeting of August 3, 2021. (City Clerk)
- (b) Approved the Financial Demands and Obligations of the City. (Finance)
- (c) Adopted Resolution No. 52-2021: 1) Approving the Purchase of Thirty-One Portable and Mobile Radios for the City's Police Department to Replace the Existing Radios; 2) Approving the Non-Competitive Procurement due to Exemptions; 3) Authorizing the City Manager to Execute a Lease Agreement in the Amount of \$234,673.46; and 4) Appropriating \$33,525 from the Rainy-Day Fund in FY2021/22 for the First Lease Payment. (Police Chief)

- (d) Adopted Resolution No. 53-2021 Designating City Personnel Authorized to Invest Monies in the Local Agency Investment Fund (LAIF) and Adopted Resolution No. 54-2021 Designating City Personnel Authorized to Invest Monies in the UBS Account.
(Interim Finance Director)

5. RECOGNITIONS AND PRESENTATIONS – None.

6. REPORTS

- (a) City Manager/Staff

City Manager Reina Schwartz advised that a PG&E Public Safety Power Shutoff was potentially expected to occur east of Clayton later that evening. She also advised Clayton has a relatively high COVID-19 case count, as the 7th worst in the County in terms of the number of positive COVID-19 cases per 100,000 in the last 14 days.

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

Vice Mayor Cloven participated in back to school, Clayton Bocce, and Concerts in The Grove. He also put out a recent article pertaining to High Density Housing noting several citizens have expressed support, and met with various staff, former elected officials, and Mayor.

Councilmember Wan called and emailed constituents.

Councilmember Tillman met with the City Manager, received calls regarding an unsafe condition on the trail near Mount Diablo Elementary School, provided maintenance staff some concerns of the Clayton Community Library Foundation, participated in an afternoon tea fundraiser along with local public servants, the District Attorney, some Councilmembers from Antioch and Pittsburg, Mount Diablo School Board trustees and Contra Costa College trustee members.

Councilmember Diaz attended the final Classic Car Show and DJ event thanking its sponsors (Republic Services, Westec Alarm, and Clayton Club), met with the Contra Costa County Water District officials; for the Concert in The Grove, announced that a patron has matched the donations collected that evening, thanked many volunteers for their assistance with the set-up and take-down of the concerts (Richard Nelson, Dan Sullivan, Richard Perdue, Mike Williams, John Khashabi, Doug Fountain, Mari Nist, Terrance McGinnis, Sean Hale); attended the Clayton Club transfer of ownership BBQ, acknowledged Sergeant Marchut and Sergeant Enea for their excellent work regarding a recent swatting, met with citizens, the City Manager and Police Chief.

Mayor Wolfe met with the City Manager, emailed and called constituents, attended the Contra Costa County Mayors' Conference, wrote various newspaper articles, and attended Troop 484 Eagle Court of Honor for Justin Ruhl, Michael Cianfrano, and William McAdam.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Dee Vieira expressed her dissatisfaction with a Planning Commissioner and City Councilmember actions regarding the Clayton Business and Community Association, she further expressed concern of the tone of a City Councilmember towards his peers.

Mayor Wolfe closed public comment.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Designation of Voting Delegate and Alternate Delegate for League of California Cities 2021 Annual Conference being held September 22 through 24, in Sacramento and the City's position on the two (2) League Conference General Resolutions. (City Clerk)

City Clerk Janet Calderon presented the report.

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

It was moved by Councilmember Wan, seconded by Councilmember Tillman, to designate Councilmember Diaz as Voting Delegate and Mayor Wolfe as Voting Delegate - Alternate and recommending a position of support on the two Resolutions to be voted on at the League of California Cities 2021 Annual Conference held September 22 – 24, 2021 in Sacramento, California. (Passed; 5-0 vote).

- (b) Resolution of the City Council of the City of Clayton, CA Adopting a General Fund Reserve Policy. (City Manager)

City Manager Reina Schwartz presented the report.

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

By consensus of the City Council, it was requested of staff to make the following changes to the General Fund Reserve Policy: the undesignated fund balance lowered and catastrophic fund balance raised, increase the voting threshold to 4/5ths of those present on reserve funds, more specific language (i.e., remove should and replace with must), catastrophic reserve sections A & B and undesignated language needs to be more restrictive.

City Council provided direction to staff to have the Budget & Audit Committee meet to provide any additional changes to the General Fund Reserve Policy.

- (c) Presentation, Discussion & Direction to Staff Regarding Use of the American Rescue Plan Act Funds. (City Manager)

City Manager Reina Schwartz presented the report.

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

Larry Love requested the City Council consider assisting small business owners in Clayton with American Rescue Plan Act Funds.

Mayor Wolfe closed public comment.

By consensus of the City Council, direction was provided to staff to outsource the administration of the American Rescue Plan Act Funds program, prioritize small business owners in Clayton to receive funding, broadband access, additional temporary maintenance staff to pre-pandemic levels, and stormwater infrastructure projects.

10. COUNCIL ITEMS – None.

Mayor Wolfe thanked Jim Warburton, Maintenance Supervisor in repairing the clock in downtown Clayton.

11. ADJOURNMENT– on call by Mayor Wolfe, the City Council adjourned its meeting at 9:16 p.m.

The City Council meeting of September 7, 2021 has been canceled.
The next regularly scheduled meeting of the City Council will be September 21, 2021.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Carl Wolfe, Mayor

#



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 09/21/21

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Date	Amount
Open Invoice Report-Invoices paid prior to meeting	Accounts Payable	9/7/2021	\$ 351,995.20
Open Invoice Report	Accounts Payable	9/14/2021	\$ 97,605.75
Payroll Reconciliation Summary	Payroll, Taxes	8/24/2021	\$ 86,021.58
Payroll Reconciliation Summary	Payroll, Taxes	9/8/2021	\$ 90,963.87
		Total Required	\$ 626,586.40

Attachments:

1. Open Invoice Report, dated 09/07/21 (7 pages)
2. Open Invoice Report, dated 09/14/21 (3 pages)
3. Payroll Reconciliation Summary report PPE 8/22/21 (1 page)
4. Payroll Reconciliation Summary report PPE 9/05/21 (1 page)

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Expires On	Net Amount Due
ABAG								
ABAG	7/1/2021	7/1/2021	AR026045	ABAG Member dues FY 2022	\$3,379.00	\$0.00		\$3,379.00
Totals for ABAG					\$3,379.00	\$0.00		\$3,379.00
Alameda County Sheriff's Office								
Alameda County Sheriff's Office	8/4/2021	8/4/2021	290131-0821-6972	Training, PD	\$335.00	\$0.00		\$335.00
Totals for Alameda County Sheriff's Office					\$335.00	\$0.00		\$335.00
Alpine Awards & Imprinted Sportswear, Inc								
Alpine Awards & Imprinted Sportswear,	8/10/2021	8/10/2021	5546979	Plate for Merle Hufford memorial bench	\$27.44	\$0.00		\$27.44
Totals for Alpine Awards & Imprinted Sportswear, Inc					\$27.44	\$0.00		\$27.44
American Fidelity Assurance Company								
American Fidelity Assurance Company	8/6/2021	8/6/2021	6009754	FSA PPE 8/8/21	\$128.45	\$0.00		\$128.45
American Fidelity Assurance Company	8/20/2021	8/20/2021	6010253	FSA PPE 8/22/21	\$128.45	\$0.00		\$128.45
American Fidelity Assurance Company	8/31/2021	8/31/2021	D342741	Supplemental insurance August 2021	\$617.70	\$0.00		\$617.70
Totals for American Fidelity Assurance Company					\$874.60	\$0.00		\$874.60
AT&T (CalNet3)								
AT&T (CalNet3)	8/22/2021	8/22/2021	16933579	Phones 7/22/21-8/21/21	\$1,278.61	\$0.00		\$1,278.61
Totals for AT&T (CalNet3)					\$1,278.61	\$0.00		\$1,278.61
Authorize.net								
Authorize.net	8/31/2021	8/31/2021	July2021	Credit card gateway fee July 2021	\$35.45	\$0.00		\$35.45
Authorize.net	8/31/2021	8/31/2021	August2021	Online bankcard gateway fee August 2021	\$32.75	\$0.00		\$32.75
Totals for Authorize.net					\$68.20	\$0.00		\$68.20
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	8/4/2021	8/4/2021	0024241	Safety vests	\$124.78	\$0.00		\$124.78
Totals for Bay Area Barricade Serv.					\$124.78	\$0.00		\$124.78
Benjamin Franklin Plumbing								
Benjamin Franklin Plumbing	8/20/2021	8/20/2021	627497	CH Water leak repair	\$2,965.00	\$0.00		\$2,965.00
Totals for Benjamin Franklin Plumbing					\$2,965.00	\$0.00		\$2,965.00
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	8/11/2021	8/11/2021	912091	Legal svcs July 2021	\$9,938.00	\$0.00		\$9,938.00
Best Best & Kreiger LLP	8/11/2021	8/11/2021	912093	The Olivia legal svcs July 2021	\$1,288.00	\$0.00		\$1,288.00
Totals for Best Best & Kreiger LLP					\$11,226.00	\$0.00		\$11,226.00
Brew Ventures								
Brew Ventures	8/20/2021	8/20/2021	2620	Business license refund	\$65.00	\$0.00		\$65.00
Totals for Brew Ventures					\$65.00	\$0.00		\$65.00
CA Department of Justice								

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
CA Department of Justice	8/12/2021	8/12/2021	526966	Fingerprinting July 2021	\$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 Health								
CalPERS Health	8/16/2021	8/16/2021	16528019	Medical September 2021	\$33,704.22	\$0.00		\$33,704.22
				<i>Totals for CalPERS Health</i>	<i>\$33,704.22</i>	<i>\$0.00</i>		<i>\$33,704.22</i>
CalPERS Retirement								
CalPERS Retirement	8/22/2021	8/22/2021	082221	Retirement PPE 8/22/21	\$18,207.55	\$0.00		\$18,207.55
CalPERS Retirement	8/8/2021	8/8/2021	080821	Retirement PPE 8/8/21	\$18,247.40	\$0.00		\$18,247.40
CalPERS Retirement	8/6/2021	8/6/2021	16512391	GASB 68 Reports	\$2,100.00	\$0.00		\$2,100.00
				<i>Totals for CalPERS Retirement</i>	<i>\$38,554.95</i>	<i>\$0.00</i>		<i>\$38,554.95</i>
CCWD								
CCWD	8/10/2021	8/10/2021	B series	Water 6/4/21-8/5/21	\$43,424.73	\$0.00		\$43,424.73
CCWD	7/7/2021	7/7/2021	A065464	Water 5/5/21-7/2/21	\$3,863.63	\$0.00		\$3,863.63
				<i>Totals for CCWD.</i>	<i>\$47,288.36</i>	<i>\$0.00</i>		<i>\$47,288.36</i>
Cintas Corporation								
Cintas Corporation	8/5/2021	8/5/2021	4092085029	PW uniforms through 8/5/21	\$50.72	\$0.00		\$50.72
Cintas Corporation	8/12/2021	8/12/2021	4092794091	PW uniforms through 8/12/21	\$50.72	\$0.00		\$50.72
Cintas Corporation	8/19/2021	8/19/2021	4093417628	PW uniforms through 8/19/21	\$50.72	\$0.00		\$50.72
Cintas Corporation	8/26/2021	8/26/2021	4094076480	PW uniforms through 8/26/21	\$50.72	\$0.00		\$50.72
				<i>Totals for Cintas Corporation</i>	<i>\$202.88</i>	<i>\$0.00</i>		<i>\$202.88</i>
City of Concord								
City of Concord	8/4/2021	8/4/2021	89666	PW live scan	\$48.00	\$0.00		\$48.00
City of Concord	8/19/2021	8/19/2021	89725	Dispatch svcs September 2021	\$25,639.87	\$0.00		\$25,639.87
				<i>Totals for City of Concord</i>	<i>\$25,687.87</i>	<i>\$0.00</i>		<i>\$25,687.87</i>
Clean Street								
Clean Street	8/31/2021	8/31/2021	100872CS	Street sweeping August 2021	\$4,500.00	\$0.00		\$4,500.00
				<i>Totals for Clean Street</i>	<i>\$4,500.00</i>	<i>\$0.00</i>		<i>\$4,500.00</i>
Cole Supply Co., nc								
Cole Supply Co., nc	8/26/2021	8/26/2021	478636	Trash liners, latex gloves	\$650.04	\$0.00		\$650.04
				<i>Totals for Cole Supply Co., nc</i>	<i>\$650.04</i>	<i>\$0.00</i>		<i>\$650.04</i>
Comcast Business (PD)								
Comcast Business (PD)	8/1/2021	8/1/2021	126886613	PD internet July 2021	\$987.28	\$0.00		\$987.28
				<i>Totals for Comcast Business (PD)</i>	<i>\$987.28</i>	<i>\$0.00</i>		<i>\$987.28</i>
Comcast Business								
Comcast Business	8/5/2021	8/5/2021	080521	Internet 8/10/21-9/9/21	\$386.16	\$0.00		\$386.16
				<i>Totals for Comcast Business</i>	<i>\$386.16</i>	<i>\$0.00</i>		<i>\$386.16</i>

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
Contra Costa County - Office of the Sheriff								
Contra Costa County - Office of the She	8/11/2021	8/11/2021	CLPD-2107	Forensic Biology July 2021	\$1,000.00	\$0.00		\$1,000.00
				<i>Totals for Contra Costa County - Office of the Sheriff</i>	<i>\$1,000.00</i>	<i>\$0.00</i>		<i>\$1,000.00</i>
Contra Costa County Office of the Sheriff (Training)								
Contra Costa County Office of the Sheri	8/11/2021	8/11/2021	21-3192	Range use July 2021	\$195.00	\$0.00		\$195.00
				<i>Totals for Contra Costa County Office of the Sheriff (Training)</i>	<i>\$195.00</i>	<i>\$0.00</i>		<i>\$195.00</i>
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	6/30/2021	6/30/2021	704197	Traffic signal maintenance June 2021	\$1,580.80	\$0.00		\$1,580.80
Contra Costa County Public Works Dept	8/23/2021	8/23/2021	704197	Traffic signal maintenance July 2021	\$342.96	\$0.00		\$342.96
				<i>Totals for Contra Costa County Public Works Dept</i>	<i>\$1,923.76</i>	<i>\$0.00</i>		<i>\$1,923.76</i>
Cropper Rowe, LLP								
Cropper Rowe, LLP	7/30/2021	7/30/2021	320	1st progress billing FS FY 2021	\$2,500.00	\$0.00		\$2,500.00
Cropper Rowe, LLP	8/31/2021	8/31/2021	325	2nd Progress billing, FS FY 2021	\$7,500.00	\$0.00		\$7,500.00
				<i>Totals for Cropper Rowe, LLP</i>	<i>\$10,000.00</i>	<i>\$0.00</i>		<i>\$10,000.00</i>
CSI Forensic Supply								
CSI Forensic Supply	8/6/2021	8/6/2021	3433	Evidence supplies	\$66.34	\$0.00		\$66.34
				<i>Totals for CSI Forensic Supply</i>	<i>\$66.34</i>	<i>\$0.00</i>		<i>\$66.34</i>
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	8/23/2021	8/23/2021	73611354	Copier lease September 2021	\$1,004.48	\$0.00		\$928.86
De Lage Landen Financial Services, Inc.	6/30/2021	6/30/2021	73579400	Copier property taxes FY 2021	\$268.96	\$0.00		\$268.96
				<i>Totals for De Lage Landen Financial Services, Inc.</i>	<i>\$1,273.44</i>	<i>\$0.00</i>		<i>\$1,197.82</i>
Diablo View Cleaning								
Diablo View Cleaning	8/20/2021	8/20/2021	25962	CH cleaning downstairs from leak	\$100.00	\$0.00		\$100.00
				<i>Totals for Diablo View Cleaning</i>	<i>\$100.00</i>	<i>\$0.00</i>		<i>\$100.00</i>
Digital Services								
Digital Services	9/3/2021	9/3/2021	11953	Hoyer Hall- Network/Video/Audio Upgrade	\$14,100.00	\$0.00		\$14,100.00
				<i>Totals for Digital Services</i>	<i>\$14,100.00</i>	<i>\$0.00</i>		<i>\$14,100.00</i>
Dillon Electric Inc								
Dillon Electric Inc	8/18/2021	8/18/2021	4468	Streetlight maintenance 8/18/21	\$704.07	\$0.00		\$704.07
Dillon Electric Inc	8/5/2021	8/5/2021	4459	Service call for irrigation controller	\$260.00	\$0.00		\$260.00
Dillon Electric Inc	8/5/2021	8/5/2021	4460	Street light repairs 7/27/21	\$407.26	\$0.00		\$407.26
Dillon Electric Inc	8/5/2021	8/5/2021	4461	Repair clock tower	\$1,380.00	\$0.00		\$1,380.00
				<i>Totals for Dillon Electric Inc</i>	<i>\$2,751.33</i>	<i>\$0.00</i>		<i>\$2,751.33</i>
Economic & Planning Systems, Inc								
Economic & Planning Systems, Inc	1/31/2021	1/31/2021	181082-14	Open Space Fee Study January 2020	\$6,018.75	\$0.00		\$6,018.75

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 Economic & Planning Systems, Inc</i>					\$6,018.75	\$0.00		\$6,018.75
Entenmann-Rovin Co								
Entenmann-Rovin Co	8/30/2021	8/30/2021	0160716-IN	Flat badge - reimbursed	\$135.75	\$0.00		\$135.75
<i>Totals for Entenmann-Rovin Co</i>					\$135.75	\$0.00		\$135.75
Environtech Enterprises								
Environtech Enterprises	6/30/2021	6/30/2021	A001A-5A-21	Weed abatement February 2021	\$8,700.00	\$0.00		\$8,700.00
Environtech Enterprises	6/30/2021	6/30/2021	A001B-4B-21	Weed abatement March 2021	\$14,250.00	\$0.00		\$14,250.00
<i>Totals for Environtech Enterprises</i>					\$22,950.00	\$0.00		\$22,950.00
Hammons Supply Company								
Hammons Supply Company	8/25/2021	8/25/2021	117632	CCP janitorial supplies	\$479.86	\$0.00		\$479.86
Hammons Supply Company	8/25/2021	8/25/2021	117640	EH janitorial supplies	\$177.82	\$0.00		\$177.82
Hammons Supply Company	8/25/2021	8/25/2021	117634	The Grove Park janitorial supplies	\$228.32	\$0.00		\$228.32
Hammons Supply Company	8/25/2021	8/25/2021	117638	CH janitorial supplies	\$615.90	\$0.00		\$615.90
Hammons Supply Company	8/25/2021	8/25/2021	117633	Library janitorial supplies	\$204.66	\$0.00		\$204.66
<i>Totals for Hammons Supply Company</i>					\$1,706.56	\$0.00		\$1,706.56
Harris & Associates, Inc.								
Harris & Associates, Inc.	8/19/2021	8/19/2021	49572	Engineering svcs 7/4/21-7/31/21	\$10,004.02	\$0.00		\$10,004.02
Harris & Associates, Inc.	8/19/2021	8/19/2021	49573	Project engineering svcs July 2021	\$1,020.00	\$0.00		\$1,020.00
Harris & Associates, Inc.	8/19/2021	8/19/2021	49574	CIP engineering svcs July 2021	\$4,135.00	\$0.00		\$4,135.00
Harris & Associates, Inc.	8/19/2021	8/19/2021	49575	Diablo Estates Engineering svcs July 2021	\$1,210.00	\$0.00		\$1,210.00
<i>Totals for Harris & Associates, Inc.</i>					\$16,369.02	\$0.00		\$16,369.02
J&R Floor Services								
J&R Floor Services	8/31/2021	8/31/2021	Eight 2021	Janitorial svcs August 2021	\$4,988.00	\$0.00		\$4,988.00
<i>Totals for J&R Floor Services</i>					\$4,988.00	\$0.00		\$4,988.00
JJR Enterprises, Inc								
JJR Enterprises, Inc	8/18/2021	8/18/2021	3315207	Copier usage 7/18/21-8/17/21	\$249.96	\$0.00		\$249.96
<i>Totals for JJR Enterprises, Inc</i>					\$249.96	\$0.00		\$249.96
Main Fire Protection Inc.								
Main Fire Protection Inc.	8/16/2021	8/16/2021	93971	EH Kitchen hood service	\$252.59	\$0.00		\$252.59
<i>Totals for Main Fire Protection Inc.</i>					\$252.59	\$0.00		\$252.59
Matrix Association Management								
Matrix Association Management	6/30/2021	6/30/2021	16357	Diablo Estates Mgmt June 2021	\$3,475.00	\$0.00		\$3,475.00
Matrix Association Management	4/30/2021	4/30/2021	16741	Diablo Estates Mgmt April 2021	\$3,475.00	\$0.00		\$3,475.00
Matrix Association Management	5/31/2021	5/31/2021	16354	Diablo Estates Mgmt May 2021	\$3,475.00	\$0.00		\$3,475.00
Matrix Association Management	7/31/2021	7/31/2021	16742	Diablo Estates Mgmt July 2021	\$3,475.00	\$0.00		\$3,475.00
Matrix Association Management	8/30/2021	8/30/2021	16743	Diablo Estates Mgmt August 2021	\$3,475.00	\$0.00		\$3,475.00
<i>Totals for Matrix Association Management</i>					\$17,375.00	\$0.00		\$17,375.00

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Tim McGallian								
Tim McGallian	8/13/2021	8/13/2021	3214	Business license refund	\$57.00	\$0.00		\$57.00
Totals for Tim McGallian					\$57.00	\$0.00		\$57.00
Mission Square Retirement								
Mission Square Retirement	8/8/2021	8/8/2021	080821	457 Plan contributions PPE 8/8/21	\$2,209.62	\$0.00		\$2,209.62
Mission Square Retirement	8/22/2021	8/22/2021	082221	457 Plan contributions PPE 8/22/21	\$2,209.62	\$0.00		\$2,209.62
Totals for Mission Square Retirement					\$4,419.24	\$0.00		\$4,419.24
Moore Iacofano Golstman, Inc								
Moore Iacofano Golstman, Inc	8/24/2021	8/24/2021	0071087	Housing Element prof svcs July 2021	\$7,226.25	\$0.00		\$7,226.25
Totals for Moore Iacofano Golstman, Inc					\$7,226.25	\$0.00		\$7,226.25
MSR Mechanical, LLC								
MSR Mechanical, LLC	8/3/2021	8/3/2021	SVC002237	Library HVAC service call	\$832.00	\$0.00		\$832.00
Totals for MSR Mechanical, LLC					\$832.00	\$0.00		\$832.00
Nationwide								
Nationwide	8/8/2021	8/8/2021	080821	457 Plan contributions PPE 8/8/21	\$500.00	\$0.00		\$500.00
Nationwide	8/22/2021	8/22/2021	082221	457 Plan contributions PPE 8/22/21	\$500.00	\$0.00		\$500.00
Totals for Nationwide					\$1,000.00	\$0.00		\$1,000.00
Neopost (add postage)								
Neopost (add postage)	8/20/2021	8/20/2021	082021	Postage added	\$300.00	\$0.00		\$300.00
Totals for Neopost (add postage)					\$300.00	\$0.00		\$300.00
Pacific Office Automation								
Pacific Office Automation	8/6/2021	8/6/2021	216675	PD copier lease pmt 53 of 60	\$106.58	\$0.00		\$106.58
Totals for Pacific Office Automation					\$106.58	\$0.00		\$106.58
Pacific Telemanagement Svc								
Pacific Telemanagement Svc	8/26/2021	8/26/2021	2073298	Courtyard payphone September 2021	\$70.00	\$0.00		\$70.00
Totals for Pacific Telemanagement Svc					\$70.00	\$0.00		\$70.00
Paysafe Payment Processing								
Paysafe Payment Processing	7/31/2021	7/31/2021	July2021	OTC bankcard fee July 2021	\$665.53	\$0.00		\$665.53
Paysafe Payment Processing	7/31/2021	7/31/2021	July2021	Online Bankcard fee July 2021	\$666.29	\$0.00		\$666.29
Totals for Paysafe Payment Processing					\$1,331.82	\$0.00		\$1,331.82
PG&E								
PG&E	8/24/2021	8/24/2021	082421	Energy 7/23/21-8/23/21	\$6,123.32	\$0.00		\$6,123.32
PG&E	8/26/2021	8/26/2021	082621	Energy 7/16/21-8/16/21	\$19,629.30	\$0.00		\$19,629.30
Totals for PG&E					\$25,752.62	\$0.00		\$25,752.62
Primepay, LLC								

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
Primepay, LLC	7/31/2021	7/31/2021	INV-231924-1	Payroll fees July 2021	\$597.00	\$0.00		\$597.00
				<i>Totals for Primepay, LLC</i>	<i>\$597.00</i>	<i>\$0.00</i>		<i>\$597.00</i>
Professional Convergence Solutions, Inc								
Professional Convergence Solutions, Inc	8/15/2021	8/15/2021	PCS0815212	Fix outgoing greeting for phones	\$147.50	\$0.00		\$147.50
				<i>Totals for Professional Convergence Solutions, Inc</i>	<i>\$147.50</i>	<i>\$0.00</i>		<i>\$147.50</i>
Rex Lock & Safe, Inc.								
Rex Lock & Safe, Inc.	8/6/2021	8/6/2021	131394	Keys made	\$32.10	\$0.00		\$32.10
				<i>Totals for Rex Lock & Safe, Inc.</i>	<i>\$32.10</i>	<i>\$0.00</i>		<i>\$32.10</i>
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	8/3/2021	8/3/2021	111752530-001	Landscape supplies	\$442.85	\$0.00		\$442.85
				<i>Totals for Site One Landscape Supply, LLC</i>	<i>\$442.85</i>	<i>\$0.00</i>		<i>\$442.85</i>
Stericycle Inc								
Stericycle Inc	9/1/2021	9/1/2021	3005678202	Medical waste disposal	\$68.25	\$0.00		\$68.25
				<i>Totals for Stericycle Inc</i>	<i>\$68.25</i>	<i>\$0.00</i>		<i>\$68.25</i>
Texas Life Insurance Company								
Texas Life Insurance Company	8/16/2021	8/16/2021	SM0F1B2021081500	Supplemental insurance	\$53.00	\$0.00		\$53.00
				<i>Totals for Texas Life Insurance Company</i>	<i>\$53.00</i>	<i>\$0.00</i>		<i>\$53.00</i>
TRC Environmental Corporation								
TRC Environmental Corporation	8/25/2021	8/25/2021	489489	Planning services through August 20, 2021	\$3,538.24	\$0.00		\$3,538.24
				<i>Totals for TRC Environmental Corporation</i>	<i>\$3,538.24</i>	<i>\$0.00</i>		<i>\$3,538.24</i>
Turf Star, Inc.								
Turf Star, Inc.	8/6/2021	8/6/2021	7186702-00	Landscape tool parts	\$543.19	\$0.00		\$543.19
				<i>Totals for Turf Star, Inc.</i>	<i>\$543.19</i>	<i>\$0.00</i>		<i>\$543.19</i>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	7/22/2021	7/22/2021	072221	Cal Card Stmt end 7/22/21	\$5,041.97	\$0.00		\$5,041.97
				<i>Totals for US Bank - Corp Pmt System CalCard</i>	<i>\$5,041.97</i>	<i>\$0.00</i>		<i>\$5,041.97</i>
Verizon Wireless								
Verizon Wireless	8/1/2021	8/1/2021	9885276778	PW cell phones 7/2/21-8-1/21	\$284.10	\$0.00		\$284.10
				<i>Totals for Verizon Wireless</i>	<i>\$284.10</i>	<i>\$0.00</i>		<i>\$284.10</i>
Warner Brothers Tree Service								
Warner Brothers Tree Service	8/10/2021	8/10/2021	15735	Tree work Samuel Ct, Oakhurst Dr.	\$1,800.00	\$0.00		\$1,800.00
Warner Brothers Tree Service	8/10/2021	8/10/2021	15736	Tree work Lydia Ln trail	\$1,800.00	\$0.00		\$1,800.00
Warner Brothers Tree Service	8/10/2021	8/10/2021	15738	Tree work Stranahan Cir	\$3,000.00	\$0.00		\$3,000.00
Warner Brothers Tree Service	8/10/2021	8/10/2021	15739	Tree work Fire abatement Keller Ridge	\$4,200.00	\$0.00		\$4,200.00
Warner Brothers Tree Service	8/10/2021	8/10/2021	15734	Tree work Stranahan Cir	\$600.00	\$0.00		\$600.00

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 Waraner Brothers Tree Service</i>					<i>\$11,400.00</i>	<i>\$0.00</i>		<i>\$11,400.00</i>
West Coast Surfacing, LLC								
West Coast Surfacing, LLC	8/3/2021	8/3/2021	0070	The Grove Park playgorund rubber repair	\$800.00	\$0.00		\$800.00
West Coast Surfacing, LLC	8/3/2021	8/3/2021	0069	CCP playground rubber repairs	\$800.00	\$0.00		\$800.00
<i>Totals for West Coast Surfacing, LLC</i>					<i>\$1,600.00</i>	<i>\$0.00</i>		<i>\$1,600.00</i>
Western Exterminator								
Western Exterminator	8/4/2021	8/4/2021	17886C	Pest control July 2021	\$439.90	\$0.00		\$439.90
<i>Totals for Western Exterminator</i>					<i>\$439.90</i>	<i>\$0.00</i>		<i>\$439.90</i>
Wex Bank-Fleet Cards								
Wex Bank-Fleet Cards	7/25/2021	7/25/2021	7991290	Fleet fuel through 7/25/21	\$2,369.89	\$0.00		\$2,369.89
Wex Bank-Fleet Cards	8/25/2021	8/25/2021	72991290	Fleet fuel through 8/25/21	\$5,270.35	\$0.00		\$5,270.35
<i>Totals for Wex Bank-Fleet Cards</i>					<i>\$7,640.24</i>	<i>\$0.00</i>		<i>\$7,640.24</i>
Workers.com								
Workers.com	8/6/2021	8/6/2021	130509	Seasonal workers week end 8/1/21	\$1,881.91	\$0.00		\$1,881.91
Workers.com	8/13/2021	8/13/2021	130554	Seasonal workers week end 8/8/21	\$2,012.11	\$0.00		\$2,012.11
Workers.com	8/27/2021	8/27/2021	130650	Seasonal workers week end 8/22/21	\$1,254.62	\$0.00		\$1,254.62
<i>Totals for Workers.com</i>					<i>\$5,148.64</i>	<i>\$0.00</i>		<i>\$5,148.64</i>
Zee Medical Company								
Zee Medical Company	8/20/2021	8/20/2021	724607898	PW First aid cabinet restock	\$85.89	\$0.00		\$85.89
Zee Medical Company	8/20/2021	8/20/2021	724607897	PD First aid cabinet restock	\$43.93	\$0.00		\$43.93
<i>Totals for Zee Medical Company</i>					<i>\$129.82</i>	<i>\$0.00</i>		<i>\$129.82</i>
GRAND TOTALS:					\$351,919.58	\$0.00		\$351,995.20

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Hinderliter de Llamas & Associates	9/8/2021	9/8/2021	SIN011099	Audit svcs Sales Tax Q1 FY 2022	\$1,027.48	\$0.00		\$1,027.48
				Totals for Hinderliter de Llamas & Associates	\$1,027.48	\$0.00		\$1,027.48
Lexipol LLC								
Lexipol LLC	9/11/2021	9/11/2021	INVLEX5941	Local Government Admin Full Implementati	\$9,000.00	\$0.00		\$9,000.00
Lexipol LLC	9/11/2021	9/11/2021	INVLEX5940	Annual Local Govt Manuals/Bulletins	\$3,161.70	\$0.00		\$3,161.70
				Totals for Lexipol LLC	\$12,161.70	\$0.00		\$12,161.70
Menard Consulting, Inc								
Menard Consulting, Inc	9/2/2021	9/2/2021	2100	GASB 75 Actuarial FY 2021	\$200.00	\$0.00		\$200.00
				Totals for Menard Consulting, Inc	\$200.00	\$0.00		\$200.00
Mission Square Retirement								
Mission Square Retirement	9/5/2021	9/5/2021	090521	457 Plan contributions PPE 9/5/21	\$2,209.62	\$0.00		\$2,209.62
				Totals for Mission Square Retirement	\$2,209.62	\$0.00		\$2,209.62
MSR Mechanical, LLC								
MSR Mechanical, LLC	6/15/2021	6/15/2021	SVC001739	Library HVAC service	\$527.17	\$0.00		\$527.17
MSR Mechanical, LLC	6/15/2021	6/15/2021	SVC001740	CH HVAC service	\$2,632.47	\$0.00		\$2,632.47
MSR Mechanical, LLC	6/15/2021	6/15/2021	SVC001738	CH HVAC maintenance	\$350.00	\$0.00		\$350.00
MSR Mechanical, LLC	8/30/2021	8/30/2021	SVC002498	CH HVAC service	\$2,239.41	\$0.00		\$2,239.41
				Totals for MSR Mechanical, LLC	\$5,749.05	\$0.00		\$5,749.05
Municipal Code Corporation								
Municipal Code Corporation	9/9/2021	9/9/2021	00363140	MYMUNICODE 9/1/21-8/31/22	\$995.00	\$0.00		\$995.00
				Totals for Municipal Code Corporation	\$995.00	\$0.00		\$995.00
Nationwide								
Nationwide	9/5/2021	9/5/2021	090521	457 Plan contributions PPE 9/5/21	\$500.00	\$0.00		\$500.00
				Totals for Nationwide	\$500.00	\$0.00		\$500.00
Pacific Office Automation								
Pacific Office Automation	8/25/2021	8/25/2021	216832	Copier usage 7/21/21-8/19/21	\$33.41	\$0.00		\$33.41
				Totals for Pacific Office Automation	\$33.41	\$0.00		\$33.41
Paysafe Payment Processing								
Paysafe Payment Processing	8/31/2021	8/31/2021	August2021	OTC bankcard fee August 2021	\$304.04	\$0.00		\$304.04
Paysafe Payment Processing	8/31/2021	8/31/2021	August2021	Online bankcard fee August 2021	\$187.86	\$0.00		\$187.86
				Totals for Paysafe Payment Processing	\$491.90	\$0.00		\$491.90
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	9/3/2021	9/3/2021	112637029-001	Irrigation parts	\$650.55	\$0.00		\$650.55
				Totals for Site One Landscape Supply, LLC	\$650.55	\$0.00		\$650.55
Sprint Comm (PD)								

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
Sprint Comm (PD)	8/29/2021	8/29/2021	703335311-237	PD cell phones 7/26/21-8/25/21	\$710.72	\$0.00		\$710.72
				<i>Totals for Sprint Comm (PD)</i>	<i>\$710.72</i>	<i>\$0.00</i>		<i>\$710.72</i>
Staples Business Credit								
Staples Business Credit	8/25/2021	8/25/2021	1637459664	Office supplies	\$261.87	\$0.00		\$261.87
				<i>Totals for Staples Business Credit</i>	<i>\$261.87</i>	<i>\$0.00</i>		<i>\$261.87</i>
Sterling Infosystems, Inc								
Sterling Infosystems, Inc	8/31/2021	8/31/2021	8702427	New employee record search August 2021	\$244.69	\$0.00		\$244.69
				<i>Totals for Sterling Infosystems, Inc</i>	<i>\$244.69</i>	<i>\$0.00</i>		<i>\$244.69</i>
Swenson's Mobile Fleet Repair								
Swenson's Mobile Fleet Repair	9/3/2021	9/3/2021	I003488	PW veh service '99 F450	\$503.93	\$0.00		\$503.93
				<i>Totals for Swenson's Mobile Fleet Repair</i>	<i>\$503.93</i>	<i>\$0.00</i>		<i>\$503.93</i>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	8/23/2021	8/23/2021	082321	CalCard stmt end 8/23/21	\$6,309.51	\$0.00		\$6,309.51
				<i>Totals for US Bank - Corp Pmt System CalCard</i>	<i>\$6,309.51</i>	<i>\$0.00</i>		<i>\$6,309.51</i>
Verizon Wireless								
Verizon Wireless	9/1/2021	9/1/2021	9887448428	PW cell phones 8/2/21-9/1/21	\$158.04	\$0.00		\$158.04
				<i>Totals for Verizon Wireless</i>	<i>\$158.04</i>	<i>\$0.00</i>		<i>\$158.04</i>
Wells Fargo Bank (Bond Debt Service)								
Wells Fargo Bank (Bond Debt Service)	9/2/2021	9/2/2021	CLAY 02092021	Lydia Ln Sewer Principal/Interest payment	\$14,298.53	\$0.00		\$14,298.53
				<i>Totals for Wells Fargo Bank (Bond Debt Service)</i>	<i>\$14,298.53</i>	<i>\$0.00</i>		<i>\$14,298.53</i>
Julie Wessman-Carroll								
Julie Wessman-Carroll	9/14/2021	9/14/2021	091221	HH Deposit refund, partial rental refund	\$300.00	\$0.00		\$300.00
				<i>Totals for Julie Wessman-Carroll</i>	<i>\$300.00</i>	<i>\$0.00</i>		<i>\$300.00</i>
Workers.com								
Workers.com	9/3/2021	9/3/2021	130700	Seasonal workers week end 8/29/21	\$2,339.21	\$0.00		\$2,339.21
				<i>Totals for Workers.com</i>	<i>\$2,339.21</i>	<i>\$0.00</i>		<i>\$2,339.21</i>
Yorkshire Roofing								
Yorkshire Roofing	8/5/2021	8/5/2021	BP123-2021	C&D refund	\$1,000.00	\$0.00		\$1,000.00
				<i>Totals for Yorkshire Roofing</i>	<i>\$1,000.00</i>	<i>\$0.00</i>		<i>\$1,000.00</i>
GRAND TOTALS:					\$97,605.75	\$0.00		\$97,605.75

PAY-BL070-008 V7.1
GENRECSM BRANCH 31
CURRENT DATE 08/24/2021

2021-009-01
15:15:00

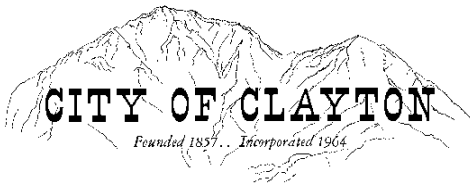
BL070 CITY OF CLAYTON
PAYROLL RECONCILIATION SUMMARY

PAGE 1
PERIOD ENDING 08/22/2021
CHECK DATE 08/27/2021

FEDERAL ID: 94-1568979	EMPLOYER TAX ID	TOTAL GROSS	SUBJECT GROSS	TAXABLE GROSS	RATE %	EMPLOYEE TAX WITHHELD	EMPLOYER TAX	THIRD PARTY SICK	TOTAL TAXES DUE
FEDERAL INC TAX - EMPLOYEE	94-1568979	98,378.30	84,356.42	84,356.42		12,274.16	0.00		12,274.16
SOCIAL SECURITY - EMPLOYEE	94-1568979	98,378.30	94,648.40	208.25	6.2000	12.91	0.00		12.91
MEDICARE - EMPLOYEE	94-1568979	98,378.30	94,648.40	94,648.40	1.4500	1,372.42	0.00		1,372.42
SOCIAL SECURITY - EMPLOYER	94-1568979	98,378.30	94,648.40	208.25	6.2000	0.00	12.91		12.91
MEDICARE - EMPLOYER	94-1568979	98,378.30	94,648.40	94,648.40	1.4500	0.00	1,372.42		1,372.42
FEDERAL SUB-TOTAL						13,659.49	1,385.33		15,044.82
FEDERAL UNEMPLOYMENT TAX	94-1568979	98,378.30	94,648.40	0.00	.6000	0.00	0.00		0.00
STATE INCOME TAX WITHHOLDING									
CA STATE	69813822	98,378.30	84,356.42	84,356.42		4,406.70	0.00		4,406.70
STATE W/H SUB-TOTAL						4,406.70	0.00		4,406.70
STATE UNEMPLOYMENT TAXES (EMPLOYER)									
CA SUTA	69813822	98,378.30	94,648.40	4,917.58	2.6000	0.00	127.86		127.86
SUTA SUB-TOTAL						0.00	127.86		127.86
COUNTY INCOME TAX WITHHOLDING									
COUNTY W/H SUB-TOTAL						0.00	0.00		0.00
CITY WITHHOLDING TAXES									
CITY W/H SUB-TOTAL						0.00	0.00		0.00
ALL OTHER TAXES									
Calif Training		98,378.30	94,648.40	4,917.58	.1000	0.00	4.92		4.92
OTHER W/H SUB-TOTAL						0.00	4.92		4.92
TOTAL TAX LIABILITY						18,066.19	1,518.11		19,584.30
=====									
PAYROLL LIABILITY TOTALS									
TOTAL NET DIRECT DEPOSITS						24	59,453.25		
TOTAL PARTIAL DIRECT DEPOSITS						3	2,200.00		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					61,653.25	**	
TAX LIABILITY FROM ABOVE							19,584.30		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					19,584.30	**	
TOTAL NET CHECKS						3	4,120.53		
TOTAL VENDOR ACH PAYMENTS						10	663.50		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					663.50	**	
GRAND TOTAL PAYROLL CASH							86,021.58		

BL070 CITY OF CLAYTON PAYROLL RECONCILIATION SUMMARY

FEDERAL ID: 94-1568979	EMPLOYER TAX ID	TOTAL GROSS	SUBJECT GROSS	TAXABLE GROSS	RATE %	EMPLOYEE TAX WITHHELD	EMPLOYER TAX	THIRD PARTY SICK	TOTAL TAXES DUE
FEDERAL INC TAX - EMPLOYEE	94-1568979	102,986.88	88,982.99	88,982.99		13,084.84	0.00		13,084.84
SOCIAL SECURITY - EMPLOYEE	94-1568979	102,986.88	99,256.98	2,647.50	6.2000	164.15	0.00		164.15
MEDICARE - EMPLOYEE	94-1568979	102,986.88	99,256.98	99,256.98	1.4500	1,439.27	0.00		1,439.27
SOCIAL SECURITY - EMPLOYER	94-1568979	102,986.88	99,256.98	2,647.50	6.2000	0.00	164.15		164.15
MEDICARE - EMPLOYER	94-1568979	102,986.88	99,256.98	99,256.98	1.4500	0.00	1,439.27		1,439.27
FEDERAL SUB-TOTAL						14,688.26	1,603.42		16,291.68
FEDERAL UNEMPLOYMENT TAX	94-1568979	102,986.88	99,256.98	0.00	.6000	0.00	0.00		0.00
STATE INCOME TAX WITHHOLDING									
CA STATE	69813822	102,986.88	88,982.99	88,982.99		4,594.06	0.00		4,594.06
STATE W/H SUB-TOTAL						4,594.06	0.00		4,594.06
STATE UNEMPLOYMENT TAXES (EMPLOYER)									
CA SUTA	69813822	102,986.88	99,256.98	4,668.50	2.6000	0.00	121.38		121.38
SUTA SUB-TOTAL						0.00	121.38		121.38
COUNTY INCOME TAX WITHHOLDING									
COUNTY W/H SUB-TOTAL						0.00	0.00		0.00
CITY WITHHOLDING TAXES									
CITY W/H SUB-TOTAL						0.00	0.00		0.00
ALL OTHER TAXES									
Calif Training		102,986.88	99,256.98	4,668.50	.1000	0.00	4.67		4.67
OTHER W/H SUB-TOTAL						0.00	4.67		4.67
TOTAL TAX LIABILITY						19,282.32	1,729.47		21,011.79
=====									
PAYROLL LIABILITY TOTALS									
TOTAL NET DIRECT DEPOSITS						29	62,483.82		
TOTAL PARTIAL DIRECT DEPOSITS						3	2,200.00		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					64,683.82	**	
TAX LIABILITY FROM ABOVE							21,011.79		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					21,011.79	**	
TOTAL NET CHECKS						3	4,604.76		
TOTAL VENDOR ACH PAYMENTS						10	663.50		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					663.50	**	
GRAND TOTAL PAYROLL CASH							90,963.87		



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA SCHWARTZ, CITY MANAGER

DATE: September 21, 2021

SUBJECT: RESOLUTION AMENDING THE FY2021/22 CAPITAL IMPROVEMENT PROGRAM (CIP) ESTABLISHING AN FY201/22 CIP FOR ADA CURB RAMP WORK AT \$353,888 (CIP NO. 10453); APPROPRIATING \$98,025 FROM MEASURE J (FUND 220) TO THE NEIGHBORHOOD PAVEMENT PRESERVATION PROJECT (CIP NO. 10449) FOR A REVISED PROJECT COST OF \$1,019,137 TO FULLY FUND THE CONSTRUCTION MANAGEMENT AND DESIGN SUPPORT SERVICES FOR THE PROJECT; AND APPROVING LETTER AGREEMENTS WITH HARRIS & ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND DESIGN SUPPORT SERVICES FOR BOTH PROJECTS

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution amending the Capital Improvement Program (CIP) to separate the ADA Curb Ramp work in the amount of \$353,888 into a separate CIP (CIP No. 10453) from the Neighborhood Pavement Preservation Project (CIP No. 10449); appropriating \$98,025 from Measure J (Fund 220) to the Neighborhood Pavement Preservation Project to fully fund the construction management and design support services for the project from Harris & Associates.

BACKGROUND

Included in the FY2020/21 and FY2021/22 Capital Improvement Program (CIP) budgets is a Neighborhood Pavement Preservation project (CIP No. 10449) that is intended to elevate neighborhood streets to a Pavement Condition Index (PCI) of 80 or greater (where a PCI score of 100 is equivalent to a brand-new street). The project consists of two components: ADA Curb Ramp work and street paving work. The construction contracts for both components were approved by the City Council at the July 20, 2021 meeting.

DISCUSSION

In preparing for the construction work, a few administrative and funding changes have arisen that require City Council approval.

1. For appropriate project cost tracking, the two construction contracts should be split into separate projects. The attached resolution establishes an ADA Curb Ramp Project CIP (CIP No. 10453) with funding of \$353,888; reducing funding in the original project (CIP No. 10449) by the same amount.
2. At the time the CIP budget was established in June 2021, staff did not have a complete cost estimate for construction management (CM) and design support during construction (DSDC) services required to complete the projects. Now that staff has received the CM/DSDC estimates, additional funding is needed to complete the projects. The overall budget established in June 2021 was \$1,275,000. The total required amount is \$1,373,025, and increase of \$98,025. Funding is available from Measure J for this purpose.
3. Under our agreement with Harris & Associates, CIP management and inspection services are not included in our retainer, but are billed on an hourly basis in accordance with the fee schedule associated with the agreement.

FISCAL IMPACT

The adopted budget for the Neighborhood Pavement Preservation Project is \$1,275,000. Additional funding of \$98,025 from Measure J funds is required to fully fund both construction, construction management and design support services for both projects for a total cost of \$1,373,025.

Attachments:

1. Resolution
2. Letter Agreements with Harris & Associates for Construction Management and Design Support Services for the ADA Curb Ramp Project (CIP No. 10453) and the Neighborhood Pavement Preservation Project (CIP No. 10449)

RESOLUTION NO. ###-2021

RESOLUTION AMENDING THE FY2021/22 CAPITAL IMPROVEMENT PROGRAM (CIP) ESTABLISHING AN FY201/22 CIP FOR ADA CURB RAMP WORK AT \$353,888 (CIP NO. 10453); APPROPRIATING \$98,025 FROM MEASURE J (FUND 220) TO THE NEIGHBORHOOD PAVEMENT PRESERVATION PROJECT (CIP NO. 10449) FOR A REVISED PROJECT COST OF \$1,019,137 TO FULLY FUND THE CONSTRUCTION MANAGEMENT AND DESIGN SUPPORT SERVICES FOR THE PROJECT; AND APPROVING LETTER AGREEMENTS WITH HARRIS & ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND DESIGN SUPPORT SERVICES FOR BOTH PROJECTS

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

WHEREAS, the City of Clayton Neighborhood Pavement Preservation Project – CIP No. 10449 (“Clayton Project”) was awarded on July 20, 2021 as a single project with separate contracts for ADA Curb Ramp work and Street Paving work;

WHEREAS, for appropriate project cost tracking the two construction contracts should be split into separate projects; and

WHEREAS, the City’s agreement with Harris & Associates, CIP management and inspection services are not included in our retainer, but are billed on an hourly basis in accordance with the fee schedule associated with the agreement.

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

BE IT FURTHER RESOLVED:

1. The ADA Curb Ramp Project CIP (CIP No. 10453) is hereby established with funding of \$353,888; reducing funding in the original Neighborhood Pavement Preservation project (CIP No. 10449) by the same amount.
2. A total of \$98,025 is appropriated to the Neighborhood Paving Project from Measure J fund balance for a total cost of \$1,019,137 for CIP 10449.
3. The letter agreements between the City and Harris & Associates for construction management and design support during construction for CIP 10449 and CIP 10453 attached as Exhibit A are hereby approved.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 21st day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk



August 23, 2021

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

**Re: Proposal for Design Services During Construction and
Construction Inspection and Management
FISCAL YEAR 2020/2021 CURB RAMP PROJECT**

Dear Reina,

Thank you for inviting Harris & Associates to provide this fee estimate for a task order under our on call engineering and inspection services for the above mentioned project. Harris & Associates has detailed our proposed scope of work, fee, and schedule below.

SCOPE OF WORK – DESIGN SUPPORT DURING CONSTRUCTION

Harris & Associates (Harris) understands the City's objectives are to have Harris:

- Provide design support during construction for the planned work as directed by the City.
- Work may include reviewing shop drawings, responding to request for information from the contractor, answering contractor's questions, conducting site visits, change order assistance, and preparing record drawings.

Harris' proposed services will include:

- **Project Management** – Provide project management and administration for proper planning, filing, execution, monitoring, quality control and reporting of this project. Prepare a brief monthly progress summary letter report for attachment to the monthly invoice to track status of budget expenditures.
Deliverable(s) – Monthly progress reports.
- **Preconstruction Conference** – If desired by the City, attend pre-construction meeting.
Deliverable(s) – Input at the meeting.
- **Weekly Construction Meetings** – Participate in weekly tailgate meetings as requested.
Deliverable(s) – Input at meetings.
- **Review Shop Drawings** – Review shop drawings submitted by the contractor during the construction period and provide written review comments.
Deliverable(s) – Written review comments on contractor's shop drawings.



- **Respond to RFIs** – Respond to requests for information (RFIs) submitted by the contractor during the construction period.
Deliverable(s) – Written response to contractor's RFIs.
- **Respond to Questions** – Provide clarifications and respond to contractor's questions related to design during the construction phase.
Deliverable(s) – Written response to contractor's questions related to design
- **Change Order Assistance** – Review change order proposals from the Contractor and if necessary, prepare changes to design documents related to the change orders.
Deliverable(s) – Change order review and design document changes
- **Conduct Site Visits** – Visit the construction site either at the City's request to resolve any unforeseen circumstances or during specific major construction activities.
Deliverable(s) – None.
- **Prepare Record Drawings** – Provide the City with record drawings after construction completion. Following contract closeout, prepare record drawings reflecting as-built conditions (field changes and clarifications) noted by the City's construction manager and the contractor. Field verification of as-built conditions will not be performed and will rely solely on the information provided by the City's construction manager and contractor as the basis for preparing the record drawings.
Deliverable(s) – Record Drawings.

SCOPE OF WORK – CONSTRUCTION INSPECTION AND MANAGEMENT

Harris & Associates (Harris) understands the City's objectives are to have Harris:

- Provide construction inspection duties for the planned work (single person) as directed by the City.
- Provide part-time construction management oversight duties directly related to Harris' onsite inspection activities. These duties may involve occasional site visits and client meetings.
- Work may entail some level of overtime for limited periods of time.
- Work schedule may be affected by weather (rain).

Harris' proposed services will include:

- **Preconstruction Conference** – If desired by the City, participate a meeting with the both the City, the Contractor(s) to outline project specifics. This meeting will discuss of project communications and administrative procedures, construction schedules, and Harris' role in the project.
Deliverable(s) – Meeting minutes.
- **Management Information System** – Implement a filing system for organizing, tracking, and managing paper correspondence including formal correspondence, emails, information requests, submittals, contracts, reports and so forth.
Deliverable(s) – Paper files, correspondence, photos, logs, etc.



- **Submittal Coordination** – If requested, assist the City in the review of contractor submittals.
Deliverable(s) – Submittal transmittals, logs and review notes.
- **Weekly Construction Meetings** – Participate in weekly tailgate meetings to discuss background, scope, objectives, schedule, current and past issues, as necessary.
Deliverable(s) – Meeting minutes and notes.
- **Issues Management** – Identify issues, seek appropriate advice from the City and make recommendations regarding means of resolution. Assist City in change order generation.
Deliverable(s) – Maintain logs for field clarifications and contract change orders as needed
- **Schedule Monitoring** – Monitor contractor's schedule weekly and notify City of any actual or potential deviations from schedule as submitted to City. Notify Contractor to correct noncompliance with their schedule.
Deliverable(s) – Schedule review reports and recommendations of needs for schedule adjustments.
- **Cost Control** – Monitor project budget if requested by the City. Assist City (if requested) in preparation of supporting documentation in the event of contract change orders or the need for authorization of project budget amendments.
Deliverable(s) – Budget review reports, cost estimate reviews, findings and recommendations.
- **Quality Assurance Inspection & Materials Testing Coordination** – Observe and monitor all aspects of construction. Notify contractor when work is not in compliance with contract documents. Prepare daily inspection reports to document construction progress. Ensure third-party material sampling and testing is scheduled and performed in accordance with contract documents. Review third-party testing results if requested by City.
Deliverable(s) – Daily Inspector Diary/Reports and digital photography.
- **Permit and Labor Compliance** -- If requested by City, review and enforce requirements stipulated in permits issued by regulatory and environmental agencies and State Wage agencies, as needed. Observe and report to City regarding SWPPP and BMP compliance if requested. Prepare prevailing wage reporting documents.
Deliverable(s) – Daily inspection reports and correspondence. Routine SWPPP discussion in reports.
- **Final Documentation Walk-Through and Punch List** – Make final inspections and prepare punch list as appropriate. Verify that any required certificates of compliance, project documentation and as-built drawings have been delivered.
Deliverable(s) – Punch list and as-built drawings.



BUDGET AND SCHEDULE

Harris & Associates will provide inspection services and project meetings for the proposed budget amount of \$55,150 as shown in the attached table. We have priced our proposed work based upon the below schedule and contract value.

For the curb ramp project, our understanding of the project schedule is a 30 working day duration with expected notice to proceed in September of 2021. The construction bid cost of the work is \$288,738.

CLARIFICATION

Harris & Associates proposal is limited to the Harris staff services. Third party testing labs and other specialty needs are excluded and are assumed to be available via other on-call consultants to the city.

Thank you for this opportunity to team with you and the City of Clayton on this task. If you have any questions regarding this matter, please contact me via email at john.kuprenas@weareharris.com.

Sincerely,
Harris & Associates

John Kuprenas, P.E., PMP, CCM
Division President, PM/CM

Sincerely,
Harris & Associates

Zaheer Shaikh, P.E., PMP
Director, Engineering Services

Authorization to Proceed:

Reina Schwartz
City Manager
City of Clayton

Date



Harris & Associates

FEE WORKSHEET

Harris & Associates Fee Proposal						
Construction Management and Inspection Services						
Design Services During Construction						
Fiscal Year 2020/2021 Curb Ramp Project						
August 17, 2021						
Project Schedule						
			Aug	Sep	Oct	
Working Days (WD)			23	21	21	
Calendar days			30	31	31	
Pavement Preservation Project		Project work days	0	21	9	30 <- total WD
		Pre-Construction				
		Construction				
		Closeout				
Estimated Fees						
Positions	Rate	Aug	Sep	Oct	Hours	Fee
Contract Manager	\$250.00	2	2	2	6	\$ 1,500
Construction Manager	\$210.00	8	16	16	40	\$ 8,400
Construction Inspector	\$190.00	0	63	27	90	\$ 17,100
Construction Field Engineer	\$150.00	16	8	8	32	\$ 4,800
Labor Compliance / Construction Administration	\$125.00	8	8	8	24	\$ 3,000
Design Project Manager	\$250.00	4	4	4	12	\$ 3,000
Design Project Engineer	\$170.00	32	16	32	80	\$ 13,600
Monthly Subtotal Hours		70	117	97	284	
Total Harris Labor Fee					\$	51,400
Materials Testing	NA	NA	consultant will use city's existing on-call		\$	-
Vehicle	Truck	\$125/day	\$ -	\$ 2,625	\$ 1,125	\$ 3,750
Total other direct costs					\$	3,750
Total Estimated Fee					\$	55,150
Two Projects Construction Cost					\$	288,738
						19.10%
Notes and Assumptions:						
Assume construction NTP is early September 2021						
Holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days) and Christmas						
Should actual schedule require more or less inspection services than proposed, adjustments to this estimate will be required.						
Overtime, weather, holidays and potential time extensions or delays will result in additional construction management / inspection (premium time) efforts						



August 23, 2021

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

**Re: Proposal for Design Services During Construction and
Construction Inspection and Management
FISCAL YEAR 2020-21 PAVEMENT PRESERVATION PROJECT**

Dear Reina,

Thank you for inviting Harris & Associates to provide this fee estimate for a task order under our on call engineering and inspection services for the above mentioned projects. Harris & Associates has detailed our proposed scope of work, fee, and schedule below.

SCOPE OF WORK – DESIGN SUPPORT DURING CONSTRUCTION

Harris & Associates (Harris) understands the City's objectives are to have Harris:

- Provide design support during construction for the planned work as directed by the City.
- Work may include reviewing shop drawings, responding to request for information from the contractor, answering contractor's questions, conducting site visits, change order assistance, and preparing record drawings.

Harris' proposed services will include:

- **Project Management** – Provide project management and administration for proper planning, filing, execution, monitoring, quality control and reporting of this project. Prepare a brief monthly progress summary letter report for attachment to the monthly invoice to track status of budget expenditures.
Deliverable(s) – Monthly progress reports.
- **Preconstruction Conference** – If desired by the City, attend pre-construction meeting.
Deliverable(s) – Input at the meeting.
- **Weekly Construction Meetings** – Participate in weekly tailgate meetings as requested.
Deliverable(s) – Input at meetings.
- **Review Shop Drawings** – Review shop drawings submitted by the contractor during the construction period and provide written review comments.
Deliverable(s) – Written review comments on contractor's shop drawings.



- **Respond to RFIs** – Respond to requests for information (RFIs) submitted by the contractor during the construction period.
Deliverable(s) – Written response to contractor's RFIs.
- **Respond to Questions** – Provide clarifications and respond to contractor's questions related to design during the construction phase.
Deliverable(s) – Written response to contractor's questions related to design
- **Change Order Assistance** – Review change order proposals from the Contractor and if necessary, prepare changes to design documents related to the change orders.
Deliverable(s) – Change order review and design document changes
- **Conduct Site Visits** – Visit the construction site either at the City's request to resolve any unforeseen circumstances or during specific major construction activities.
Deliverable(s) – None.
- **Prepare Record Drawings** – Provide the City with record drawings after construction completion. Following contract closeout, prepare record drawings reflecting as-built conditions (field changes and clarifications) noted by the City's construction manager and the contractor. Field verification of as-built conditions will not be performed and will rely solely on the information provided by the City's construction manager and contractor as the basis for preparing the record drawings.
Deliverable(s) – Record Drawings.

SCOPE OF WORK – CONSTRUCTION INSPECTION AND MANAGEMENT

Harris & Associates (Harris) understands the City's objectives are to have Harris:

- Provide construction inspection duties for the planned work (single person) as directed by the City.
- Provide part-time construction management oversight duties directly related to Harris' onsite inspection activities. These duties may involve occasional site visits and client meetings.
- Work may entail some level of overtime for limited periods of time.
- Work schedule may be affected by weather (rain).

Harris' proposed services will include:

- **Preconstruction Conference** – If desired by the City, participate a meeting with the both the City, the Contractor(s) to outline project specifics. This meeting will discuss of project communications and administrative procedures, construction schedules, and Harris' role in the project.
Deliverable(s) – Meeting minutes.
- **Management Information System** – Implement a filing system for organizing, tracking, and managing paper correspondence including formal correspondence, emails, information requests, submittals, contracts, reports and so forth.
Deliverable(s) – Paper files, correspondence, photos, logs, etc.



- **Submittal Coordination** – If requested, assist the City in the review of contractor submittals.
Deliverable(s) – Submittal transmittals, logs and review notes.
- **Weekly Construction Meetings** – Participate in weekly tailgate meetings to discuss background, scope, objectives, schedule, current and past issues, as necessary.
Deliverable(s) – Meeting minutes and notes.
- **Issues Management** – Identify issues, seek appropriate advice from the City and make recommendations regarding means of resolution. Assist City in change order generation.
Deliverable(s) – Maintain logs for field clarifications and contract change orders as needed
- **Schedule Monitoring** – Monitor contractor's schedule weekly and notify City of any actual or potential deviations from schedule as submitted to City. Notify Contractor to correct noncompliance with their schedule.
Deliverable(s) – Schedule review reports and recommendations of needs for schedule adjustments.
- **Cost Control** – Monitor project budget if requested by the City. Assist City (if requested) in preparation of supporting documentation in the event of contract change orders or the need for authorization of project budget amendments.
Deliverable(s) – Budget review reports, cost estimate reviews, findings and recommendations.
- **Quality Assurance Inspection & Materials Testing Coordination** – Observe and monitor all aspects of construction. Notify contractor when work is not in compliance with contract documents. Prepare daily inspection reports to document construction progress. Ensure third-party material sampling and testing is scheduled and performed in accordance with contract documents. Review third-party testing results if requested by City.
Deliverable(s) – Daily Inspector Diary/Reports and digital photography.
- **Permit and Labor Compliance** -- If requested by City, review and enforce requirements stipulated in permits issued by regulatory and environmental agencies and State Wage agencies, as needed. Observe and report to City regarding SWPPP and BMP compliance if requested. Prepare prevailing wage reporting documents.
Deliverable(s) – Daily inspection reports and correspondence. Routine SWPPP discussion in reports.
- **Final Documentation Walk-Through and Punch List** – Make final inspections and prepare punch list as appropriate. Verify that any required certificates of compliance, project documentation and as-built drawings have been delivered.
Deliverable(s) – Punch list and as-built drawings.



BUDGET AND SCHEDULE

Harris & Associates will provide inspection services and project meetings for the proposed budget amount of \$120,260 shown in the attached table. We have priced our proposed work based upon the below schedule and contract value.

For the paving preservation project, our understanding of the project schedule is also a 40 working day duration with expected notice to proceed in September of 2021. The construction bid cost of the work is \$898,877.

CLARIFICATION

Harris & Associates proposal is limited to the Harris staff services. Third party testing labs and other specialty needs are excluded and are assumed to be available via other on-call consultants to the city.

Thank you for this opportunity to team with you and the City of Clayton on this task. If you have any questions regarding this matter, please contact me via email at john.kuprenas@weareharris.com.

Sincerely,
Harris & Associates

John Kuprenas, P.E., PMP, CCM
Division President, PM/CM

Sincerely,
Harris & Associates

Zaheer Shaikh, P.E., PMP
Director, Engineering Services

Authorization to Proceed:

Reina Schwartz
City Manager
City of Clayton

Date



Harris & Associates

FEE WORKSHEET

Harris & Associates Fee Proposal						
Construction Management and Inspection Services						
Design Services During Construction						
Fiscal Year 2020/2021 Pavement Preservation Project						
August 17, 2021						
Project Schedule						
			Aug	Sep	Oct	
Working Days (WD)			23	21	21	
Calendar days			30	31	31	
Pavement Preservation Project			0	21	19	40 <- total WD
Pre-Construction						
Construction						
Closeout						
Estimated Fees						
Positions	Rate	Aug	Sep	Oct	Hours	Fee
Contract Manager	\$250.00	6	6	6	18	\$ 4,500
Construction Manager	\$210.00	16	32	32	80	\$ 16,800
Construction Inspector	\$190.00	0	105	95	200	\$ 38,000
Construction Field Engineer	\$150.00	32	48	48	128	\$ 19,200
Labor Compliance / Construction Administration	\$125.00	16	16	16	48	\$ 6,000
Design Project Manager	\$250.00	12	12	12	36	\$ 9,000
Design Project Engineer	\$170.00	32	48	48	128	\$ 21,760
Monthly Subtotal Hours		114	267	257	638	
Total Harris Labor Fee						\$ 115,260
Materials Testing	NA	NA	consultant will use city's existing on-call			\$ -
Vehicle	Truck	\$125/day	\$ -	\$ 2,625	\$ 2,375	\$ 5,000
Total other direct costs						\$ 5,000
Total Estimated Fee						\$ 120,260
Two Projects Construction Cost						\$ 898,877
						13.38%
Notes and Assumptions:						
Assume construction NTP is early September 2021						
Holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days) and Christmas						
Should actual schedule require more or less inspection services than proposed, adjustments to this estimate will be required.						
Overtime, weather, holidays and potential time extensions or delays will result in additional construction management / inspection (premium time) efforts						



AGENDA REPORT

TO: Honorable Mayor and Councilmembers

FROM: Reina Schwartz, City Manager

DATE: September 21, 2021

SUBJECT: Receive and File Letters of Support for Assembly Bill 361 (Rivas) As Amended September 3, 2021 – Open Meetings During Declared State of Emergency

RECOMMENDATION

Receive and file.

BACKGROUND

Under the City's Legislative Policy (11/17/2020), letters in alignment with City priorities or that support community general welfare are authorized to be prepared by staff for the Mayor's signature. These letters are then placed on the City Council's Consent Agenda. If there is sufficient time, the letter shall be placed on the Consent Agenda prior to sending. If the letter/issue is time-sensitive, the letter may be sent and followed up by an informational item on the Council Consent Agenda.

DISCUSSION

On September 8, 2021, the City received a request from Cal Cities for support letters for AB 361 (Rivas), as amended September 3, 2021. AB 361 would allow local agencies to meet remotely under modified Brown Act requirements during state of emergencies to continue to provide essential local services. Specifically, it would codify the current Executive Orders which allow for fully remote public meetings during the COVID-19 pandemic emergency. This was an urgent, time-sensitive request as the bill was set for hearing on September 9, 2021, with the overall legislative session ending prior to this Council meeting on September 21, 2021.

FISCAL IMPACT

None.

Attachments: - Letters of Support for AB 361 to Assemblymember Grayson and Senator Glazer



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
CARL "CW" WOLFE, MAYOR
PETER CLOVEN, VICE MAYOR
JIM DIAZ, COUNCILMEMBER
HOLLY TYLLMAN, COUNCILMEMBER
JEFF WAN, COUNCILMEMBER

September 8, 2021

The Honorable Timothy S. Grayson
California State Assembly
State Capitol, Room 4164
Sacramento, CA 95814

**Re: AB 361 (Rivas, Robert) Open Meetings. Local Agencies. Teleconferences.
Notice of SUPPORT (As amended on 9/3/2021)**

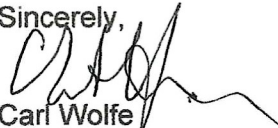
Dear Assemblymember Grayson,

The City of Clayton is pleased to support AB 361, which would allow local agencies to meet remotely under modified Brown Act requirements during state of emergencies to continue to provide essential local services. Public access and participation remain a core value of local democracy, and the City of Clayton has risen to this challenge and are engaging and listening to the public in a new, digital environment.

The City of Clayton urgently needs AB 361 to pass, so our city's Brown Act bodies can continue to provide essential services while prioritizing health and safety of our residents and ensuring government transparency, access, and public engagement. The ability to have fully digital meetings during this pandemic, and during emergencies in general, means that we can continue to hear from our community even when physical presence cannot be safely provided. In fact, during the COVID-19 pandemic, the City of Clayton has seen increased public participation in our fully digital meetings; more residents have been able to participate, increasing the level of engagement in our community.

Due to the increased spread of COVID-19 and the uncertainty that COVID-19 variants present, our city needs to retain the ability and flexibility to continue to conduct meetings in a safe manner. AB 361 would give our city the much-needed continued flexibility. For these reasons, the City of Clayton supports AB 316.

Sincerely,


Carl Wolfe
Mayor, City of Clayton

cc: The Honorable Robert Rivas
Sam Caygill, East Bay Division, League of California Cities, scaygill@calcities.org
League of California Cities, cityletters@calcities.org

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



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
CARL "CW" WOLFE, MAYOR
PETER CLOVEN, VICE MAYOR
JIM DIAZ, COUNCILMEMBER
HOLLY TILLMAN, COUNCILMEMBER
JEFF WAN, COUNCILMEMBER

September 8, 2021

The Honorable Steven M. Glazer
California State Senate
State Capitol, Room 5108
Sacramento, CA 95814

**Re: AB 361 (Rivas, Robert) Open Meetings. Local Agencies. Teleconferences.
Notice of SUPPORT (As amended on 9/3/2021)**

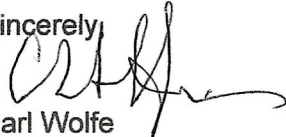
Dear Senator Glazer,

The City of Clayton is pleased to support AB 361, which would allow local agencies to meet remotely under modified Brown Act requirements during state of emergencies to continue to provide essential local services. Public access and participation remain a core value of local democracy, and the City of Clayton has risen to this challenge and are engaging and listening to the public in a new, digital environment.

The City of Clayton urgently needs AB 361 to pass, so our city's Brown Act bodies can continue to provide essential services while prioritizing health and safety of our residents and ensuring government transparency, access, and public engagement. The ability to have fully digital meetings during this pandemic, and during emergencies in general, means that we can continue to hear from our community even when physical presence cannot be safely provided. In fact, during the COVID-19 pandemic, the City of Clayton has seen increased public participation in our fully digital meetings; more residents have been able to participate, increasing the level of engagement in our community.

Due to the increased spread of COVID-19 and the uncertainty that COVID-19 variants present, our city needs to retain the ability and flexibility to continue to conduct meetings in a safe manner. AB 361 would give our city the much-needed continued flexibility. For these reasons, the City of Clayton supports AB 316.

Sincerely,


Carl Wolfe
Mayor, City of Clayton

cc: The Honorable Robert Rivas
Sam Caygill, East Bay Division, League of California Cities, scaygill@calcities.org
League of California Cities, cityletters@calcities.org

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

KAIA BROGAN
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Responsibility"
August and September 2021

ETHAN WHITE
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Responsibility"
August and September 2021

ANATALIA JOVITA "AJ" ESVER
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Responsibility"
August and September 2021

JESSIE THOMPSON

for

"Doing the Right Thing"

at

Diablo View Middle School

by exemplifying great "Responsibility"

August and September 2021

declaring
September 15 – October 15
as
“Hispanic Heritage Month”

Whereas, Hispanic Heritage Week was first proclaimed by President Lyndon B. Johnson in 1968, as Presidential Proclamation 3869; and

Whereas, in 1988, the commemorative week was expanded to a month (September 15 to October 15) also by legislation and signed into law by President Ronald Reagan; and

Whereas, September 15 was chosen as the starting point for the commemoration as the anniversary of independence of five Hispanic countries: Guatemala, El Salvador, Honduras, Nicaragua and Costa Rica, who all declared independence in 1821; and

Whereas, Mexico, Chile and Belize celebrate their independence days on September 16, September 18, and September 21 respectively; and

Whereas, Presidents Nixon, Ford, Carter and Reagan gave annual proclamations for Hispanic Heritage Week between 1969 and 1988; and

Whereas, National Hispanic Heritage Month was first proclaimed by President George H. W. Bush on September 14, 1989, as Presidential Proclamation 6021; and

Whereas, since 1989, all Presidents have given a Presidential Proclamation to mark Hispanic Heritage Month to recognize the many contributions of all Americans of Hispanic heritage; and

Whereas, the United States Census Bureau indicates nearly 11% of Clayton’s inclusive population is Hispanic or Latino; and

Whereas, during Hispanic Heritage Month, the uniformed Armed Services of the United States commemorate the long-standing and remarkable contributions that Hispanics have made in building and defending our Nation; and

Whereas, Hispanic Americans’ military service dates back to the Civil War; and

Whereas, National Hispanic Heritage Month is a time for the United States Military to honor both fallen and active duty Hispanic Americans' who served in the Armed Forces; and

Whereas, sixty-one people of Hispanic heritage have been awarded the Medal of Honor, two were presented to members of the Navy, 13 to members of the U.S. Marine Corps and 46 to members of the U.S. Army.

Now, Therefore, I, Carl Wolfe, Mayor, and on behalf of the entire Clayton City Council, proclaim September 15 to October 15, as Hispanic Heritage Month in Clayton, CA and I call this observance to the attention of all of our citizens.

declaring
September 17
as

"Constitution Day and Citizenship Day"

WHEREAS, on September 17, 1787, the Founding Fathers signed the U.S. Constitution; and

WHEREAS, for the last 234 years, the Constitution has served as the supreme law of the land; and

WHEREAS, the Constitution, along with the Bill of Rights and other amendments, define our government and guarantee our rights.; and

WHEREAS, each year, on September 17, Americans celebrate Constitution Day and Citizenship Day; and

WHEREAS, in addition, September 17-23 is also recognized as Constitution Week.

NOW, THEREFORE, I, Carl Wolfe, Mayor, on behalf of the Clayton City Council, do hereby proclaim September 17 as "Constitution Day and Citizenship Day" in the City of Clayton, California, and ask our citizens to reflect on the rights and responsibilities of citizenship and what it means to be a U.S. citizen.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Reina Schwartz, City Manager

DATE: September 21, 2021

SUBJECT: Approve an Upgrade to Audio-Visual Equipment in Hoyer Hall in the amount of \$40,000, Appropriate Funding from Comcast PEG (Public Education and Government Access) Grant Funds (Fund 230, Project number 5051) to Fund the Upgrade, and Provide Direction to Staff Regarding Holding a Fully Virtual City Council Meeting on October 5, 2021 as Authorized Under AB 361

RECOMMENDATION

It is recommended the City Council approve by Minute Order the upgrade of audio-visual equipment for Hoyer Hall to facilitate a return to in-person meetings with more options for virtual participation in the amount of \$40,000 and appropriate funding in that amount from Comcast PEG (Public Education and Government Access) grant funds (Fund 230, Project number 5051). Further, it is recommended that the City Council discuss and provide direction to staff regarding whether to hold a fully virtual City Council meeting on October 5, 2021 as authorized under AB 361, which was signed by Governor Newsom and went into effect immediately.

BACKGROUND

Clayton Municipal Code Section 2.04.010 specifies the regular public meetings of the Clayton City Council shall be held on the first and third Tuesdays of each and every month.

At its meeting of June 15, 2021 City Council briefly discussed some options of conducting a hybrid meeting when the City Council could return to in-person meetings as the State and County continue to open up.

Staff received a quote on August 31, 2021 from Digital Services in the amount of \$39,934.88 providing an update to the out-of-date A/V equipment at Hoyer Hall. The current contract IT technician and A/V technician met to discuss the equipment functionality and agreed this is the best solution to improve functionality and offer the option to conduct hybrid meetings as needed or desired.

Subject: Approve an Upgrade to Audio-Visual Equipment in Hoyer Hall in the amount of \$40,000, Appropriate Funding from Comcast PEG (Public Education and Government Access) Grant Funds (Fund 230, Project number 5051) to Fund the Upgrade, and Provide Direction to Staff Regarding Holding a Fully Virtual City Council Meeting on October 5, 2021 as Authorized Under AB 361

Date: September 21, 2021

Page 2 of 2

In the attached quote, all equipment with the exception of the Shure Microphones has been ordered and will be installed as soon as possible in Hoyer Hall. Technical staff will also be trained on how to use the equipment and software.

It is anticipated that the City Council may begin meeting in person again as soon as October 5, 2021. Approving the upgrade of equipment will provide the City with the most flexibility to accommodate virtual participation and/or conduct hybrid in-person/virtual meetings.

AB 361 was recently passed by the State Legislature and signed by Governor Newsom and went into effect immediately. AB 361 would essentially continue many of the provisions related to Brown Act requirements, currently in place under Executive Orders, now set to expire September 30, 2021. Since AB 361 has been signed into law, the City could continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over or measures to promote social distancing are no longer recommended, or could return to in-person or hybrid in-person/virtual meetings sooner if desired. Staff is requesting City Council direction on future meetings, particularly the meeting of October 5, 2021.

FISCAL IMPACT

Funding to support this equipment upgrade is available from Comcast PEG grant funds (Fund 230, Project 5051). These funds are intended to support improved access to government services and are an appropriate source for this project. There is currently anticipated to be a year-end fund balance of \$141,058, which is sufficient to fund this project.

Attachment: 1. Proposal

September 2, 2021

City of Clayton
6000 Heritage Trail
Clayton, CA 93703

RE: Hoyer Hall Audio, Video, and Network Upgrade Project

This proposal is for the upgrade of video, audio, and networking equipment required for hybrid Zoom meetings in Hoyer Hall. This proposal includes all necessary hardware, installation, and staff training. We intend to complete this project, except for the Shure Microflex Complete system, before October 5, 2021.

Scope of Work

- Remove all old equipment from the existing system
- Install new networking system including a dual-cell based wireless router with network smoothing for a stable streaming
- Reconfigure existing Sony PTZ cameras
- Install new digital video system, incorporating existing Sony cameras
- Install (2) 55 inch monitors to two walls (front/back) in Hoyer Hall
- Install new Shure Microflex Complete Conference system
- Install new wireless hand-held microphones
- Test all systems, including Zoom meeting integration
- Train production staff on system operation

Provisions:

Due to the current global pandemic, supply chains for certain key equipment will delay the audio upgrade portion of this proposal. We anticipate the Shure Microflex Complete system to be back in stock by 11/29/21.

Details of Quote:

Department	Item Description	
Network	Pepwave MAX Transit Duo Router With 2 x Cat 6 LTE Advanced Modems with PrimeCare	\$878.90
Network	WAN Smoothing SpeedFusion Cloud & Hardware Warranty per year	\$218.90
Network	TP-Link 24 Port Gigabit Ethernet Switch	\$77.00
Network	Tmobile Account	\$990.00
Network	AT&T Mobile Account per year	\$990.00
Network	Sales Tax	\$93.20
Network	Installation	\$975.00
Network	Sub Total	\$4,223.00
Video	Blackmagic Design ATEM Mini Pro	\$544.50
Video	Blackmagic Design ATEM Mini Extreme Switcher	\$1,072.50
Video	(4) Blackmagic Design Micro Converter SDI to HDMI 3G	\$286.00
Video	(1) Blackmagic Design HyperDeck Studio HD Plus	\$750.00
Video	(3) Dell 27" monitors with dual inputs and Speakers	\$726.00

Video	(2) Dell Optiplex 3050 PC - Intel Core i7 16gb/256gb	\$990.00
Video	(3) Monitor Mount Desk Stand	\$132.00
Video	Adobe Photoshop cc 2021 Full Version lifetime Activation	\$54.99
Video	(3) HDMI Splitters	\$100.00
Video	(2) TCL 55S425 55 inch 4K Smart LED TV	\$1,144.00
Video	PERLESMITH Heavy Duty TV Wall Mount for Most 32-55 in	\$60.00
Video	HDMI and LAN Cables	\$110.00
Video	(2) JTECH HDMI JTECH-WEX200V3 Transmitter and (3) Receivers	\$560.00
Video	Logitech MX Master 3 Advanced Wireless Mouse	\$218.90
Video	System training for operator	\$750.00
Video	Sales Tax	\$658.02
Video	Installation	\$5,400.00
Video	Sub Total	\$13,556.91
Audio	Shure Microflex® Complete Wireless Conference System: (9) channel MXCW640 Wireless Conference Desk Units with 16" Dualflex Gooseneck condenser microphones, MXCWAPT Access Point Transceiver, MXCWNC5 10 Bay Charging station, SB930 Rechargeable Batteries	\$16,990.00
Audio	Wire and patch cables	\$100.00
Audio	VocoPro UHF-5805-9 Professional Rechargeable 4-Channel UHF Wireless Handheld Mic System X 3 (8 channels)	\$1,320.00
Audio	Sales Tax	\$1,794.98
Audio	Installation	\$1,950.00
Audio	Sub Total	\$22,154.98
	Total	\$39,934.88

Terms:

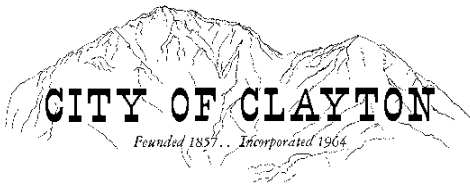
Due to the rapid turnaround of this project, we would prefer the terms to be all in-stock hardware and 50% of installation due at project inception. Note: The cell accounts will be monthly and therefore they will be connected to the Clayton CAL card.

All In-stock Hardware and 50% of installation	\$14,100.00
Shure System & Installation Due 11/1/21	\$18,940.00
Estimated balance due 10/1/21	\$6,894.88

Paul Jacobsohn

Digital Services | email: paul@digitalsvcs.com
3377 Deer Valley Road | Antioch, CA 94531





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA SCHWARTZ, CITY MANAGER

DATE: September 21, 2021

SUBJECT: AMERICAN RESCUE PLAN ACT UPDATE AND RATIFICATION OF AGREEMENT WITH MANAGEMENT PARTNERS FOR ASSISTANCE IN DEVELOPING AND IMPLEMENTING A PROGRAM TO USE FEDERAL STIMULUS FUNDING FROM THE AMERICAN RESCUE PLAN ACT FOR A NOT-TO-EXCEED AMOUNT OF \$55,000 AND APPROPRIATING \$55,000 FROM AMERICAN RESCUE PLAN FUNDS RECEIVED BY THE CITY OF CLAYTON TO FUND THE AGREEMENT

RECOMMENDATION

It is recommended that the City Council hear an update on American Rescue Plan Act (ARPA) activities and ratify by Minute Order an agreement with Management Partners for assistance in developing and implementing a program to use federal stimulus funding from the American Rescue Plan Act (ARPA).

BACKGROUND

On August 17, 2021 staff presented an overview of the American Rescue Plan Act including allowed expenditures. This included a recommendation to contract with a consultant to assist in developing and implementing a program for ARPA funded programs.

DISCUSSION

After the August 17, 2021 City Council meeting, staff solicited proposals from several consultants to assist with the ARPA program development. Staff received proposals from two firms: Management Partners and HdL EconSolutions. Both firms are currently serving other cities in the region with their ARPA programs and are well suited for the work the City is soliciting. After evaluation including interview discussions with both firms, it is recommended that the City Council ratify the agreement with Management Partners for ARPA assistance.

FISCAL IMPACT

Funding from the ARPA can be used for administration and implementation of programs consistent with the ARPA funding requirements. The attached Agreement with Management Partners is to funded up to a not-to-exceed amount of \$55,000 in ARPA funds.

Attachments:

1. Agreement with Management Partners to assistance in developing and implementing a program to use American Recue Plan Act funding.

**CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of September 6, 2021 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Management Partners, a Corporation, with its principal place of business at 2107 North First Street, Suite 470, San Jose, CA 95131 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Develop and assist with implementation of programs associated with the Coronavirus Local Fiscal Recovery Fund (LFR) established under the American Rescue Plan Act of 2021 (ARPA), (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in the Proposal/Scope of Services attached as Exhibit A.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **fifty-five thousand dollars (\$55,000)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from September 6, 2021 to September 5, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

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

a. Commercial General Liability

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

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

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

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

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

- (8) Property Damage
- (9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not

intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

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

15. Reserved.

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Steve Toler as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Clayton
6000 Heritage Trail

CONSULTANT:
Management Partners
2107 N. First Street, Suite 470

Clayton, CA 94517

San Jose, CA 95131

Attn: Reina Schwartz, City Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. American Rescue Plan Act Requirements

All work completed under this agreement shall comply with the provisions of spending in the American Rescue Plan Act.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND MANAGEMENT PARTNERS**

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

CITY OF CLAYTON

MANAGEMENT PARTNERS

By: _____
Reina J. Schwartz
City Manager

By:  _____
Its: President and CEO _____

Printed Name: Jerry Newfarmer

ATTEST:

By: _____
City Clerk

EXHIBIT A
Scope of Services



August 31, 2021

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

Dear Ms. Schwartz:

Management Partners is pleased to provide this proposal to help the City of Clayton develop a plan for the use of federal stimulus funds that the City will receive through the Coronavirus Local Fiscal Recovery Fund (LFR) established under the American Rescue Plan Act of 2021 (ARPA). Management Partners has been helping other local governments throughout the United States develop an ARPA Plan that is consistent with the ARPA legislation and the accompanying regulations issued by the U.S. Department of Treasury (Treasury).

We propose to develop an ARPA Plan by assisting City leaders in evaluating options for the use of the over \$2.9 million the City will receive over the next 12 months. Our work plan consists of several activities designed to first educate Council members, staff, and community stakeholders about options to use ARPA funding and learn about Council objectives. Next, we will seek to identify and document the impacts of the pandemic in Clayton within the functional areas delineated in the legislation. It is important to us that we help develop a plan that is both consistent with Treasury Regulations and tailored to meet the City's and the community's needs and that will be implemented by the deadline of December 31, 2024.

Before we detail our proposed scope of work designed to meet the needs of the City of Clayton, we would like to share some brief information about our firm.

About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. Since then, we have worked with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently.

We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. We are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

- *We Know Local Government.* Our associates have served in local governments, so we have a deep understanding of the operating and political environments in which you work.
- *We Take a Collaborative Approach.* We consider ourselves part of your team and strive to ensure our work supports your overall corporate strategy and goals.

- *We Have Extensive Experience.* Each of our more than 100 associates is an expert in one or more service areas, and our firm has assisted hundreds of jurisdictions in 44 states.
- *We Have Developed Proven Methodologies.* We understand the importance of a holistic approach to improving organizations and completing special projects, using field-tested methods for each aspect of the work.
- *Our Work Plan is Tailored to Your Needs.* Each of our projects is individually tailored to our client's unique needs, starting with a careful learning process.
- *We Take Pride in the Quality of Our Work.* Our internal processes ensure first-rate, complete staff work and adherence to the highest of ethical standards in public service.
- *We Are Focused on Implementation.* As practitioners, our recommendations make practical sense and are able to be implemented.
- *We Provide a Full Suite of Services.* Management Partners' services include everything required to support local government leaders, including program design and implementation, organization assessments, performance management, process improvement, strategic planning, and financial planning, budgeting and analysis.

Understanding the Engagement

The City of Clayton is a general-law city with a council-manager form of government that consists of five elected Council members. The Council members set policy and the City Manager, hired by the Council, oversees the day-to-day operations and implements Council policies. The City Council has a one-year rotating mayoral position elected by the Council. City departments include Administration, Community Development, Engineering, Police, Human Resources and Maintenance.

The City is expected to receive \$2.9 million in ARPA federal stimulus funds under the non-entitlement unit (NEU) program. Treasury issued Interim Final Rules (IFR) in May 2021 on the use of funding. NEUs will be treated as prime recipients of ARPA funds and will be required to submit a project and expenditure report annually to Treasury. The initial project and expenditure report for NEUs will cover activity from the date of award to September 30, 2021 and must be submitted by October 31, 2021.

ARPA funding is available for a broad range of uses related to COVID-19 impacts that include affordable housing, rental assistance and aid to small businesses and non-profit organizations to infrastructure investment, premium pay for essential workers, and restoration of City services impacted by the pandemic. While ARPA funds can also be used for revenue losses resulting from the pandemic recession for a wide range of municipal services, City staff have indicated their preliminary revenue loss calculations in accordance with the Treasury IFR lead the City to believe it has not sustained significant revenue loss that would justify much in the way of expenditures in this category.

Creating an ARPA Plan will require assessing and balancing the City's and community's immediate needs, stakeholder desires, and long-term investment that may require stakeholder engagement to understand needs and priorities.

Proposed Plan of Work

Based on our understanding of the City, community engagement, organizational development, as well as ARPA requirements and opportunities, we have prepared the plan of work below. The result will be the development of a plan to use ARPA funds that reflects City and community priorities, balances



immediate needs with long-term investments, and meets the requirements outlined in the Treasury Regulations.

Activity 1 – Start Project

Management Partners will begin the project by meeting with you, the assigned project manager, and others you may designate. The initial planning meeting will afford the opportunity to share information, discuss your objectives, establish communication protocols between your project team and ours, and refine the schedule so it is integrated with other work demands. By the end of the meeting, we will have a solid work plan about the process we will use, including an optional community stakeholder engagement workshop and communications plan.

We understand that the work associated with this project is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the City.

We will have provided a data request prior to this meeting and will review material collected by staff to identify any other data needs.

Activity 2 – Gather Information

Next, Management Partners will gather information from City leaders and officials. Our focus will be learning about any existing City programs and services that are or may be eligible for ARPA funds. We will also learn about potential new uses that have been considered. We will interview City leaders individually, including each member of the Council, to learn about their ideas and expectations about the ARPA Recovery Plan, other ARPA funding categories, and associated community input. Our approach is described below.

- **Conduct interviews.** Management Partners will interview each Council member and staff identified by the project team (up to an additional five). The purpose of the interviews is to understand the City's priorities for ARPA funding. Examples of interview questions include:
 - What financial impacts has the pandemic had on the City?
 - What are the most immediate pandemic-related needs in the community?
 - What aspects of the community were hardest hit by the pandemic and what can the City do to alleviate those effects?
 - What is the ideal balance between meeting immediate needs and making long-term investments in the City?
 - What existing programs or services, or proposed projects or services, to address needs have arisen or been exacerbated by the pandemic?
 - What community values should be articulated as part of this process?
 - What outcomes would you like to see the City strive for as a result of this process?
 - What potential eligible projects might be implemented to leverage funds available from ARPA's other funding sources (e.g., assistance to individuals and families, education and childcare, health, transportation, and other categories)?

We will summarize the themes from the interviews once they are completed.

- **Review relevant documents.** We will review background materials such as the City's current and recent budget documents, financial forecasts, strategic plans and priorities, pandemic response documents, spending under the CARES Act, and other initiatives underway that will be important factors and context for development of the ARPA Plan.



- **Facilitate community surveys.** We will design and deploy an electronic survey to allow community members to share their priorities on how best to use ARPA funds. We will design and deploy a separate survey for the Clayton business community to understand the impacts of the pandemic on businesses and ways to assist their recovery through the use of ARPA funds. We will make the surveys available on the City's website and send them to members of the City's boards and commissions, volunteer groups, businesses and others for whom there are emails.

We will summarize the themes from our information gathering efforts and meet with the project team to interpret and analyze them.

Activity 3 – Conduct Analysis

Using our research and analysis and the input gathered through interviews, we will consider possible projects and programs in collaboration with City staff to determine which are best suited for ARPA funding. This will entail:

- Looking for programs, services and projects, both existing and proposed, that fulfill the priorities identified by City officials and the community, especially those related to small businesses and stormwater needs.
- Narrowing the field to those project and programs that would have community support and meet the federal guidelines for ARPA funding.
- Exploring how other ARPA funding provisions could be utilized by the City to address needs not addressed via the City's direct NEU funding.

Management Partners will bring a problem-solving and pragmatic approach as we develop ideas into preliminary recommendations. We understand the environment and constraints that local governments operate within and take pride in developing solutions that are implementable and feasible. We will also bring innovative thinking to this process. We recognize the transformative opportunity that ARPA presents for local governments such as the City of Clayton and we will act accordingly.

Activity 4 – Report Results and Facilitate Council Deliberation on ARPA Plan

We will prepare a report summarizing options available to the Council with a slate of recommended options for review and consideration by City leaders. We will present the report to the project team for review and comment. At the conclusion of the review period, we will consider all changes and suggested revisions and prepare the final report. This report will serve as the basis for Council deliberation to determine the City's ARPA Plan.

We will then present our report to the Council and facilitate their deliberation to identify the final priorities and plan elements for ARPA funding. It will likely include discussion on the following:

- Discuss and refine priorities;
- Identify and prioritize existing and proposed projects, programs, and other uses for ARPA funds that meet federal guidelines;
- Develop reporting and tracking mechanisms to report on use of ARPA funds;
- Determine key messages for communication with stakeholders; and
- Review next steps in the planning process.

Activity 5 – Build ARPA Plan and Implementation Plan

After the Council decides on the planned use of ARPA funds, Management Partners will develop a program and prepare a draft ARPA Implementation Action Plan incorporating the Council's selected uses



of funds, the steps required for implementation, responsibility for action, and an assigned priority level (immediate, near or long term) for initiating each recommendation. The action plan is prepared as a draft and becomes final once the City Manager integrates the action steps into a work plan and develops dates for planned completion. The action plan offers an important management tool for actual implementation of the work reflected in the project report.

Optional Activity 6 – Develop Processes for ARPA Reporting and Compliance

ARPA funding comes with strict compliance and reporting requirements that are especially onerous for small local governments to meet, including the requirement that expenditures be subject to the Single Audit Act. We can assist by developing processes to ensure that compliance and reporting requirements are fulfilled and assisting as needed with ongoing efforts. This will include developing documentation to demonstrate compliance with ARPA guidance and identifying processes for performing ongoing compliance and eligibility reviews.

Our Experience and Qualifications

The following references show a range of projects that demonstrate the skills and experience our team brings to this project. In addition to the references below, our website, managementpartners.com, has information about our past clients, which includes hundreds of jurisdictions in 44 states, and you are welcome to contact any of them about our performance.

City of Union City, California ⇒ Financial Management Services/ARPA Planning

Management Partners was engaged by the City of Union City to provide expert financial management services during a transition period between finance directors. The projects included within our scope ranged from overseeing completion of their FY 2021-22 and FY 2022-23 biennial budget, preparing a new long-range financial forecast for their General Fund, preparing a set of guiding budget principles for Council adoption to guide policy choices in establishing their biennial budget, and providing other financial support services.

Included in the scope of our work was reviewing the recently published ARPA legislation and the Interim Final Rules issued by the Treasury Department given the City's existing strategic plan and budget priorities identified in its biennial budget process. We prepared an independent calculation of projected revenue losses based on Treasury Regulations that identified the magnitude of funds that could be used within the revenue loss category of the regulations.

Based on our analysis, we provided the City Council with a list of potential ARPA fund uses for Council deliberations. They selected a series of one-time uses consistent with their adopted guiding budget principles that would allow the City to reduce future operating costs related to facility improvements and allow for the restoration of services in such areas as recreation services and public safety that were reduced during the pandemic.

Contact: Ms. Joan Malloy, City Manager
(510) 760-7332 (cell)
JoanM@unioncity.org

City of Scotts Valley, California ⇒ Financial Management Services/ARPA Planning

Management Partners was engaged by the City of Scotts Valley to provide expert financial management services to the City during a transition period between administrative services directors. The projects included overseeing completion of the FY 2021-22 annual budget, preparing a new long-range financial forecast for their General Fund, preparing a set of guiding budget principles for Council adoption to



guide policy choices in establishing their annual budget, filing for and preparing reports to FEMA resulting from a wildfire that impacted the community, assisting with labor negotiations costing/analysis, and providing other financial support services.

We also reviewed the recently published ARPA legislation and the Interim Final Rules issued by the Treasury Department. We prepared an independent calculation of projected revenue losses based on Treasury Regulations that identified the magnitude of funds that could be used within the revenue loss category of the Regulations.

Based on our analysis, we provided the City Council with a list of potential ARPA fund uses for Council deliberations. They selected a series of one-time uses consistent with their adopted guiding budget principles, which included providing funds for an underfunded facility improvement to their public works/wastewater facility, restoring recreation services and public safety services that were suspended and/or reduced during the pandemic, and one-time funding and/or small business loans to assist local businesses impacted as a result of the COVID-19 pandemic restrictions.

Contact: Ms. Tina Friend, City Manager
(831) 440-5606 (direct)
TFriend@scottsville.org

City of Anaheim, California ⇒ CARES Act Assistance

Management Partners was engaged by the City of Anaheim to assist in maximizing the City's ability to access available grant monies available to the City as a result of COVID-19 and ensuring the City has processes and tracking systems in place to support requirements of the grants. The focus was on the CARES Act grants funds with strict reporting and expenditures deadlines and coordination of all COVID-related grants throughout in the City. Our work started with interviews with individuals in each operating department to identify eligible expenses and understand grant guidance documents.

Based on data received, we prepared a grants calendar showing reporting dates required by the various grants, developed a tool to identify and gather all COVID-related expenses, and created a decision flowchart for the allocation of eligible expenses.

We collaborated with City staff in categorizing expenses for all grants into the categories that maximized reimbursement to the City. During the process, we worked with the City's state and federal lobbyists to assist in defining legislative requirements and anticipated changes, and with state representatives in defining reporting requirements. We also researched the CARES Act grant tracking and record retention requirements and reviewed the City's accounting methods and records for COVID-19 tracking.

Contact: Mr. Greg Garcia, Assistant City Manager
(714) 765-5162
GGarcia@anaheim.net

Our Team

We have a strong project team that is well qualified to complete this work for the City of Clayton. Steve Toler and Dan Keen will serve as project managers and oversee the execution of the project. They will be supported by Michelle New and Sydney Bannister. Brief qualifications for each team member are provided below.



Steve Toler, Partner

- Has vast experience in **budgeting and revenue forecasting**, financial management and reporting, accounting, purchasing, information technology management, water and wastewater rate modeling, regional shared services planning, organizational development and training, labor relations and negotiations, business continuity planning, risk management, economic development and redevelopment, tax ballot measures, and **public engagement**.
- Joined Management Partners after spending **nearly 20 years in local government public service** working for the cities of Cupertino, Foster City and Millbrae, California.
- With Management Partners he has led over a dozen **fiscal planning** efforts for cities and special districts. These have all involved the construction of **interactive fiscal models**. The models include a dashboard which quickly displays key fiscal indicators such as fund balance, annual deficit or surplus and where all key assumptions are displayed and can be varied.
- As **budget director** of Foster City, he implemented collaborative approaches with departments to prepare their **operating budgets and five-year financial plans and capital improvement plans**. He performed the personnel, services and supplies, and capital outlay analyses required to ensure a more realistic need for budgeted resources to help departments achieve the City Council's goals.
- Serves clients across the Pacific Northwest and West Coast, including recent engagements for the California cities of Belmont, East Palo Alto, El Cerrito, Scotts Valley, Tracy, and Union City.



Dan Keen, Partner

- Former city manager for 22 years in five diverse communities across the State of California: La Palma, Seaside, Novato, Concord and Vallejo.
- Facilitates **strategic planning and governing body workshops**, chief executive **performance evaluation** processes, and **executive coaching**.
- Facilitator for the annual CCMF New and Future City Managers Seminar; **frequent presenter** on the city manager hiring and evaluation process.
- Developed a reputation for **strong, ethical leadership** with an emphasis on assisting cities in crisis including Vallejo, which had just emerged from bankruptcy, and Seaside, which had dismissed its previous city manager and had no full-time department heads.
- Extensive experience working with mayors, city council members and other elected officials**. As city manager, worked successfully with many "divided" councils where difficult interpersonal relationships among council members was common.
- Senior advisor** for the League of California Cities and the International City-County Management Association, a volunteer position providing ongoing personal and professional advice to over 23 city and county managers in the northern coastal counties of California from Sonoma County to the Oregon border.
- Past president of the **League of California Cities' City Managers Department**; former board member of the California City Management Foundation (CCMF).
- ICMA-Credentialed Manager; held American Institute of Certified Planners Certification for 30 years; Masters of Public Administration and Masters of Planning.



Michelle New, Senior Management Analyst

- Joined Management Partners in 2021 after 15 years with the City of Santa Maria, where she worked first as a management analyst in the City Manager's Office and then as the human resources manager, **responsible for oversight of all aspects of the human resources function**.
- During her tenure, Michelle developed an award-winning succession planning program, streamlined multiple paper processes, actively participated in employee negotiations, **coordinated the city's performance, disciplinary and investigative issues** and was involved in the citywide budget.
- She also **participated in the coordination of the city's COVID-19 response** as one of two contact tracers.
- Michelle graduated from Cal Poly, San Luis Obispo with a bachelor's degree in political science and from California State University with a master's degree in public administration, San Luis Obispo with a bachelor's degree in political science and from California State University with a **master's degree in public administration**.
- She served as a Central Coast regional co-chair of the Municipal Management Association of Southern California (MMASC) and is the founding member of the region's annual Women in Leadership event.
- Since joining Management Partners has prepared **personnel handbooks**, conducted **recruitments**, assisted with **strategic planning** projects, completed detailed **analysis**, gathered and analyzed information for **organization assessments**, and assisted with a variety **complex projects**.



Sydney Bannister, Management Analyst

- Began working in local government at the age of 16, starting as an umpire with the Manhattan, Kansas, Parks and Recreation Department.
- Local government experience includes **increasingly responsible roles** in the Kansas jurisdictions of Manhattan and Olathe, the League of Kansas Municipalities, and Kansas City, Missouri.
- Expertise in creating and implementing ordinances; participating in budget preparation, submission, and adoption; **managing projects, and providing best practices reviews**.
- Holds **bachelor's and master's degrees in public administration** with a **focus in city and county management**. Additional undergraduate degrees in leadership studies as well as law and society.



Hours, Cost, Timeline and Hourly Rates

Management Partners anticipates devoting 154 hours of time to complete Activities 1 through 5 as described above. The total cost of this project is \$35,000, which includes all fees and expenses. We anticipate that most of our work will be conducted remotely using video conference technology (other than the City Council presentation in Activity 4, which we anticipate would be conducted in person). If City leaders wish us to be onsite beyond the Council report, any travel and related costs will be billed separately as incurred.

If City leaders desire assistance with developing processes for reporting and compliance (Optional Activity 6), we expect to incur an additional 48 hours at a cost of \$10,000. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.



The proposed timeline for this project assumes that the City issues a notice to proceed by signing this proposal below by September 6. We anticipate completing the community survey by the end of September and providing our initial report to the City Council in time for presentation and Council deliberation of planned uses at the October 19 meeting. The final implementation action plan would be completed by mid-November. If the City wishes for us to conduct Activity 6, the reporting and compliance processes will be completed by mid-December.

The table below summarizes the hours, costs, and projected timeline for each activity.

Activity	Hours	Cost	Timeline (All dates 2021)
1 – Start project	12	\$2,900	September 6 to 9
2 – Gather information	40	8,400	September
3 – Conduct analysis	47	10,000	September to Early-October
4 – Report results and facilitate Council deliberation	39	9,300	October
5 – Build ARPA Plan and Implementation Plan	16	4,400	Late-October to Mid-November
TOTAL OF ACTIVITIES 1 TO 5	154	35,000	
Optional Activity 6 – Develop Processes for ARPA Reporting and Compliance	48	10,000	Late October to mid-December
TOTALS	202	\$45,000	

The table below indicates the hourly rates that the City would be charged for any additional work that might be required beyond the scope of our proposed workplan. Subject to mutual agreement, the contract would be amended and additional work would be charged at the following rates.

Position	Hourly Rate
Senior Vice President	\$ 360
Vice President	310
Partner	290
Special Advisor	270
Senior Manager	250
Peer Review	180
Senior Management Advisor/Analyst	170
Management Analyst	120



Please contact Steve Toler at SToler@managementpartners.com or at (650) 918-7017 if we can provide any additional information.

Sincerely,



Jerry Newfarmer
President and CEO

Accepted for the City of Clayton by:

Name: _____

Title: _____

Date: _____

Is assistance developing processes for ARPA reporting and compliance (Optional Activity 6) included at a cost of \$10,000? Yes [X] No []





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: September 21, 2021

SUBJECT: Discussion of Process and Timing for putting a tax measure on the Ballot.

RECOMMENDATION

Per request of Councilmember Wan, review process and timing for putting a tax measure on the ballot.

BACKGROUND

On June 29, 2021, Councilmember Wan requested process and timing for putting a tax measure on the ballot be brought to City Council for discussion.

DISCUSSION

Staff contacted the Contra Costa County Elections division for assistance on this matter and was referred to Elections Code Section 12001 along with a spreadsheet establishing Election dates through 2024. The City Council has two opportunities in 2022 to place a Measure on the Ballot for voter consideration.

Election Day	Deadline to place a Measure on the Ballot
April 12, 2022	January 14, 2022 EC 1000 (a)
November 8, 2022	August 12, 2022 EC 1000 (e)

It should be noted as well that tax measures can only be put before the voters at regularly scheduled general elections unless there is a declaration of local fiscal emergency. The next General Election is scheduled for November 8, 2022.

FISCAL IMPACT

None related to the discussion; unknown impact if any action is directed.

Attachments:

1. Elections Code Section 12001.
2. Established Election Dates Spreadsheet. (1 page)
3. Contra Costa County Election Measures, Initiative or Referendum. (2 pages)
4. Contra Costa County Election Guide to Filing Measure Arguments 2020. (12 pages)



California

LEGISLATIVE INFORMATION

[Home](#) [Bill Information](#) [California Law](#) [Publications](#) [Other Resources](#) [My Subscriptions](#) [My Favorites](#)

Code: Select Code ▼ Section: 1 or 2 or 1001



[Up^](#) [Add To My Favorites](#)

ELECTIONS CODE - ELEC

DIVISION 12. PREELECTION PROCEDURES [12000 - 12327] (Division 12 enacted by Stats. 1994, Ch. 920, Sec. 2.)

CHAPTER 1. Proclamations And Election Orders [12000 - 12001] (Chapter 1 enacted by Stats. 1994, Ch. 920, Sec. 2.)

12000. For each statewide election, the Governor shall issue a proclamation calling the election. The proclamation shall be issued by the Governor under his or her hand and the Great Seal of the state no later than the 148th day prior to the election and shall state the time of the election and the offices, if any, to be filled. Copies of the proclamation shall be transmitted by the Governor to the boards of supervisors of the counties.

(Enacted by Stats. 1994, Ch. 920, Sec. 2.)

12001. For a special local election, the governing body of the local agency shall issue a proclamation or a resolution calling the election.

(Enacted by Stats. 1994, Ch. 920, Sec. 2.)

ESTABLISHED ELECTION DATES				
	2021	2022	2023	2024
Polling Place				
First Tuesday after First Mon. in March of each odd number year. EC 1000 (a, b & d)	March 2, 2021		March 7, 2023	March 5, 2024
*First Tuesday after First Mon. in June on each Gubernatorial Election.		June 7, 2022		
E-88 Deadline to place a Measure on the Ballot	December 4, 2020	March 11, 2022	Dec. 9, 2022	December 8, 2023
Second Tuesday in April even years. EC 1000 (a)	NA	April 12, 2022	NA	April 9, 2024
E-88 Deadline to place a Measure on the Ballot		January 14, 2022		January 12, 2024
First Tuesday after First Mon. in November each year. EC 1000 (e)	November 2, 2021	November 8, 2022	Nov. 7, 2023	November 5, 2024
E-88 Deadline to place a Measure on the Ballot	August 6, 2021	August 12, 2022	August 11, 2023	August 9, 2024
Mail Ballot				
First Tuesday after First Monday in May each year. EC 1500 (a)	May 4, 2021	May 3, 2022	May 2, 2023	May 7, 2024
E-88 Deadline to place a Measure on the Ballot	February 5, 2021	February 4, 2022	February 3, 2023	February 9, 2024
Last Tuesday in August each year. EC 1500 (b)	August 31, 2021	August 30, 2022	August 29, 2023	August 27, 2024
E-88 Deadline to place a Measure on the Ballot	June 4, 2021	June 3, 2022	June 2, 2023	May 31, 2024
*SB 970 changes the Statewide Primary to June of even-numbered years. For Vacancy Elections - Resolutions for an election to fill a vacancy must be filed by E-125 (EC 10509). Candidate filing/nomination period is E-113 to E-88 (EC 8020).				

Contra Costa County Elections

ELECTIONS DIVISION - DEBORAH R. COOPER, COUNTY CLERK-RECORDER-REGISTRAR



Measures, Initiative or Referendum

A ballot measure is proposed legislation submitted to voters for a direct decision. Measures that appear on the ballot on Election Day may be local, countywide, or statewide.

Measures can be placed on the ballot by either a local jurisdiction or governing board or by a petition signed by registered voters.

This section describes the citizen-driven processes of beginning an initiative or a referendum.

An Initiative is a measure proposing a new law.

A Referendum is a measure to veto or uphold a law that has been adopted.

To learn more about statewide measures, including initiatives and referendums, visit the [Secretary of State's website](#). To obtain information on qualifying a city initiative, referendum or filing an argument for a city measure visit the appropriate Office of the City Clerk.

Any person or group desiring to start and circulate an initiative or referendum is strongly advised to contact private legal counsel to guide and advise them through the many steps involved in the petition process.

FILE A MEASURE ARGUMENT

A Measure Argument is a statement written in favor or against a measure. Arguments in favor and against measures are published in the Voter Information Guide. Read our [Guide to Filing Measure Arguments](#) to learn more about key dates and participating in this process.

Arguments in Favor or Against a Measure

Members of a Governing Body, members on behalf of a Bona fide Association, and any voter eligible to vote on the measure can submit an argument signed by up to five people.

Only one Argument In Favor and one Argument Against can be published. If more than one argument is received the precedence above will take priority. Each Argument may be up to 300 words.

Rebuttal Arguments

A Rebuttal Argument is a statement which refutes the Argument in Favor or Argument Against. Rebuttal Arguments must be signed by the same authors of the original arguments unless the original signers of the arguments authorize others to sign the Rebuttal Arguments. Each Rebuttal Argument may be up to 250 words.



My Voting	Vote on Election	Federal Voting	California Secretary
Information	Day	Assistance Program	of State
Register to Vote	Vote Before Election	Fair Political	Social Media
Financial Disclosure	Day	Practices	Content Policy
Information	Voter's Edge	Commission	
Poll Worker Center	California		

Guide to Filing Measure Arguments

FOR COUNTY, CITIES, SCHOOL, AND SPECIAL DISTRICTS



Photo Credit: Jerome Gibson

2020

Contra Costa County Elections
555 Escobar Street, Martinez, CA 94553
(925) 335-7800 | www.cocovote.us

DISCLAIMER

This informational guide was developed in an effort to provide answers to questions frequently asked concerning the filing of measure arguments. It contains general information only and does not have the force or effect of law, regulations, or rule. In case of a conflict, the laws, regulations or rules apply. Persons using this guide accept responsibility for all legal standards and duties. For information on City measures, please contact the local City Clerk as guidelines may vary.

Table of Contents

PURPOSE OF THIS GUIDE	1
WHAT IS PUBLISHED IN THE VOTER INFORMATION GUIDE	1
ARGUMENT SUBMISSION PROCESS.....	3
WHO CAN SUBMIT AN ARGUMENT	4
If More Than One Argument In Favor or Argument Against Is Filed	4
ARGUMENT & REBUTTAL FORMAT	5
LETTER ASSIGNMENTS	6
Timeline for Assigning Measure Letters	6
Assignment of Letters	6
When a Jurisdiction Covers Two or More Counties.....	6
Withdrawal of a Measure	6
ATTACHMENT A - 2020 MEASURE KEY DATES	A-1
March 3, 2020 Primary Election.....	A-1
November 3, 2020 General Election	A-1
ATTACHMENT B - WORD COUNT GUIDELINES	B-1
ATTACHMENT C - IMPORTANT CONTACT INFORMATION	C-1

PURPOSE OF THIS GUIDE

This guide is intended to be a reference to political entities, interested organizations, and individuals on how they may participate in the process.

Generally, this guide applies for city measures. Cities may implement law differently than described in this guide. Regarding arguments for city measures, consult the City Clerk.

WHAT IS PUBLISHED IN THE VOTER INFORMATION GUIDE

The following components comprise the information provided to voters in the Voter Information Guide:

Measure Wording

The Measure Wording is a 75-word ballot question that appears on the Official Ballot and in the Voter Information Guide.

Election Code 9051

Impartial Analysis

The County Counsel or City Attorney prepares an Impartial Analysis of a measure showing the effect of the measure on the existing law and the operation of the measure. The City Attorney prepares an Impartial Analysis of a city measure.

The Impartial Analysis may be up to 500 words.

Election Code 9160, 9280, 9313, 9314, 9500

Tax Rate Statement (if applicable)

A Tax Rate Statement is supplied for each bond measure that creates a lien on a property within the jurisdiction. The Tax Rate Statement is prepared by the jurisdiction proposing the measure.

There is no word limit for Tax Rate Statements.

Election Code 9401, 9402

Fiscal Analysis (if applicable)

The County Auditor-Controller may be requested to prepare a Fiscal Analysis by the Board of Supervisors or City Council.

The Fiscal Analysis Statement may be up to 500 words.

Election Code 9160

Arguments In Favor and Arguments Against a Measure

Each Argument In Favor or Against may be up to 300 words.

Election Code 9162, 9315

Rebuttal Argument

A Rebuttal Argument is a statement, which refutes an Argument In Favor or Argument Against a Measure.

Each Rebuttal Argument may be up to 250 words.

Election Code 9167, 9317

Full Text (optional)

The full text of the measure being voted upon may be published, to provide voters information in addition to the 75-word measure. The full text is usually a resolution or ordinance that offers additional information regarding the measure.

There is no word limit for the full text.

Order of Appearance

Arguments, Rebuttal Arguments, and analyses are printed in the Voter Information Guide and mailed to all registered voters in the jurisdiction who are eligible to vote for the particular measure.

Election Code 13109

The information appears in the following order:

1. Measure Wording
2. Impartial Analysis
3. Fiscal Analysis or Tax Rate Statement (if applicable)
4. Argument In Favor
5. Argument Against
6. Rebuttal to Argument In Favor
7. Rebuttal to Argument Against
8. Full Text (optional)

All content is translated into Spanish and Chinese and will appear in English, Spanish, and Chinese in that order.

ARGUMENT SUBMISSION PROCESS

Submit Arguments to:

Contra Costa County Elections Division
555 Escobar Street
Martinez, CA 94553

Submissions must include:

Hardcopies of the Arguments with wet signatures must be filed in person or by mail to the Elections Division at 555 Escobar Street Martinez, CA 94553. A faxed or electronic PDF of the Argument document (including signatures) may be submitted to meet the filing deadline but hardcopies with the wet signatures must be provided within three business days of the faxed or electronic submission.

The argument language must also be submitted electronically as an editable text file to cfile@vote.cccounty.us by the deadline.

The argument will be formatted for the Voter Information Guide to appear as closely as possible to the hardcopy submitted.

Confidentiality: Arguments, rebuttals and analyses are not disclosable until 5pm on the date they are due. At that time, the contents become public information.

Withdrawal/Changes: Arguments, rebuttals and analyses may be changed or withdrawn up until the submission deadline.

Election Code 9163, 9316, 9317, 9601

Public Review: Following the final deadline for filing documents, arguments and rebuttals are available at the Registrar of Voter's Office for a 10-day public review period.

Any challenges of the measure documents may be sought from the Superior Court to require amendments or deletions through a Writ of Mandate or injunction. A Writ of Mandate or an injunction will be issued by the Superior Court upon clear and convincing proof that the material in question is false, misleading, or inconsistent.

Administrative challenges of arguments, rebuttals and analyses will not be accepted or entertained by the Registrar of Voters.

Election Code 9190, 9295, 9380, 9509

Rebuttal Arguments: Rebuttal Arguments In Favor or Against a Measure are filed with the Elections Division. The Registrar establishes the deadlines for the arguments for all elections in which multiple jurisdictions participate. Cities establish deadlines only when the election is not consolidated or combined with other entities. Arguments are not disclosable until the deadline.

Rebuttal Arguments are shared with those submitting Primary Arguments for purposes of drafting Rebuttal Arguments at the deadline.

Arguments In Favor and Arguments Against measures are sent immediately after the submission deadline to those arguing the opposite position for the purpose of preparing a Rebuttal Argument.

Rebuttal Arguments must be signed by the same authors of the original arguments in favor or against unless the original signers of the arguments authorize, in writing, others to sign the Rebuttal Arguments. A “Release for Rebuttal Argument” should be filed with the Rebuttal Arguments.

Election Code 9167, 9285, 9317, 9504

WHO CAN SUBMIT AN ARGUMENT

The governing board (Board of Supervisors, School Board or Special District Board), any individual voter who is eligible to vote on the measure, a bona fide association of citizens, or any combination of these voters and associations may file a written Argument In Favor or Argument Against any county, school, or district measure placed on the ballot by the governing body or by initiative.

Election Code 9120, 9162, 9501

What is a Bona Fide Association of Citizens?

A bona fide association of citizens is a recognized group of citizens bound together by a common interest or cause such as:

- A group or organization primarily formed as a committee to support or oppose a ballot measure.
- An organization that meets on a regular basis.

The individuals signing an argument on behalf of a bona fide association do not have to be eligible voters in the jurisdiction. A “Bona Fide Association of Citizens Filer Data Sheet” will be filed with the arguments.

If More Than One Argument In Favor or Argument Against Is Filed

Only one Argument In Favor and one Argument Against any measure will be printed in the Voter Information Guide. If more than one Argument In Favor or more than one Argument Against any measure is filed, a single argument will be selected by the Registrar of Voters.

In selecting a single argument, the Registrar gives preference and priority, in order, to arguments submitted by:

1. Members of the governing board
2. The bona fide sponsors or proponents of the measure
3. Bona fide associations of citizens
4. Individual voters who are eligible to vote on the measure

If two or more parties representing the same type of body/association submit competing Arguments In Favor or Arguments Against the same measure, the Registrar will make a subjective assessment of the arguments. The assessment may include consideration of grammar, spelling, coherence, tone and the comprehensiveness of the argument.

Parties are encouraged to collaborate when multiple arguments are submitted.

Election Code 9166, 9503

ARGUMENT & REBUTTAL FORMAT

- Submissions will be labeled with the type of argument being submitted in the heading title (ex. Argument in Favor of Measure A). This is not part of the word count.
- The heading for all arguments is standardized. Subheadings and deviations from the standardized heading will not be accepted.
- Arguments and rebuttal arguments, including the names and titles of the signers, must be typed.
- Documents will be printed as submitted. Spelling, punctuation and grammatical errors will not be corrected by the Elections Division.
- An argument or rebuttal argument must be written to address only one measure appearing on the ballot. An argument combining statements pertaining to more than one measure will not be accepted.
- No more than five names/titles will appear with any argument in the Voter Information Guide. If more than five signers are submitted, only the first five will be printed.
- All arguments and rebuttals must include an original signature of each signer. If not all signers sign on the same document, separate copies, bearing wet signatures, can be filed.
- No profanity or other objectionable language may appear in an argument.

Election Code 9164, 9501

Argument Sample

**ARGUMENT IN FAVOR
OF MEASURE ____**

**ARGUMENT
TEXT**

The undersigned Proponent(s) or Author(s) hereby state that such argument is true and correct to the best of their knowledge and belief.

Print Name _____ Title _____ Signature _____	Print Name _____ Title _____ Signature _____
Print Name _____ Title _____ Signature _____	Print Name _____ Title _____ Signature _____
Print Name _____ Title _____ Signature _____	

Rebuttal Argument Sample

**REBUTTAL TO ARGUMENT AGAINST
MEASURE ____**

**ARGUMENT
TEXT**

The undersigned Proponent(s) or Author(s) hereby state that such argument is true and correct to the best of their knowledge and belief.

Print Name _____ Title _____ Signature _____	Print Name _____ Title _____ Signature _____
Print Name _____ Title _____ Signature _____	Print Name _____ Title _____ Signature _____
Print Name _____ Title _____ Signature _____	

LETTER ASSIGNMENTS

Each measure to appear on the ballot is assigned a letter for identification and reporting purposes.

Timeline for Assigning Measure Letters

The Registrar of Voters assigns measure letters the Thursday (E-82) following the deadline to submit a measure (E-88).

Assignment of Letters

- Letters are assigned based upon a random draw.
- All letters are included in the random draw.
- If, during the election, all letters have been used, lettering will continue to include e.g. “AA”, “BB”, etc.
- Unused letters will not carry over to the next election. Each election will begin with a new random drawing.

When a Jurisdiction Covers Two or More Counties

When a jurisdiction covers two or more counties, the Registrar of Voters in each county will mutually agree to use the same letter for the measure.

Withdrawal of a Measure

A legislative body may amend or withdraw its measure by filing a resolution stating the specifics concerning the amendment or withdrawal not later than 83 days before an election. An initiative or referendum measure may be withdrawn by filing a “Notice of Withdrawal” signed by all proponents.

Election Code 9604, 9605

ATTACHMENT A - 2020 MEASURE KEY DATES

March 3, 2020 Primary Election

Filing Period	
December 6 <i>E-88</i>	Last day to place a measure on the ballot
December 12 <i>E-82</i>	Local measure letter assigned
December 18 <i>E-76</i>	Deadline for Primary Arguments For/Against
December 23 <i>E-71</i>	Deadline for Rebuttal Arguments
January 2 <i>E-61</i>	Last day to file Writ of Mandate
January 23 <i>E-40</i>	Estimated Voter Information Guide mailing

November 3, 2020 General Election

Filing Period	
August 7 <i>E-88</i>	Last day to place a measure on the ballot
August 13 <i>E-82</i>	Local measure letter assigned
August 19 <i>E-76</i>	Deadline for Primary Arguments For/Against
August 24 <i>E-71</i>	Deadline for Rebuttal Arguments
September 3 <i>E-61</i>	Last day to file Writ of Mandate
September 24 <i>E-40</i>	Estimated Voter Information Guide mailing

ATTACHMENT B - WORD COUNT GUIDELINES

The following guidelines are for computing the word count for arguments. The authors' titles and names are not counted in the word count, only the text of the argument. The Registrar of Voters will make final determination of the word count.

Election Code 9

Acronyms Examples: UCLA, PTA, U.S.M.C.	one word
Geographical Names Examples: Contra Costa County Walnut Creek City of Pittsburg Bay Area	one word
Districts with an Elected Board Examples: Contra Costa Community College District Antioch Unified School District East Bay Regional Park District San Francisco Bay Area Rapid Transit District	one word
Numbers/Numerical Combinations Digits (1, 10, or 100, etc.) 1990-1991, 100%, etc. Spelled out (one, ten, or one hundred)	one word one word one for each word
Dates All digits (11/5/96) Word and digits (June 2, 1998)	one word one word
Hyphenated Words Hyphenated words that appear in any generally available standard reference dictionary, as determined by the Registrar of Voters, shall be counted as one word.	one word
Punctuation	not counted
Telephone Numbers	one word
Email / Website Addresses	one word

ATTACHMENT C - IMPORTANT CONTACT INFORMATION

Main Number	(925) 335-7800	
Toll Free	(877) 335-7802	
Rosa Mena, Elections Processing Supervisor	(925) 335-7806	rosa.mena@vote.cccounty.us
Sara Brady, Elections Services Manager	(925) 335-7807	sara.brady@vote.cccounty.us
Scott Konopasek, Assistant Registrar of Voters	(925) 335-7800	scott.konopasek@vote.cccounty.us
Fax	(925) 335-7842	
Email	cfile@vote.cccounty.us	
Website	www.cocovote.us	