



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, November 15, 2022

7:00 P.M.

***** NOTICE *****

*Members of the public will be able to participate either in-person at
Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517
or
remotely via Zoom.*

Mayor: Peter Cloven
Vice Mayor: Holly Tillman

Council Members

Jim Diaz
Jeff Wan
Carl Wolfe

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

Instructions for Virtual City Council Meeting – November 15

Tonight's meeting will be available to the public both in-person and remotely via Zoom. As a courtesy, and technology permitting, members of the public may continue to provide live remote oral comment via the Zoom video conferencing platform. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time.

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_suxMeIgbQNWPgZIqaBNXFw

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

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

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

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

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

Location:

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

To join this virtual meeting on-line click here:

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

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 ***
November 15, 2022

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

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

3. **PLEDGE OF ALLEGIANCE** – led by Mayor Cloven

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 November 1, 2022. (City Clerk) ([View here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View here](#))
- (c) Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361. (City Manager) ([View here](#))
- (d) Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Apex Technology Management for \$68,000 for an Initial One-Year Term for Information Technology Security, Communication and Infrastructure Improvements (\$35,000) and Managed Information Technology Support (\$33,000) and for Managed Information Technology Services for \$33,000 Annually for up to a Four-Year Term Total. (City Manager) ([View here](#))
- (e) Adopt a Resolution Accepting the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449) performed by Bay Cities Paving and Grading, Inc. as Complete, Approving the Notice of Completion, Directing the City Clerk to Record same with the County Recorder and Authorizing Payment of all retained funds to Bay Cities Paving and Grading, Inc. 35 days after recording of the Notice of Completion. (City Engineer) ([View here](#))

5. **RECOGNITIONS AND PRESENTATIONS**

- (a) Administration of the Oath of Office to Clayton's new Chief of Police, Richard McEachin, Jr.

- (b) Overview of AB 2011 and SB 6.
(City Attorney and Community Development Director) ([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) Discuss Process for City Manager Recruitment, Potential Interim City Manager Appointment and Appointing a City Council Ad Hoc Subcommittee to Assist in the City Manager Recruitment Process for an Interim and Permanent City Manager. (City Manager) ([View here](#))

10. **CLOSED SESSION** – None.

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

12. **ADJOURNMENT** - the next scheduled City Council meeting will be December 6, 2022.

#

**MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL**

TUESDAY, November 1, 2022

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:02 p.m. by Mayor Cloven via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Cloven, Vice Mayor Tillman, and Councilmembers Diaz (arrived at 7:08 pm), Wan, and Wolfe. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

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

3. **PLEDGE OF ALLEGIANCE** – led by Mayor Cloven.

4. **CONSENT CALENDAR**

It was moved by Councilmember Wolfe, seconded by Councilmember Wan, to approve the Consent Calendar items 4(a) – 4(c), as submitted. (Passed 4-0).
 - (a) Approved the minutes of the City Council’s regular meeting of October 4, 2022. (City Clerk)

 - (b) Approved the Financial Demands and Obligations of the City. (Finance)

 - (c) Adopted Resolution No. 77-2022 of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361. (City Manager)

5. **RECOGNITIONS AND PRESENTATIONS**
 - (a) Information Only – No Action Requested.
 - Dutch-American Heritage Day – November 16
 - Native American Heritage Month

- (b) Proclamation declaring November 2, 2022 as “Shelter in Place Education Day”. (Mayor Cloven)

Mayor Cloven read the proclamation declaring Wednesday, November 2nd as “Shelter in Place Education Day” in the City of Clayton and requested to City Clerk to mail to the requestor.

City Manager Schwartz suggested taking item 5(d) prior to 5(c) as local business owners were present at the meeting.

- (d) Welcome and Recognition of New Local Businesses. (City Manager)

Mayor Cloven welcomed local business owners an opportunity to introduce their business to the community. The following businesses provided a brief overview of their business: Austin Brown, DDS, PC; Meraki Wreath Company – Retail Shop; Je Fine Art Gallery & Gifts; and Poet Street Designs.

- (c) Contra Costa Mosquito and Vector Control District Presentation. (Nola Woods)

Nola Woods, Public Affairs Director, Contra Costa Mosquito and Vector Control District, provided an overview of Contra Costa Mosquito and Vector Control District with a focus on Clayton.

6. REPORTS

- (a) City Manager Reina Schwartz announced the next Clayton Police Chief is Richard McEachin, who will be sworn in at the next regular City Council meeting of November 15, 2022. She also announced her resignation effective February 2023, and advised the City Council at its next meeting will be an item on recruitment of Clayton’s next City Manager.

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

Councilmember Diaz attended the Clayton Historical Society Social, attended the Clayton Business and Community Association General Membership meeting, and attended the East Bay Regional Communications System Authority (EBRCS) meeting.

Councilmember Jeff Wan campaigned to be re-elected to City Council and called and emailed constituents.

Councilmember Wolfe met with the Mayor, met with the City Manager, attended the Clayton Business and Community Association General Membership meeting, attended the Hay Day Celebration and attended the East Contra Costa Habitat Conservancy meeting.

Vice Mayor Tillman attended the Contra Costa County Court Appointed Special Advocates (CASA) Gala, attended the Clayton Business and Community Association General Membership meeting, attended the Elected Woman's luncheon, attended the Hay Day Celebration, attended the Clayton Library Foundation Used Book Sale, was appointed Vice Chair of the Cal Cities Community Policy Committee, and announced the Trails and Landscaping Committee meeting taking place tomorrow.

Mayor Cloven attended the Hay Day Celebration, the Clayton Business and Community Association General Membership meeting, and spoke with constituents.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Ed Miller introduced himself and provided remarks about his candidacy.

Bridget Billeter introduced herself and provided remarks about her candidacy.

Kim Trupiano introduced herself and provided remarks about her candidacy.

Jeff Wan introduced himself and provided remarks about his candidacy.

Tuija Catalano provided comments on how she dislikes the current negative campaigning and how she would like to see local campaigns run.

Terri Denslow commended City Manager Reina Schwartz for her service to the Clayton community.

Roy Correra expressed his dissatisfaction with leadership and would like to see more deliverables.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS – None.

10. CLOSED SESSION – None.

11. COUNCIL ITEMS

Vice Mayor Tillman requested a future agenda item to include review of the various Committees list to determine if there is still relevance.

Councilmember Diaz requested a future agenda item to include a closed session item with the new City Council to discuss the executive recruitment firms being considered for the upcoming City Manager recruitment.

12. ADJOURNMENT– on call by Mayor Cloven, the City Council adjourned its meeting at 8:07 p.m.

The next regularly scheduled meeting of the City Council will be November 15, 2022.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Peter Cloven, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 11/15/2022

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Amount
Obligations, Dated 11/15/22	Accounts Payable	\$191,288.58
Payroll Reconciliation Summary	Payroll, Taxes	\$ 96,012.25
	Total Required	\$ 287,300.83

Attachments:

1. Obligation report dated 11/15/22 (1 page)
2. Payroll Reconciliation Summary report PPE 10/30/22 (2 pages)

City of Clayton Obligations for 11/15/22

Vendor name	Invoice date	Invoice number	Invoice description	Amount	Payment method
American Fidelity Assurance Company	11/15/2022	2151279	FSA PPE 10/30/22	\$75.00	Bank draft
CalPERS Retirement	11/15/2022	103022	Retirement PPE 10/30/22	\$17,074.51	Bank draft
CalPERS Retirement	11/15/2022	1000000169740707	Delinquent payroll fee (former empl, no data to report)	\$200.00	Bank draft
Mission Square Retirement	11/15/2022	6235321	457 Plan contributions PPE 10/30/22	\$1,263.46	Bank draft
Nationwide	11/15/2022	103022	457 Plan contribution PPE 10/30/22	\$500.00	Bank draft
Paylocity Corporation	11/15/2022	110926308	Payroll fees September 2022	\$485.50	Bank draft
Paylocity Corporation	11/15/2022	INV1162275	Payroll fees October 2022	\$484.00	Bank draft
Wex Bank-Fleet Cards	11/15/2022	84609373	Fleet fuel stmt end 10/25/22	\$7,401.79	Bank draft
Advanced Elevator Solutions, Inc	11/15/2022	50281	Elevator Service October 2022	\$128.00	Check
All City Management Services, Inc.	11/15/2022	80660	School crossing guard svcs 10/2/22-10/15/22	\$2,368.44	Check
AnchorCM	11/15/2022	22-003-4373.10	Engineering Svcs August 2022	\$8,695.50	Check
Bay Area News Group	11/15/2022	1355213	Legal Ad for Diablo Meadows, October 2022	\$1,035.44	Check
Big O Tires	11/15/2022	5011-193074	Tires, repair to '11 F250	\$3,704.85	Check
Burkett's Pool Plastering, Inc	11/15/2022	CAP refunds	Deposit refunds CAP 0393,0422,0426,0449,0459	\$11,250.50	Check
Bye Bye Pool	11/15/2022	CAP0474	Deposit refund	\$3,262.57	Check
Caltronics Business Systems	11/15/2022	3603549	Copier usage 9/19/22-10/18/22	\$102.17	Check
CCWD	11/15/2022	D Series	Irrigation 8/2/22-10/3/22	\$54,660.12	Check
Cintas Corporation	11/15/2022	4135685941	PW uniforms through 10/27/22	\$64.19	Check
Cintas Corporation	11/15/2022	41136358604	PW uniforms through 11/3/22	\$64.19	Check
City of Concord	11/15/2022	95197	Dispatch Svcs December 2022	\$26,921.86	Check
CivicPlus	11/15/2022	245754	Full-service supplementation subscription 10/26/22-8/31/23	\$934.07	Check
Clayton Valley Garden Club	11/15/2022	2022	EH Deposit refund	\$500.00	Check
Comcast Business	11/15/2022	110522	Internet 11/10/22-12/9/22	\$232.52	Check
Contra Costa County - Office of the Sheriff	11/15/2022	CLPD-2209	Toxicology September 2022	\$950.00	Check
Contra Costa County - Office of the Sheriff	11/15/2022	CLPD-322	Blood withdrawals Q1FY23	\$224.70	Check
Contra Costa County Police Chiefs' Assoc.	11/15/2022	22-04	Police Chiefs' Assn dues FY 23	\$775.00	Check
Dave Bang Associates, Inc of California	11/15/2022	CA52536	CCP tot lot parts	\$1,242.57	Check
De Lage Landen Financial Services, Inc.	11/15/2022	78006032	Copier lease November 2022	\$1,004.49	Check
Dillon Electric Inc	11/15/2022	4752	Street light repairs 10/19/22	\$811.00	Check
Dillon Electric Inc	11/15/2022	4753	Street light repairs 10/26/22	\$1,606.00	Check
Geoconsultants, Inc.	11/15/2022	19386	Well monitoring October 2022	\$1,546.50	Check
Hammons Supply Company	11/15/2022	121-032-1,033-1,074,	Janitorial supplies October 2022	\$428.35	Check
Health Care Dental Trust	11/15/2022	322078	Dental November 2022	\$1,570.22	Check
LarryLogic Productions	11/15/2022	2052	CC meeting production 11/1/22	\$440.00	Check
Maintenance Agents, LLC	11/15/2022	1637-1639	Gutter cleaning, CH, End Hall, Library	\$2,000.00	Check
Marla Lane	11/15/2022	110422	Hoyer Hall Deposit refund	\$217.00	Check
Mission Square Retirement	11/15/2022	20220930-109-320171A	Annual plan fee Q2 FY23	\$125.00	Check
MPA	11/15/2022	918-29898	Life/LTD November 2022	\$1,261.08	Check
MSR Mechanical, LLC	11/15/2022	SVC006253,4, 006312	HVAC services October 2022	\$6,210.50	Check
Occupational Health Centers of California	11/15/2022	77107357	PD Pre-employment exam	\$455.00	Check
Pacific Telemanagement Svc	11/15/2022	2095692	Courtyard pay phone November 2022	\$70.00	Check
Rural Pig Management, Inc	11/15/2022	CC110122	Pig control November 2022	\$3,000.00	Check
SCA of CA, LLC	11/15/2022	104311CS	Street sweeping October 2022	\$4,500.00	Check
Site One Landscape Supply, LLC	11/15/2022	124494330-001	Herbicide, Seed, Weed & Feed	\$629.59	Check
Staples Business Credit	11/15/2022	1645025811	Office supplies	\$230.60	Check
Stericycle Inc	11/15/2022	3006215561	Medical waste disposal	\$71.66	Check
Swenson's Mobile Fleet Repair	11/15/2022	I005558-I005564	PW vehicle svcs, destination fee	\$5,359.95	Check
Vision Service Plan (CA)	11/15/2022	816319002	Vision November 2022	\$44.97	Check
Waraner Brothers Tree Service	11/15/2022	16199	Tree work Horse Trail near Stranahan, Semillion Cir	\$4,320.00	Check
West Coast Surfacing, LLC	11/15/2022	0086	Playground repairs, CCP, The Grove Park	\$1,500.00	Check
Workers.com	11/15/2022	134789	Seasonal workers week end 10/23/22	\$5,375.13	Check
Workers.com	11/15/2022	134841	Seasonal workers week end 10/30/22	\$3,910.59	Check

\$191,288.58

Payroll Summary

City of Clayton

Check Date: 11/04/2022

Process: 2022110401

Pay Period: 10/17/2022 to 10/30/2022

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Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	29	0.00	73,600.54	73,600.54	
	Totals	29	0.00	73,600.54	73,600.54	→ 73,600.54

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	EFSDU	1	0.00	358.15	358.15	
	Agency	Regular	1	0.00	663.50	663.50	
	Totals		2	0.00	1,021.65	1,021.65	→ 1,021.65
Total Net Payroll Liability				0.00	74,622.19	74,622.19	→ 74,622.19

Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	103,675.41	103,675.41			
California SITW			Semi-Weekly	102,161.95	102,161.95	4,813.33		
Totals						4,813.33	0.00	→ 4,813.33

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	103,675.41				
California SUI		0.020000	Quarterly	103,675.41				
Totals						0.00	0.00	→ 0.00

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax			Semi-Weekly	102,161.95	102,161.95	13,341.42		
Medicare			Semi-Weekly	103,675.41	103,675.41	1,503.30		
Medicare - Employer			Semi-Weekly	103,675.41	103,675.41		1,503.29	
OASDI			Semi-Weekly	1,844.52	1,844.52	114.36		
OASDI - Employer			Semi-Weekly	1,844.52	1,844.52		114.36	
Totals						14,959.08	1,617.65	→ 16,576.73
Total Tax Liability						19,772.41	1,617.65	→ 21,390.06

Total Payroll Liability	96,012.25	→ 96,012.25
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Transfers

Type	Date	Source Account	Amount
Dir Dep	11/3/2022		73,600.54
Tax	11/3/2022		21,390.06
Trust Agency	11/3/2022		1,021.65



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 11/1/2022 at 12:19 PM

Payroll Summary

City of Clayton

Check Date: 11/04/2022

Process: 2022110401

Pay Period: 10/17/2022 to 10/30/2022

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Totals Transfers

96,012.25



96,012.25

Tax Deposits

Required Tax Deposits

Tax

Due On

Amount

(Deposit made by Service Bureau) California SITW 11/9/2022 4,813.33

(Deposit made by Service Bureau) Federal Income Tax 11/9/2022 16,576.73

Total Tax Deposits

21,390.06



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 11/1/2022 at 12:19 PM



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

DATE: November 15, 2022

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

RECOMMENDATION

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

BACKGROUND

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

On September 20, 2021, February 2, 2022, March 1, 2022, April 15, 2022, June 14, 2022, July 5, 2022, August 9, 2022, September 1, 2022 and October 4, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and continues to encourage on-line meetings over in-person public meetings if feasible. If in-person meetings occur, the County Health Officer recommends physical distancing of six feet of separation between all attendees to the extent possible. The proposed resolution provides that the City Council and all subsidiary City boards and commissions may choose to hold fully virtual video and teleconference meetings while the state of emergency is still in effect and physical distancing is recommended.

In order to continue to be able to hold video and teleconference meetings as needed for COVID/public-health related reasons, the City Council will need to review and make

findings every thirty days that the state of emergency continues to directly impact the ability of the members to meet safely in person and that state or local officials continue to impose or recommend measures to promote physical distancing.

FISCAL IMPACT

None.

Attachments

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

RESOLUTION NO. ##-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING THE
COVID-19 STATE OF EMERGENCY UNDER AB 361**

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

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

WHEREAS, on September 20, 2021, February 2, 2022, March 1, 2022, April 15, 2022, June 14, 2022, July 5, 2022, August 9, 2022, September 1, 2022 and October 4, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and encourages on-line meetings if feasible and if in person meetings occur then recommends physical distancing of six feet of separation to the extent possible and masking for all attendees;

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

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

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

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

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 15th day of November 2022, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

**THE CITY COUNCIL OF CLAYTON,
CA**

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: November 15, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Apex Technology Management for \$68,000 for an Initial One-Year Term for Information Technology Security, Communication and Infrastructure Improvements (\$35,000) and Managed Information Technology Support (\$33,000) and for Managed Information Technology Services for \$33,000 Annually for up to a Four-Year Term Total

RECOMMENDATION

It is recommended that the City Council adopt a Resolution awarding a Professional Services Agreement to Apex Technology Management for Information Technology Security, Communication and Infrastructure Improvements and Managed Information Technology Services.

BACKGROUND

For many years, IT Services for the City have only been provided on an ad hoc basis without a more comprehensive analysis or strategic approach. This has led to a variety of concerns including incompatibilities, failure to leverage modern and powerful software tools and a system that is not adequately secure. These challenges were identified in the FY2020/21 Financial Audit that indicated improvements were needed in IT security and operations. In response to this need, the City Council included specific funding in the FY2022/23 budget for IT improvements.

DISCUSSION

Based on the findings in the FY2020/21 audit, staff sought out a firm to perform an evaluation of IT systems and security. The City received two proposals for this work. Of the two proposals, Apex Technology offered a broader analysis at a lower cost and they were selected for the evaluation.

The evaluation performed by Apex indicated a number of areas where the City needs to improve its information technology systems, from the standpoint of hardware, software and business processes including how IT security and support is provided. The City's current systems are not compliant with best practices for security and stability.

Having received the analysis, staff solicited quotations for support services. The City also received two proposals for IT improvements and ongoing support along with evaluating the option to stay with our current provider. Our current provider cannot provide the broad scope of services needed for improved security and monitoring and was eliminated from consideration for ongoing general IT support. Both of the proposals from new companies for comprehensive support were similar in price. Of the other two proposals, Apex offers a wider scope of services for a similar price and is recommended for approval.

FISCAL IMPACTS

Ongoing annual:

- Proposed - \$32,715
 - Adobe Acrobat - \$969
 - Microsoft 365, Microsoft Defender - \$3,514
 - Multi-factor authentication, Security training, Password Manager - \$2,232
 - Help Desk/IT Support/24/7 Monitoring - \$26,000
- Current – \$18,069 - \$23,069
 - Adobe Acrobat - \$969
 - Microsoft - \$2,100
 - Multi-factor authentication, Security training, password manager – currently not provided
 - Digital Services (IT support) – \$15,000 - \$20,000
 - 24/7 Monitoring – currently not provided

One-time:

- One-time Upgrade equipment, installation and onboarding: \$35,000 (funding for these one-time upgrades was included in the FY2022/23 budget)

By awarding the ongoing support agreement at the same time as the one-time project costs to update the systems, the City will save 20% on the labor/professional services costs for the modernization project.

The additional ongoing costs for the improved IT systems that are more stable, secure and reliable is approximately \$10,000-\$12,000 per year. This can be absorbed in the budget by reducing spending in a number of smaller categories including lower Comcast internet costs due to re-negotiating pricing, eliminating the use of an outside storage unit that is no longer needed, eliminating the City Manager's technology allowance and reducing spending on education and training. Additionally, staff is working on identifying if there are businesses that are not paying the appropriate business license fees which could increase revenues by \$8,000-\$10,000 per year.

The need to have safe, reliable and secure technology services is worth the minor reductions in these other areas. The long-term costs of not making these changes could be many times higher if systems become unreliable or the City is subject to cyber-criminal activity.

Attachments:

1. Resolution
2. Professional Services Agreement with Apex Technology
3. IT Security, Communication and Infrastructure Solutions Proposal
4. Total Support Gold (Help Desk) Scope of Work

RESOLUTION NO. ##-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON,
CA AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH APEX
TECHNOLOGY MANAGEMENT FOR \$68,000 FOR AN INITIAL ONE-
YEAR TERM FOR INFORMATION TECHNOLOGY SECURITY,
COMMUNICATION AND INFRASTRUCTURE IMPROVEMENTS
(\$35,000) AND MANAGED INFORMATION TECHNOLOGY SUPPORT
(\$33,000) AND FOR MANAGED INFORMATION TECHNOLOGY
SERVICES FOR \$33,000 ANNUALLY FOR UP TO A FOUR-YEAR
TERM TOTAL**

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

WHEREAS, a modern information technology infrastructure is critical to the safe and efficient operation of City government;

WHEREAS, the City of Clayton has evaluated its information technology needs in order to provide a modern secure, stable and reliable technology infrastructure; and

WHEREAS, the City has received proposals to provide updated infrastructure as well as ongoing information technology support services.

NOW THEREFORE, BE IT RESOLVED, the City Council of Clayton does determine the foregoing recitals are true and correct and hereby sets for the following as the official Order of Business of the City Council:

Authorize the City Manager to execute a Professional Services Agreement with Apex Technology Management for:

1. An initial one-year term in the amount of \$68,000 for Information Technology Security, Communication and Infrastructure improvements (\$35,000) and for Managed Information Technology Services (\$33,000); and
2. Managed Information Technology services (including required software) for approximately \$33,000 annually for up to a four-year term total.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 15th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

**CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as December 1, 2022 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 Apex Technology Management, an LLC with its principal place of business at 310 Hemsted Drive, STE 300, Redding CA 96002 (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:

Information Technology Support Services (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." If there is a material difference between the language in a statement of work, addendum, exhibit, quote, or purchase order and the language in this Agreement, then the language in this Agreement will control, unless the language in the statement of work, addendum, exhibit, quote, or purchase order expressly states that it is overriding the conflicting provisions of this Agreement.

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 Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Sixty-Eight Thousand Dollars** (\$68,000) for the Initial Term (as defined herein), which includes a one-time initial fee of \$35,000. For each subsequent one-year term, the total amount paid for services rendered by Consultant shall not exceed Thirty-Three Thousand Dollars (\$33,000). 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 12/1/2022 to 11/30/2023 (the "Initial Term"), 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, and industry-wide or regional supply chain issues beyond the control of the Vendor.

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, Warranties, and Limitation of Liability

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. The services, including all hardware, software, and third-party products are provided "as-is" and "as available" without warranty or condition of any kind, including but not limited to the implied warranties or conditions of merchantable quality and fitness for a particular purpose. Consultant does not warrant that the service will meet any particular need or that the operation will be error free.

In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, even if advised of the possibility thereof, including any damages whatsoever for resulting from the loss of use, data, or profits, whether in an action based on contract or tort arising out of or in connection with the use or performance of services.

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) Contractual Liability with respect to this Agreement
- (7) Property Damage
- (8) 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:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 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, except to the extent caused or resulting from the sole negligence or willful misconduct of the City. 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. 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.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) 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.

17. 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.

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:

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

CONSULTANT:

Apex Technology Management, LLC
310 Hemsted Drive, STE 300
Redding, CA 96002
Attn: Chief Operating Officer

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Time of Essence

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

28. 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.

29. 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.

30. No Hire or Interference.

To the extent permitted by law, both Parties agree that at all times while this Agreement is in effect and for twelve (12) months after the Agreement terminates, neither Party will solicit, hire, retain (including consultants of the other Party) any employee or any former employee who has left employment within twelve (12) months prior to such hiring.

[SIGNATURES ON FOLLOWING PAGE]

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

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

CITY OF CLAYTON

Apex Technology Management, LLC

By: _____
Reina J. Schwartz
City Manager

By: _____
Its: Chief Operating Officer

Printed Name: Matthew Fristoe

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Services

Apex Total Support Gold Service Level Agreement Gold Exhibit A

System Users:

This Agreement has as its scope up to 12 enabled Active Directory users, referred to in this document as the client's network users. Additional users will be billed at \$125.00 per month per User.

Once a User is accepted by this Agreement, the terms of this agreement take effect for that user. The definitive listing of covered Users will be available to Apex and will be made available at any time upon request.

Infrastructure Services:

In addition to PC and server maintenance, Apex agrees to provide Client with regular and necessary remote infrastructure services required to provide the Managed Services described in this Agreement.

Customer Requirements:

1. High-speed (broadband or equivalent) internet access
2. Hardware maintenance or hot spare program
3. Server software licenses and maintenance
4. Anti-virus software and signature update subscription
5. Backup software and media that meets size and function requirements
6. VPN access for Apex personnel

Covered Services:

The following options that have been selected by the client will be performed remotely, as services by Apex on the covered client servers, workstations and network infrastructure, as described in this services level agreement.

Servers

- Server Backup Monitoring (Suitable backup system provided by client. Client responsible for media rotation)
- Unlimited 9x5* Remote Helpdesk Support
- Remote Disaster Recovery
- Remote Support

- Remote Maintenance
- Event Log Monitoring
- Monitor Drive Space On All Supported Servers
- 24x7 Monitoring Of Server Availability
- 24x7 Monitoring Of Critical Devices & Services
- 24x7 Remote Access for Server Down Situations
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Network Infrastructure

- Unlimited 9x5* Remote Helpdesk Support
- Management of Router & Firewall Rules
- Existing Wireless Access Point Configuration & Maintenance
- Virtual Private Network (VPN) & Wide Area Network (WAN) Monitoring
- Key Network Element Configuration Backup

Workstations

- Unlimited 9x5* Remote Helpdesk Support
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Applications

- Microsoft Exchange
- Microsoft SQL Server
- Two hours included per month for Application Updates
- Network Application Updates/Upgrades (Anti-virus, Anti-SPAM, Anti-Spyware, Etc.)

End User Support

- Unlimited 9x5* Remote Helpdesk Support
- Phone Support
- Limited Assistance With PDAs, Cell Phones, Mobile Devices, Etc. (Business Apps. Only)
- Remote Access (Work from Home/TeleWorker) Support
- Password resets, account lockout resets, login problem assistance

Network Administration

- Adding, modifying, disabling & deleting users and passwords
- Network Policy Enforcement
- SPAM (junk email) software management, if provided by Apex
- Network & VPN access administration

Security

- 24/7 Firewall monitoring & alerting option
- Network Policy Enforcement
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)
- Security management

Best-In-Class Support & Monitoring Tools

- Enterprise level monitoring & reporting
- Flexible, fast & secure remote support
- Trouble-ticket tracking & reporting
- Knowledge base
- Central monitoring/network operations center console

Planning, Budgeting & IT Management

- Assigned Virtual Chief Information Officer (VCIO)
- Monthly executive summary report
- Strategic technology consulting
- Technology planning
- Technology budgeting
- Disaster recovery planning
- Trouble ticketing
- Problem escalation & resolution
- Assistance with Vendor selection & management
- IT purchasing
- Warranty management of covered devices
- Create and maintain an inventory of hardware, software and network equipment (reports available upon request)
- Assistance with grant requests
- Monthly management meeting or board meeting participation

Other Advantages

- Service Level Agreement
- Priority phone access for all calls
- Discounted rates for project work and MACs (moves, adds and changes)
- Proactive Issue Detection And Resolution
- Highest priority response to network issues

* 9x5 refers to the Apex NOC (Network Operations Center) HelpDesk hours of 8:00 am – 5:00 pm M-F, excluding holidays

Services do not include repair or service required as a result of:

- * Neglect, theft, or accidental damage of the equipment;
- * Alterations or modifications to the equipment performed by other than Apex or authorized Apex agent;
- * The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by Apex (including, but not limited to, proper electrical power, internet access, air conditions, & humidity control);
- * The use of the equipment for purposes other than those for which it was designed;
- * Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
- * Cutoff of services to Client by any utility; Acts of God.
- * Software or Hardware not owned by the Client are specifically excluded.
- * Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by a 3rd party vendor.
- * Labor for troubleshooting, configuring or installing non-business-related software such as i-tunes, and games.
- * Software or Hardware not covered under a valid maintenance contract or warranty with the vendor or OEM are specifically excluded.
- * Materials, Parts or Hardware warranty coverage
- * Projects (new equipment installation, new applications etc.)
- * Red flagged equipment not meeting Apex requirements
- * Software unrelated to business needs (iTunes, Windows Media Player, games, etc.)

Response

During normal business hours (defined as Monday to Friday 8:00 a.m. to 5:00 p.m. Pacific Time, excluding holidays), upon receiving an alert from a covered server for key network device, within 90 minutes Apex will log the alert and begin troubleshooting the issue remotely. Apex will notify the Client Primary Contact, and provide technical support up to the levels defined by the service level.

Software Update Release Schedule

Apex defines 5 levels of criticality for Microsoft software updates and patches, as follows:

Critical:	<ul style="list-style-type: none">- An update that resolves security vulnerability whose exploitation could allow propagation of a worm or virus without user action.- Apex will test and approve or disapprove updates within 3 business days. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Important:	<ul style="list-style-type: none">- An update that resolves security vulnerability whose exploitation could result in compromise of the confidentiality, integrity, or availability of Client's data, or of the integrity or availability of covered devices or services. An update that resolves a major functionality flaw or results in dramatically improved performance of the software.- Apex will test and approve or disapprove updates within 10 business days. Once approved, Apex will initiate the deployment process as defined above in the RFC process.

Moderate and Low:	<p>- An update that resolves a security vulnerability whose exploitation can be mitigated to a significant degree by factors such as default configuration or auditing, or whose exploitation is extremely difficult or whose impact is minimal. An update that resolves a minor functionality flaw or results in marginally improved performance of the software.</p> <p>- Apex will test and approve or disapprove updates within 3 calendar months. Once approved, Apex will initiate the deployment process as defined above in the RFC process.</p>
Service Release:	<p>- An update that adds major functionality to a software product or changes its functionality, or a bundled package of updates accumulated over the course of several months or years. Typically referred to as a servicepack, service release, maintenance release, or functionality release, and identified by a change in the minor version number (ie. Adobe Photoshop 6.0 to 6.1). Typically released by the vendor at no cost.</p> <p style="text-align: center;">Service Release Updates are ONLY available to the Platinum and Gold Plans.</p> <p>- Apex will test and approve or disapprove the service release within 3 calendar months. Once approved, Apex will initiate the automated deployment process as defined above in the RFC process.</p>
Major Revision:	<p>- A major functionality upgrade identified by the vendor as a new version of the product, and which typically requires payment or maintenance contract to obtain. Typically identified by a change in the major version number (ie. Microsoft Windows 2000 to Microsoft Windows 2003 Backup Exec 9 to Backup Exec 10).</p> <p style="text-align: center;">Major revision updates are available to the PLATINUM PLAN ONLY.</p> <p>- Apex will test and approve or disapprove the major revision within 9 calendar months. Once approved, Apex will submit a change request and will work with Client to determine any required architecture or functionality changes and define the implementation schedule. Any revision updates requiring more than 2 hours labor will be considered to be a project and will be out of scope.</p>

Other updates:

Driver updates, BIOS upgrades, firmware updates, and other update types not mentioned specifically elsewhere in this document, are installed only in the event that they are known or expected to resolve an open service request, if they are known or expected to resolve a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.



Total Support Gold Agreement, Exhibit A

SPECIAL NOTES & CALCULATIONS

- **A \$500.00/month Total Support base fee will be invoiced in addition to the per-user fee. This amounts to a total of \$2,000.00 per month. (12 users + base fee)**
- **One (1) Quarterly on-site VCIO & Lead Tech maintenance visit included. Also available anytime using Zoom/Teams.**
- **Additional On-Site Support, including emergencies, is available. A \$250.00 per day "Trip Fee", and technician on-site time at Gold discounted hourly rates would be invoiced separately from the proposed monthly cost. (not applicable to the included quarterly on-site maintenance visit)**
- **During onboarding, the actual number of users will be determined and reconciled. The monthly Total Support Gold charge will be updated to reflect that.**
- **Special projects and monthly subscription and/or Cloud service charges would be billed separately.**

For example: anti-virus, Office 365 email, cloud backups, MFA, email SPAM filtering etc.

- A One-time onboarding fee of \$3,750.00 will be invoiced to the client. As an option, this fee can be split over the initial 12-months of the agreement. (\$312.50 per month)

Severity	<p>Severity is based on the critical nature of a system, equipment or application. An issue with a server that runs the primary application for the entire organization and affects 60 people would be a <i>High Severity</i> issue.</p> <p>An issue with a workgroup printer that affects 10-15 people would be a <i>Medium Severity</i> issue.</p>
Impact	<p>Impact is the level to which the problem/issue is preventing use of the system, equipment or application. For example, a server that is completely down would be a <i>High Impact</i> issue, whereas a server that is running very slowly would be a <i>Medium Impact</i> issue and a server that needs a non-critical update installed would be a <i>Low Impact</i> issue.</p> <p>A High Severity/High Impact issue would be a critical server affecting the entire network being down. If the same server is running very slowly but is usable it would be a High Severity/Medium Impact issue.</p>
Response Times	<p>Response Times are calculated from the time a ticket is created in Apex's ticketing system - this is done at the time of call or email receipt. Response times in this grid are during business hours.</p> <p>Only High Severity/High Impact issues will be addressed outside of business hours as part of this agreement, after hours response time is 4-hour maximum response for High Severity/High Impact.</p>

Only High Severity/High Impact issues will be addressed outside of business hours as part of this agreement, after hours response time is 4-hour maximum response for High Severity/High Impact.

Service Response Time *			
	Initial Telephone Response Time	Begin Remote Remediation	Resolution
High Severity / High Impact	60 minutes	90 minutes	1.5 Days
High Severity / Medium Impact	90 Minutes	2 Hours	3 Days
High Severity / Low Impact	4 Hours	8 Hours	2 Weeks
Medium Severity / High Impact	90 Minutes	2 Hours	3 Days
Medium Severity / Medium Impact	2 Hours	5 hours	1 Week
Medium Severity / Low Impact	8 Hours	1 Week	2 Weeks
Low Severity / High Impact	4 Hours	8 Hours	3 Days

Low Severity / Medium Impact	1 Day	2 Days	2 Weeks
Low Severity / Low Impact	2 Days	1 Week	4 Weeks

** These response times are "Worst Case" maximum guaranteed response times for properly reported issues. Gold Support customers always receive the highest priority response and in most cases support is available immediately.*

** All times listed are in business hours, 1 day = 8 business hours.*



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Quote #:	APXQ29745-06
Date:	10/25/2022

Quotes are valid for 30 days

City of Clayton 2022 IT Security, Communication & Infrastructure Solutions

Prepared For:

Reina Schwartz

City of Clayton

6000 Heritage Trail

Clayton, CA 94517

United States

Email: reinas@claytonca.gov

Phone: (925) 673-7300

Prepared By:

David Bliss

CTO

(530) 248-1017

dbliss@apex.com



Notes:

Includes labor for 12 workstations

Qty	Description	Unit Price	Ext. Price
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Products

City Wide Solutions

12	Productivity - Microsoft 365 Business Premium - 1 User - Annual Commitment, Billed Monthly (Formerly named Microsoft 365 Business)	\$22.00	\$264.00
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Microsoft Office 365 - Business Premium
- Business Class Email
- Outlook
- Word
- Excel
- PowerPoint
- Publisher (PC ONLY)
- Access (PC ONLY)
- Teams
- Exchange
- OneDrive
- SharePoint
- Intune
- Azure Information Protection
- Defender for 365 - Advanced Threat Protection

12	Microsoft Defender for Office 365 (Plan 1) - 1 User - Annual Commitment - Billed Monthly	\$2.40	\$28.80
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Augment security for email only users

Office 365 Advanced Threat Protection (ATP) protects by preventing dangerous links and malicious attachments from entering your organization via email and other tools (like SharePoint, OneDrive, and Teams)
Protects email and collaboration from zero-day malware, phishing, and business email compromise.
Adds post-breach investigation, hunting, and response, as well as automation, and simulation (for

Qty	Description	Unit Price	Ext. Price
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training).

Technologies include everything in EOP plus:

Safe attachments

Safe links

Microsoft Defender for Office 365 protection for workloads (ex. SharePoint Online, Teams, OneDrive for Business)

Time-of-click protection in email, Office clients, and Teams

anti-phishing in Defender for Office 365

User and domain impersonation protection

Alerts, and SIEM integration API for alerts

24	Multi-factor Authentication - Cisco Duo Security Standard - 1 User - Annual Commitment, Billed Monthly	\$3.00	\$72.00
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Duo MFA makes two-factor authentication easy for your users. Duo provides an easy-to-use, secure mobile authentication app for quick, push notification-based approval to verify your user's identity with their smartphone or optional U2F token support.

24	Apex Digital Umbrella 3.0 M365 Cloud Backup Service - 12 Month Cloud Retention - 1 User - Annual Commitment, Billed Monthly	\$3.00	\$72.00
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Digital Umbrella M365 Cloud Backup Service - 12 Month Cloud Retention

Backups include the following:

One Drive

Mailbox

Calendar

Contacts

Teams

Shared Mailboxes

Sharepoint

- Encrypted data both at rest and in transit.

- Meets PCI and HIPAA guidelines.

Backup snapshots are retained for up to 1 year in the cloud following the schedule denoted below:

3X daily backups are retained for 30 days

Dailies are kept after 30 days

Weeklies are kept after 90 days, then stored rolling, for up to 1 year

12	Security Awareness Training (Monthly Per User Cost)	\$2.00	\$24.00
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Short security awareness training emails and videos for educating your staff on Cybersecurity threats.

- These are distributed at a frequency of your choosing, but we recommend monthly. You will get reports showing the level of participation by your staff.

- An annual 45 minute video with in depth security awareness training is also included. This is also available as part of your employee onboarding. We recommend each new employee watch this as part of your onboarding process. These are tracked can be reported to show completion levels.

- Phishing email campaign (ongoing) your staff will get random emails that look legitimate, but are harmless phishing emails. If they click on a link in these emails, we get notified and work with you to ensure they receive follow up coaching and security training. This is a valuable tool to ensure employees are being careful when opening and clicking on attachments and links.

Qty	Description	Unit Price	Ext. Price
12	Passportal Password Management 1 User - Annual Commitment, Billed Monthly  <i>Passportal Password Management Service Features</i> <i>Centralize and secure corporate & individual passwords</i> <i>Faster access to websites and applications</i> <i>Folders to organize and categorize credentials</i> <i>Automatic generation of audits and reports to help with tracking and regulatory compliance reporting</i> <i>Help ensure passwords are frequently rotated and use strong password strings to thwart hackers</i> <i>Run report of passwords known by departing employees so clients can remove their access to company systems</i> <i>Tools to grant or revoke employees access to systems and networks capabilities</i> <i>Run audits and reports internally</i> <i>Password history retention</i>	\$1.50	\$18.00
7	Adobe Acrobat Pro DC for Teams - Team Licensing Subscription - 1 User - Price Level 2 - (10-49) - Volume - Adobe Value Incentive Plan (VIP) - PC, Intel-based Mac (Annual Subscription) 	\$193.68	\$1,355.76
1	MFAuth - Duo D-100 Hardware Tokens - 10 Pack Duo hardware tokens cannot be returned except pursuant to warranties. Due to security reasons, Duo hardware token orders may not be cancelled, suspended, changed, or returned. 	\$220.00	\$220.00 T
1	Network Cable - Cat6 - Tripp Lite - 3 ft - Black - 50 Pack 	\$105.81	\$105.81 T
1	Network Cable - Cat6 - Tripp Lite - 2 ft - Black - 50 Pack 	\$84.46	\$84.46 T

Workstations - Upgrade W10 Home to W10 Business

Qty	Description	Unit Price	Ext. Price
6	Microsoft Upgrade License	\$99.00	\$594.00
	<p><i>Windows 10 Home to Pro Upgrade</i> <i>All the features of Windows 10 Home plus enterprise-grade security, powerful management tools like BitLocker device encryption, and enhanced productivity with remote desktop.</i> <i>Licensed for 1 PC or Mac. Allows for MS 365 Intune central management.</i></p>		

City Hall - Third Floor

1	**DROPSHIP** Enclosure - Wall Mount - Tripp Lite - Locking - Black - 10U	\$394.11	\$394.11 T
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Maximum load capacity of 200 lbs (90.7 kgs)
Swings away from wall on hinge for easy back-door access
Locking steel cabinet vented at sides, front, top and bottom
Flow-through ventilation keeps equipment cool
Maximum Device Depth: 20.5 Inches
Dimensions: 21.57 x 23.62 x 21.6 Inches
5-year limited warranty

2	Cable Management - Horizontal Cable Manager - Tripp Lite - Black - 1U	\$54.34	\$108.68 T
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1U 19-inch Horizontal Cable Manager -finger duct with cover
Helps eliminate cable stress
Organizes cables within SmartRack enclosure or open rack
Required mounting hardware included
Cold rolled steel with black finish
5-year limited warranty

1	Network Router/Firewall - SonicWall TZ370 - UPGRADE w/Advanced Edition - 3 Year	\$1,795.15	\$1,795.15 T
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TZ370 Gen 7 Hardware
(requires qualifying SonicWall and/or competitive trade in hardware)
Requires competitor firewall or existing trade up

- Firewall Inspection Throughput - 3 Gbps
- Application Inspection Throughput - 1.5 Gbps
- IPS Throughput - 1.5 Gbps
- Threat Prevention Throughput - 1 Gbps
- VPN Throughput - 1.3 Gbps
- 8 Ethernet Ports




SonicWall Advanced Protection Service Suite:

- Gateway Anti-Virus, Intrusion Prevention, Application Control, Content Filtering Service, Comprehensive Anti-Spam, Basic DNS Security, Capture ATP cloud-based sandbox filters for ransomware & encrypted malware
- Includes Cloud Management with 7 Days of Cloud-Based Reporting
- Capture ATP cloud-based sandbox filters for ransomware & encrypted malware
- Optional Advanced Cloud Analytics & Advanced DNS Security add-ons
- 24x7 SonicWall support

Requires Upgrade from Eligible Device






1	Network Router/Firewall - Rack Mount - SonicWall TZ470 / TZ370	\$156.98	\$156.98 T
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Qty	Description	Unit Price	Ext. Price
1	<p>Cisco 250 CBS250-48PP-4G Ethernet Switch - 48 Ports - Manageable - 2 Layer Supported - Modular - 4 SFP Slots - 195 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty</p>  <p><i>Build a reliable, easy-to-use business network at an affordable price. In today's hyper-connected world, reliable access to network resources is critical to all businesses. However, you also need to invest wisely to stay competitive, knowing how to separate the essential from the extraneous and get the most value for your dollar. For investment in network infrastructure, building a solid foundation for your business is essential, but it doesn't mean you need the most advanced feature set on the market. For businesses requiring high performance, advanced security, and rich manageability from the network, fully managed switches are an excellent choice. However, they also typically come with high price tags. Smart switches provide the right level of network features and capabilities for growing businesses at a lower price, so you'll have more dollars to put toward other areas of your business.</i></p>	\$831.89	\$831.89 T
1	<p>Cisco Smart Net Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts - 1 year</p>	\$96.16	\$96.16
2	<p>Wireless - Access Point - Ubiquiti Unifi WiFi 6 Pro, Indoor, 4x4 MIMO</p>  <p><i>2 x Third Floor</i> <i>Features:</i> <i>Dual-band WiFi 6 (802.11ax)</i> <i>5 GHz (4x4 MU-MIMO and OFDMA) band with a 4.8 Gbps throughput rate</i> <i>2.4 GHz (2x2 MU-MIMO and OFDMA) band with a 573.5 Mbps throughput rate</i> <i>Operates at full 4x4 MIMO with 160 MHz bandwidth</i> <i>Guest Traffic Isolation, which enhances wireless network security and lowers traffic congestion</i> <i>Included universal mounting plate, backing plate, and screw kit</i></p> <p>IMPORTANT! <i>Unless otherwise specified all Ubiquiti hardware purchases are final and not returnable after purchase.</i></p>	\$172.85	\$345.70 T
1	<p>CyberPower OR700LCDRM1U Smart App LCD UPS Systems - 700VA/400W, 120 VAC, NEMA 5-15P, 1U, Rackmount, 6 Outlets, LCD, PowerPanel® Business, \$300000 CEG, 3YR Warranty</p>  <p><i>A rackmount UPS with line interactive topology, the CyberPower Smart App LCD OR700LCDRM1U provides battery backup (using simulated sine wave output) and surge protection for department servers, workgroup servers, workstations, network devices, and telecom installations without active PFC power supplies. The OR700LCDRM1U uses Automatic Voltage Regulation (AVR) to correct minor power fluctuations without switching to battery power, which extends battery life. AVR is essential in areas where power fluctuations occur frequently. The OR700LCDRM1U comes with a three-year warranty and a \$300,000 Connected Equipment Guarantee. More from the Manufacturer</i></p>	\$310.12	\$310.12 T

Will require additional cabling estimates for network drops.

Maintenance Building

Qty	Description	Unit Price	Ext. Price	
1	**DROPSHIP** Enclosure - Wall Mount - Tripp Lite - Locking - Black - 10U  <p> Maximum load capacity of 200 lbs (90.7 kgs) Swings away from wall on hinge for easy back-door access Locking steel cabinet vented at sides, front, top and bottom Flow-through ventilation keeps equipment cool Maximum Device Depth: 20.5 Inches Dimensions: 21.57 x 23.62 x 21.6 Inches 5-year limited warranty </p>	\$394.11	\$394.11	T
2	Cable Management - Horizontal Cable Manager - Tripp Lite - Black - 1U  <p> 1U 19-inch Horizontal Cable Manager -finger duct with cover Helps eliminate cable stress Organizes cables within SmartRack enclosure or open rack Required mounting hardware included Cold rolled steel with black finish 5-year limited warranty </p>	\$54.34	\$108.68	T
1	Cisco 250 CBS250-48PP-4G Ethernet Switch - 48 Ports - Manageable - 2 Layer Supported - Modular - 4 SFP Slots - 195 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty  <p> Build a reliable, easy-to-use business network at an affordable price! In today's hyper-connected world, reliable access to network resources is critical to all businesses. However, you also need to invest wisely to stay competitive, knowing how to separate the essential from the extraneous and get the most value for your dollar. For investment in network infrastructure, building a solid foundation for your business is essential, but it doesn't mean you need the most advanced feature set on the market. For businesses requiring high performance, advanced security, and rich manageability from the network, fully managed switches are an excellent choice. However, they also typically come with high price tags. Smart switches provide the right level of network features and capabilities for growing businesses at a lower price, so you'll have more dollars to put toward other areas of your business. </p>	\$831.89	\$831.89	T
1	Cisco Smart Net Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts - 1 year	\$96.16	\$96.16	
2	Wireless - Access Point - Ubiquiti Unifi WiFi 6 Pro, Indoor, 4x4 MIMO  <p> Features: Dual-band WiFi 6 (802.11ax) 5 GHz (4x4 MU-MIMO and OFDMA) band with a 4.8 Gbps throughput rate 2.4 GHz (2x2 MU-MIMO and OFDMA) band with a 573.5 Mbps throughput rate Operates at full 4x4 MIMO with 160 MHz bandwidth Guest Traffic Isolation, which enhances wireless network security and lowers traffic congestion Included universal mounting plate, backing plate, and screw kit IMPORTANT! Unless otherwise specified all Ubiquiti hardware purchases are final and not returnable after purchase. </p>	\$172.85	\$345.70	T
2	Wall Bracket for Wireless Access Point w/Cover Right Angle White - Tripp Lite  <p> Durable steel bracket mounts your Wi-Fi access point (WAP) high on a wall to protect it from tampering and provide an optimum signal. This SmartRack wall bracket is constructed from heavy-duty cold rolled steel with a durable white powder-coated finish. </p>	\$78.96	\$157.92	T

Qty	Description	Unit Price	Ext. Price	
1	<p>CyberPower OR700LCDRM1U Smart App LCD UPS Systems - 700VA/400W, 120 VAC, NEMA 5-15P, 1U, Rackmount, 6 Outlets, LCD, PowerPanel® Business, \$300000 CEG, 3YR Warranty</p>  <p><i>A rackmount UPS with line interactive topology, the CyberPower Smart App LCD OR700LCDRM1U provides battery backup (using simulated sine wave output) and surge protection for department servers, workgroup servers, workstations, network devices, and telecom installations without active PFC power supplies. The OR700LCDRM1U uses Automatic Voltage Regulation (AVR) to correct minor power fluctuations without switching to battery power, which extends battery life. AVR is essential in areas where power fluctuations occur frequently. The OR700LCDRM1U comes with a three-year warranty and a \$300,000 Connected Equipment Guarantee. More from the Manufacturer</i></p> <p>Will require additional cabling estimates for network drops.</p>	\$310.12	\$310.12	T

Products SubTotal \$7,287.64

Shipping & Handling

1	Shipping & Handling Charge	\$450.00	\$450.00	T
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Shipping & Handling SubTotal \$450.00

Professional Services

1	Professional Services	\$27,138.00	\$27,138.00	
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See included "Exhibit A" for the scope of work.

1	Discount - Active Total Support Agreement - Labor Discount	-\$5,295.00	-\$5,295.00	
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Qty	Description	Unit Price	Ext. Price
3	Travel Expenses (Lodging, Meals, Mileage)	\$250.00	\$750.00



Professional Services SubTotal

\$22,593.00

SubTotal		\$30,330.64
Tax	8.750 %	\$608.24
TOTAL		\$30,938.88

Recurring services to be billed upon service activation

Monthly:

\$478.80

Annual:

\$1,355.76

Fixed Price Project: The total project price will be no more or less. Any possible exceptions will be noted. Project change orders will be billed separately above the project amount. This quote is valid for 30 days from date of issue. Advanced payment of all hardware and software greater than \$500 is required before purchase can be made. Check, credit card or electronic funds transfer are acceptable payment types.

We reserve the right to cancel orders arising from pricing or other errors.

Client Signature

Date

Exhibit A – Professional Services Scope of Work

Project Background and Description Statement

After recent technology assessment the following solutions were determined as necessary to help the City meet its baseline objectives for safety, security, stability and scalability in regards to technology use at the City.

Project Goals & Deliverables:

This solution will provide the following major deliverables in order to achieve a more stable and secure environment that will aid the organization in their drive for success.

- Backup and recovery services for production data
- Secure internet services – Trusted firewall with gateway security services
- Supported Operating systems for workstations
- Remove legacy unsupported applications
- Centralized file sharing solution
- Secure Remote Access solution
- Centralized management platform for users and computers
- Secure Communications (email, IM and file sharing) solution
- Centralized policy management
 - Password, screen lock and account lockout
- Secure Wireless Solution
- Network segmentation
- Secure network solution
- Power protection solution
- Physical security
- Credential management
- Security awareness training for city staff

Scope of Work: Work Breakdown

- Sites
 - City Hall 1st Floor
 - City Hall 3rd Floor
 - Maintenance Building
- Phase 1: Secure Network Infrastructure
 - Centralized cabling
 - Walk through and create detailed plans for cabling estimates
 - Review estimates and assist in selection process
 - Facilitate centralized/labeled and organized cabling for all sites
 - Wireless access point locations at all sites

- City Hall
 - HVAC
 - 1st floor to 3rd floor
 - Maintenance
 - Sprinkler system
 - Computers
- Physical Security at all sites
 - Facilitate installation of locking ventilated enclosures for securing networking equipment
- Install Battery backup equipment at all sites
 - Protect power for all network devices and have ability to monitor and control via network
- Secure Internet services at City Hall
 - Install and configure firewall with gateway security services
 - Intrusion Detection System
 - Content filtering
 - Anti-virus, anti-malware
 - Application filtering (torrent, proxy, data mining)
 - Botnet filtering
 - Geo-IP filtering
 - Configure firewall network segmentation for the following zones
 - Secure devices – LAN
 - Printers
 - Guests
 - Building IOT (Access control, surveillance, etc)
 - HVAC
 - Media streaming
 - Site Connectivity
 - Create VPN Tunnel between Hoyer and City Hall for the following traffic
 - Access from trusted network to HVAC networks for specific communication ports
 - Access from trusted networks to printing networks (allow printing)
- Network Switching at all sites
 - Install and configure layer 2 network switches that support network segmentation, encrypted management, patching, and PoE for phones and wireless access points
- Network – Wireless at all sites
 - Install wireless cloud controller with security profiles for the following
 - Guest internet
 - Bandwidth restricted
 - Peer isolation
 - WPA2 encryption
 - Internet access only
 - Secure internet

- WPA2 encryption
 - Secure network access
- Phase 2 – Secure centralized management and communication platform
 - Multi-factor enrollment
 - Create azure synchronization
 - Create new security group - MFA_DUO
 - Enroll all users into MFA service and register trusted MFA devices
 - Smart phones
 - Deploy hardware tokens to necessary users
 - Enrollment process will include user communication
 - Provide training materials (how to enroll, how to log in using MFA, how to use push, how to use MFA hardware token, how to reach support for issues signing in, how to register new MFA device (lost, stolen, broken, etc)
 - Password manager
 - Configure integration with existing Duo MFA portal
 - Password management training
 - Planning and Onboarding:
 - Provide end user enrollment instructions for how to sign up, and use password manager software
 - Enable client for site access/use
 - Create site end administrator user
 - Setup Security Preferences
 - Setup Default Company folder and security groups for shared credentials
 - Finance
 - HR
 - Maintenance
 - Management
 - IT
 - Deploy Access
 - Website shortcut
 - Password Manager Site Configuration - User setup
 - Import user email accounts
 - Invite users
 - Send training and enrollment steps for the following:
 - Account Activation
 - How to enter and save passwords
 - Installing Mobile App
 - Installing Browser Extension (Chrome, Edge, etc)
 - Deploy Microsoft 365 premium licensing for all users with the following platforms
 - Azure Active Directory – P1
 - Azure Rights Management
 - Azure Intune – Device and policy management
 - Azure Autopilot – Device deployment policy

- Defender for 365 – Advanced threat protection for email, one-drive, sharepoint
 - Data loss prevention
 - Spam filtering
 - Phishing filtering
 - Safe links filtering
 - Encryption for document sharing
- Phase 3 – Backup and recovery services
 - Enable daily backups for
 - One Drive & SharePoint files
 - Email, Calendar, Contacts, Teams
 - Shared Mailboxes
 - Backup Retention:
 - Snapshots are retained for up to 1 year in the cloud following the schedule denoted below:
 - 3X daily backups are retained for 30 days
 - Dailies are kept after 30 days
 - Weeklies are kept after 90 days, then stored rolling, for up to 1 year
- Phase 4 – File Migration from on-prem NAS to SharePoint and One Drive
 - Migration Planning
 - Folder mapping
 - Security controls
 - Security groups
 - Organization settings
 - Organizational configurations
 - SharePoint and OneDrive training for staff
 - Video trainings
 - Two 1 hour - Q&A video call trainings
 - File migration pre-migration
 - Phase 1 – Initial migration of pilot data
 - Phase 2 – 50% of data migrated
 - Phase 3 – 100% of remaining data migrated
- Phase 5 – Workstation management
 - Backup user data to OneDrive
 - Inventory applications and gather installation media for applications where necessary
 - Wipe and reload all workstations with Windows business license
 - Enroll managed workstations into Microsoft Intune immediately after fresh installation
 - Apply the following management policies to the workstations
 - Screen inactivity lock
 - Password complexity policy
 - Device encryption (where supported)
 - Reinstall necessary applications
 - M365 Office Suite
 - Anti-virus
 - Reinstall printers
- Phase 6 – Security awareness training

- Deploy email awareness training for all employees

Project Design and Architecture

- Define impact, requirements, and architecture design.
- Research and compile solution, invasive testing to confirm and validate solution.

Project Management

- Identify dependencies, risks and resources.
- Create project plan and schedule
- Ongoing monitoring and plan correction
- Manage project and status communications

Staging

- Receive hardware/software
 - Verify correct HW/SW
 - Document: Model/Serial No./Service Tag/License Key
- Install and configure HW/SW as necessary to prepare platform for customer installation (in-house)

Training & Documentation

- Overview of finished solution
- Document showing new hardware and software including any new IP addresses or administrative credentials.

Project Information:

Project Schedule

This timeline is a generic schedule with estimated periods for the length of time expected to complete the deliverables of this project. Once the schedule is confirmed and agreed upon by client and Apex, any changes to the agreed upon schedule will be considered a change from the original project scope and may lead to additional project costs (labor, shipping, etc). Project estimated start date expectation should be no sooner than 6 weeks after project signature and required hardware/software payment has been received.

Week	Deliverable
Week 1	Kick off meeting, order hardware, software, ISP circuit
Week 2	Cabling walk-through, scheduling
Week 3	Phase 1: Staging networking equipment
Week 4	Phase 1 - Cabling
Week 5	Phase 1 - Network equipment installation and cutover to new networking
Week 6	Phase 2/3 – Centralize management – MFA, PWD, Licensing, Security, backups
Week 7	Phase 2/3 – continued
Week 8	Phase 4 – File Migration – Planning

Exhibit A – Professional Services Scope of Work

Week 9	Phase 4 - Pre-migration
Week 10	Phase 4 - Cutover
Week 11	Phase 5 – Workstation central management
Week 12	Phase 5 - continued
	Follow up and Project Closure

Project Meetings

Meeting	Attendees	Frequency	Duration
Project Kickoff	Project Manager, Client, Lead Engineer, Sales Engineer	Once, before schedule	1 hour Review BOM, SOW, set schedule
Status Update	Project Manager, Client, Lead Engineer	Weekly	15 min
Project Close	Project Manager, Client, Lead Engineer	Once, at close of project	.5 hours Review BOM, SOW Outstanding items

Client Responsibilities

- Administrative level credentials required for project related deliverables
- Building/Site access if after business hours is required as part of project (key or door code)
- Allocated staff to assist with quality assurance testing during and after cutover periods
- Point of Contact for the organization to coordinate and distribute project related information to the organization
- Provide access to any and all software and licensing necessary to complete the project deliverables

Key Contractors, Partners and Subcontractor Dependencies

Name	Role	Responsibilities
N/A		

This proposal is dependent upon three assumptions:

- 1) Timely access to and responsive cooperation with the vendor responsible for the software and/or hardware being installed and/or configured by Apex;
- 2) All hardware and software has been properly specified (interface, versions, etc.) by the responsible vendor, and is available at the time of installation;
- 3) Upon completion, the software and hardware specified by a third-party/application vendor performs as expected by the vendor and client.

Exhibit A – Professional Services Scope of Work

The above assumptions define expectations that are considered outside of the control and responsibility of Apex Technology Management.

If, for any reason as outlined above, the time required to complete any vendor dependent task exceeds the time budgeted in this proposal, the client will be billed for the actual hours in excess of this budget at the pre-specified project rate.

Existing Hardware and Software Dependencies:

- What hardware are we re-using? Laptops and workstations
- What software are we re-using? Software installed on workstations
- What licensing are we re-using?
 - Replacing 365 licensing

Hardware Decommission:

- No hardware decommissioning will be handled by Apex
- The following equipment can be decommissioned once project is complete
 - Unmanaged network switches
 - Existing wireless repeaters and routers

Project Invoicing

Apex reserves the right to invoice for work completed against a project/phase and receive a timely payment IF the project/phase extends beyond the scheduled completion date AND the project/phase delay is caused by the client OR vendor(s) directly or indirectly contracted by the client. An initial payment for any hardware and software required for this project is required before project scheduling can begin.



A New Charter TECHNOLOGIES Company >

310 Hemsted Drive
Suite 300
Redding, CA 96002
(530) 248-1000 phone
(530) 243-9184 fax

www.apex.com

Quote #:	APXQ29743-01
Date:	8/31/2022

Quotes are valid for 30 days

Total Support Gold (Remote Only)

Prepared For:

Reina Schwartz

City of Clayton

6000 Heritage Trail

Clayton, CA 94517

United States

Email: reinas@claytonca.gov

Phone: (925) 673-7300

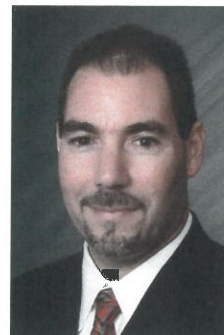
Prepared By:


George Passidakis

Director of Sales & Marketing

(800) 310-2739

gpassidakis@apex.com



Qty	Description	Unit Price	Ext. Price
1	Total Support Gold (Monthly) - Complete 24x7 Monitoring & Network Administration - Windows Server & Workstation Patching - Unlimited Remote Support (via phone, email or web portal) - VCIO Services for Planning, Budgeting and Vendor Management - Discounted Rates on Projects and Out-of-Scope Support <i>See included "Exhibit A" for the Full Description of Service.</i>	\$2,000.00	\$2,000.00
20	Apex Endpoint Security (Monthly)  <i>Includes regularly updated Anti-virus, Zero Day Anti-exploit Protection, and Group Policy based network protections.</i> <i>This covers your current servers and workstations. As net new devices are added, each one will automatically be covered by Apex Endpoint Security and the monthly invoice will be adjusted to account for it.</i> <i>Labor for the transition is covered by your Total Support plan.</i>	\$4.00	\$80.00
1	One-Time Onboarding & Transition Fee: - Work with current provider on the transition. (if needed) - Installation of monitoring agents on all covered devices. - Building profile of monitors, alerts and alarms. - Documentation of Network Topology and Knowledge Base. - Full labeling and documentation of covered aspects of network. - Onboarding meeting(s) with VCIO to explain process and procedures. - Technician training and familiarization with client's IT environment. <i>See included "Exhibit A" for the Description of Service.</i>	\$3,750.00	\$3,750.00

Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

		SubTotal	\$3,750.00
Recurring services to be billed upon service activation		Tax 8.750 %	\$0.00
Monthly:	\$2,080.00	Annual:	\$0.00
		TOTAL	\$3,750.00

Taxes, shipping, handling and other fees may apply. This quote is valid for 30 days from date of issue. Check, credit card or electronic funds transfer are acceptable payment types. Apex reserves the right to cancel orders arising from pricing or other errors.

Client Signature

Date

Exhibit A – Description of Services

Total Support Gold: *\$2,000.00 per Month*

Goal of Service:

To automate and ensure all I.T. operations are being maintained to an enterprise standard support level. And to enable Apex to have detailed knowledge of your systems to diagnose and resolve issues with as little disruption as possible.

This service includes unlimited remote phone and internet support with escalation paths to all levels of engineering resources, within the scope of this agreement. The Apex Network Operations Center (NOC) will also connect in remotely to proactively address issues identified by our monitoring system.

Specific Services Covered:

Includes a Total Support Base Fee of \$500.00 per month and up to Twelve (12) Users

- Additional Users can be added at any time. (\$125.00 /month each)

Servers

- Server Backup Monitoring (Suitable backup system provided by client. Client responsible for rotation of backup media if applicable)
- Unlimited 9x5* Helpdesk Support
- Limited Disaster Recovery – Remote Services
- Remote Support
- Remote Maintenance
- Event Log Monitoring
- Monitor Drive Space on all Servers
- 24/7 Monitoring of Server Availability
- 24/7 Monitoring of Critical Devices & Services
- 24/7 Phone or Remote Access for Server-Down Situations
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Network Infrastructure

- Unlimited 9x5* Helpdesk Support
- Management of Router & Firewall Rules
- Existing Wireless Access Point Configuration & Maintenance
- Virtual Private Network (VPN) & Wide Area Network (WAN) Monitoring
- Key Network Element Configuration Backup

Workstations

- Unlimited 9x5* Helpdesk Support
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Virus Prevention, Response, Quarantine & Removal (Client must maintain current subscription)

Applications

- Microsoft Exchange
- Microsoft SQL Server
- Two hours included per month for Application Updates
- Network Application Updates/Upgrades (Antivirus, Antispam, Antispyware, Etc.)

End User Support

- Unlimited 9x5* Remote Helpdesk Support
- Phone Support
- Limited Assistance with PDAs, Cell Phones, Mobile Devices, Etc. (Business Apps Only)
- Remote Access (Work from Home/Teleworker) Support
- Password Resets, Account Lockout Resets, Login Problem Assistance

Network Administration

- Adding, Modifying, Disabling & Deleting Users and Passwords
- Network Policy Enforcement
- Spam (Junk Email) Software Management if purchased through Apex
- Network & VPN Access Administration

Best-In-Class Support & Monitoring Tools

- Enterprise Level Monitoring & Reporting
- Flexible, Fast & Secure Remote Support
- Trouble-Ticket Tracking & Reporting
- Knowledge Base
- Central Monitoring/Network Operations Center Console

Security

- 24/7 Firewall Monitoring & Alerting Option
- Network Policy Enforcement
- Security Management
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Planning, Budgeting & IT Management

- Assigned Virtual Chief Information Officer (VCIO)
- Monthly Executive Summary Report
- Strategic Technology Consulting
- Technology Planning
- Technology Budgeting
- Disaster recovery planning
- Trouble Ticketing
- Problem Escalation & Resolution
- Assistance with Vendor Selection & Management
- IT Purchasing
- Warranty Management of Covered Devices
- Create and Maintain an Inventory of Hardware, Software and Network Equipment (Reports Available Upon Request)
- Assistance with Grant Requests
- Monthly Management or Board Meeting Participation

Other Advantages

- Service Level Agreement
- Priority Phone and Remote Response for All Calls
- Discounted Hourly Rates for On-Site Work, Project Work and MACs (Moves, Adds & Changes)
- Proactive Issue Detection and Resolution
- Highest Priority Response to Network Issues

Discounted Hourly Rates for Work Outside of the Scope of the Agreement:

- Total Support Gold customers receive a discount on hourly rates for any work outside the scope of this agreement.

* "9x5" Refers to the Apex NOC (Network Operations Center) Helpdesk Hours of 8am-5pm M-F, Excluding Holidays

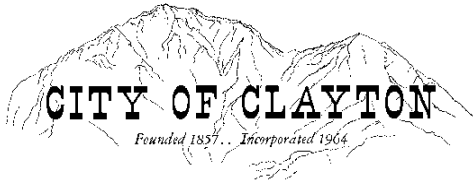
One-Time Setup Fee: \$3,750.00

The One-Time Setup Fee is NOT an "administrative fee" for setting up an account. The One-Time Setup (or "Rollout" process) for a Total Support Plan involves multiple hours of actual technician labor—it averages out to roughly one hour of labor per supported machine. Only a small portion of these hours is spent on-site at the client's facility (although a portion of it is on-site to install monitoring agents on machines)—Most of the Setup labor is performed remotely at Apex's office. Here is just a partial list of what the one-time setup fee covers:

- Installation of monitoring agents on all covered devices.
- Building profile of monitors, alerts and alarms.
- Documentation of Network Topology and Knowledge Base.
- Full labeling and documentation of covered aspects of network.
- Onboarding meeting(s) with VCIO to explain process and procedures.
- Technician training and familiarization with client's IT environment.

IMPORTANT NOTES

- **The Setup fee can be spread over the first 12 monthly support payments if preferred (\$312.50/month).**
- **One (1) Quarterly on-site VCIO & Lead Tech maintenance visit included. Also available anytime using Zoom/Teams**
- **Additional On-Site Support, including emergencies, is available. A \$250.00 per day "Trip Fee", and technician on-site time at Gold discounted hourly rates would be invoiced separately from the proposed monthly cost. (not applicable to the included quarterly on-site maintenance visit)**
- **During onboarding, the actual number of users will be determined and reconciled. The monthly Total Support Gold charge will be updated to reflect that.**
- **Special projects and monthly subscription and/or Cloud service charges would be billed separately. For example: anti-virus, Office 365 email, cloud backups, MFA, email SPAM filtering etc.**



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Larry Theis, City Engineer

DATE: November 15, 2022

SUBJECT: Adopt a Resolution Accepting the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449) performed by Bay Cities Paving and Grading, Inc. as Complete, Approving the Notice of Completion, Directing the City Clerk to Record same with the County Recorder and Authorizing Payment of all retained funds to Bay Cities Paving and Grading, Inc. 35 days after recording of the Notice of Completion

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution accepting the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449) performed by Bay Cities Paving and Grading, Inc. as complete, approving the attached Notice of Completion, directing the City Clerk to record same with the County Recorder and authorizing the payment of all retained funds to Bay Cities Paving and Grading, Inc. 35 days after recording the Notice of Completion.

BACKGROUND

On July 20, 2021, the City Council approved the award of a construction contract to Bay Cities Paving and Grading, Inc. of Concord, California in the amount of \$898,877.20 for the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449). Clayton's Capital Improvement Program construction contract budget for this project in FY 2021/22 is \$749,000. This budget amount is approximately \$150,000 less than the contracted bid price as funding initially approved for the Paving Preservation project was required to accommodate the City's FY 2020/21 Curb Ramp Improvement Project (CIP #10453). Prior to starting construction this summer, Staff negotiated with Bay Cities Paving and Grading, Inc. to reduce the project scope and modify certain pavement treatments to agree on an adjusted total contract price of \$749,293.58, which also addressed the increased price in asphalt materials over the past year due to rising oil prices.

DISCUSSION

The Notice to Proceed was issued to Bay Cities Paving and Grading, Inc. on June 6, 2022, and was scheduled over 25 working days. The project included grinding out a four-inch depth of existing asphalt and repaving it with new hot mix asphalt on Peacock Creek Drive from Clayton Road to the 1st driveways, and a 300-foot section of Mitchell Canyon Road immediately south of the Pine Hollow Road intersection. The next phase of the project involved performing base failure repairs at select locations of potholes, crack sealing the existing roadway surface, and finishing with a microsurfacing seal treatment to protect the surface from water intrusion and provide a new surface wearing seal for extended maintenance life. This was performed on Tiffin Drive, Kenston Drive, Kenston Court, Rolan Court, Newman Court, the remainder of Peacock Creek Drive, Pebble Beach Drive, Chardonay Circle, and El Molino Drive.

During construction, the City processed three additional minor contract change orders and had a small increase in some final quantities which totaled in an increase of \$15,280.29 (2.04% of adjusted contract price). Bay Cities Paving and Grading, Inc. reached substantial completion of the project the week of July 18, 2022.

During the curing period of the microsurfacing seal on the northern leg of Chardonay Circle, staff received multiple complaints from fronting property owners about the softness of the surface, several tire turning gouges, and unevenness of the coverage. In July 2022, staff directed Harris & Associates to perform a walk-through inspection and note any deficiencies. (Harris & Associates performed the construction management and inspection function on the project.) Bay Cities Paving and Grading, Inc.'s surface sealing subcontractor PCC Coatings performed some minor repairs at spot locations on Chardonay Circle the week of August 22, 2022. City Staff determined the minor repairs performed were not sufficient and did not accept the microsurfacing seal work performed on the northern leg of Chardonay Circle. The City issued, and Bay Cities Paving and Grading, Inc. agreed to a full pay deduction of \$7,500 (2,420 sq. yd. area at \$3.10 per sq. yd. of Type II Microsurfacing) for all unaccepted work on Chardonay Circle. City Staff recommends continued visual monitoring of the microsurfacing seal on the northern leg of Chardonay Circle to determine if it should be removed and resealed; or overlaid with another coat of seal treatment as an add-on work with the upcoming 2023 paving project next summer.

Therefore, the final total construction cost of the project is \$757,073.87 after the pay deduction. The City Engineer is recommending that City Council accept the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449) and order the filing of the Notice of Completion.

FISCAL IMPACT

The approved FY 2021/22 Capital Improvement Budget established the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449) with a construction contract budget of \$749,000. As described above, conditions in the field resulted in some minor contract change orders resulting in a final construction contract amount with Bay Cities Paving and Grading, Inc. of \$757,073.87. It is recommended that the resulting \$8,073.87 amount beyond the current budget be supplemented by an additional gas tax fund allocation which is available to cover that minor additional cost.

To date the City has made payments totaling \$719,220.18 to Bay Cities Paving and Grading, Inc. A retention (5% of contract) of \$37,853.69 will be released to Bay Cities Paving and Grading, Inc. guaranteeing completion of the project for a total construction contract expenditure of \$757,073.87.

With the City Council acceptance of this work and the recording of the Notice of Completion, the City will release all retained funds 35 days after recordation at the County Clerk Recorder of the Notice of Completion if no claims are made against Bay Cities Paving and Grading, Inc. by a material supplier or subcontractor.

CONCLUSION

CIP Project No. 10449, City of Clayton (2022) Neighborhood Paving Preservation Project is complete, and the work performed meets the project specifications except for the portion of Chardonay Circle that was not accepted, nor paid for. Harris & Associates inspected the completed work and determined that it meets the project specifications. Therefore, the City Engineer recommends approval of this resolution accepting City of Clayton (2022) Neighborhood Paving Preservation Project (CIP Project No. 10449), as complete, ordering the filing of a Notice of Completion with the County Clerk Recorder and authorizing the payment of all retained funds 35 days after filing of the notice.

Attachments: 1. Resolution [2 pp.]
 2. Notice of Completion [2 pp.]

RESOLUTION NO. ##-2022

A RESOLUTION ACCEPTING THE CITY OF CLAYTON (2022) NEIGHBORHOOD PAVEMENT PRESERVATION PROJECT (CIP NO. 10449) PERFORMED BY BAY CITIES PAVING AND GRADING, INC. AS COMPLETE, APPROVING THE NOTICE OF COMPLETION, DIRECTING THE CITY CLERK TO RECORD SAME WITH THE COUNTY RECORDER AND AUTHORIZING THE PAYMENT OF ALL RETAINED FUNDS TO BAY CITIES PAVING AND GRADING, INC. 35 DAYS AFTER RECORDING OF THE NOTICE OF COMPLETION.

THE CITY COUNCIL City of Clayton, California

WHEREAS, on July 20, 2021 the City Council of Clayton, California did award a low-bid contract to Bay Cities Paving and Grading, Inc. for the construction of the City of Clayton (2022) Neighborhood Pavement Preservation Project (CIP No. 10449); and

WHEREAS, Bay Cities Paving and Grading, Inc., represents that it has completed construction of the work in conformance with the project specifications and that the project is now ready for acceptance by the City; and

WHEREAS, the City Council must accept the work as complete and order the filing of a Notice of Completion prior to release of the retained funds; and

WHEREAS, the City's Construction Manager, Harris & Associates, has inspected the completed work and determined that the completed work is in compliance with project plans and specifications for the rehabilitation of asphalt street resurfacing using micro-surfacing and hot mix asphalt except for one street segment which was deducted from the final payment;

WHEREAS, the City Engineer has determined that the completed work is in compliance with the project specifications; and

WHEREAS, in its accompanying report the City Engineer recommends that the City Council adopt this Resolution accepting the City of Clayton (2022) Neighborhood Pavement Preservation Project (CIP No. 10449) performed by Bay Cities Paving and Grading, Inc., approving the Notice of Completion, directing the City Clerk to record same with the County Recorder and authorizing the payment of all retained funds to Bay Cities Paving and Grading, Inc., 35 days after recording the Notice of Completion.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby accept as complete, as of the date of adoption of this Resolution, accepting the City of Clayton (2022) Neighborhood Pavement Preservation Project (CIP No. 10449) performed by Bay Cities Paving and Grading, Inc., approving the Notice of Completion, directing the City Clerk to record same with the County Clerk Recorder and authorizing the payment of all retained funds to Bay Cities Paving and Grading, Inc. 35 days after recording the Notice of Completion.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

City Clerk/City Engineer
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

NO FEE DOCUMENT
(Government Code section 27383)

NOTICE OF COMPLETION for
City of Clayton (2022) Neighborhood Pavement Preservation Project CIP No. 10449
(Contractor: Bay Cities Paving and Grading, Inc.)

NOTICE IS HEREBY GIVEN by the undersigned is the Owner of work and those certain improvements, to wit:

City of Clayton (2022) Neighborhood Pavement Preservation Project CIP No. 10449

Project location: Various streets including Tiffin Drive, Kenston Drive, Kenston Court, Rolen Court, Newman Court, Mitchell Canyon Road between Pine Hollow Road and 300' south of Pine Hollow Road, Peacock Creek Drive, Pebble Beach Drive, Chardonnay Circle, and El Molino Drive in the City of Clayton, Contra Costa County, California:

Property Owner: Interest in Property or Right of Way is owned by City of Clayton (a municipal corporation, located at 6000 Heritage Trail, Clayton CA 94517 located in the County of Contra Costa, State of California).

The contract which has heretofore been let to Bay Cities Paving and Grading, Inc., and which contract was filed for record in the City Clerk's office in the City of Clayton, Contra Costa County, California, was actually completed in accordance with the plans and specifications, and the work was completed and accepted by the City of Clayton, on November 15, 2022.

Information pertaining to the estimate of cost, names of bidders with prices bid, changes in adopted and approved plans and specifications, and the total cost of work is on file at the City Clerks' office of the City of Clayton.

CITY OF CLAYTON,
a municipal corporation

Date: _____

By: _____
Lawrence Theis, City Engineer,
R.C.E. #67662
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

I hereby certify, under penalty of perjury, that the above Notice of Completion was duly accepted by the City Council of the City of Clayton at a meeting thereof held on November 15, 2022.

Janet Calderon, City Clerk

[VERIFICATION ON FOLLOWING PAGE]

VERIFICATION

I, Reina Schwartz, state that I am the Authorized Agent of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CITY OF CLAYTON

Date: _____

By: _____
Reina Schwartz, City Manager

City of Clayton Overview of AB 2011 and SB 6

Effective July 1, 2023

Ministerial Review for Qualifying Multi-Family Housing

Projects on sites within a zone where office, retail or parking are the principally permitted uses

- Mixed-Income Housing Projects
- 100% Affordable Housing Projects

- No CEQA
- Prevailing Wage and Certain Labor Standards
- Processing Deadlines - 90/180 days
- Objective Design Standards

AB 2011 Applicable Zones

Mixed Income Housing Units

- Zones where office, retail, or parking are principally permitted uses
- Site abuts a commercial corridor and has minimum 50 ft. of frontage along the commercial corridor

100% Affordable Housing Projects

- Zones where office, retail, or parking are principally permitted uses

AB 2011 Site and Project Criteria

- Must propose multi-family housing project
- Cannot be on property that contains 1- 4 dwelling units
- Located within a city that has an urbanized area or urban cluster
- Not on or adjoined to a site where more than a 1/3 is dedicated to industrial uses

AB 2011 Site and Project Criteria

- Must satisfy SB 35 environmental criteria
- If Vacant - does not contain tribal resources that could be effected by the development and is not within a VHFSZ
- Cannot be located within 500 ft. of a freeway or 3,200 ft. of oil or natural gas extraction or refinery
- Potential payment of relocation expenses to commercial tenants

AB 2011 Mixed Income Projects Site and Project Criteria

- The site is 20 acres or less
- Would not require demolition of:
 - Affordable housing subject to deed restriction or ordinance;
 - Housing occupied by tenants; or a
 - Historic structure

AB 2011 Affordable Housing Requirements

Mixed Income Projects

- Rental: 8% very low income and 5% low income or 15% lower income
- Owner Occupied: 30% moderate income or 15% lower income

100% Affordable Projects

- 100% dedicated to low income

Deed Restrictions

- 55 years for rental and 45 years for owner occupied

AB 2011 Labor Requirements

- Prevailing Wage
- Project with more than 50 Units: Contractors to employ construction craft employees or let subcontracts for at least 1,000 hours to participate in apprentice programs and make health care contributions
- Must provide monthly compliance reports

- Effective July 1, 2023
- 100% Residential Project or
- Mixed-Use Project with 50% Residential Uses
- Sites within a zone where office, retail or parking are the principally permitted uses

- Can use SB 35 allowing for ministerial streamlined review
- CEQA Required
- No Affordability Requirement
- Prevailing Wage and Skilled and Trained Workforce Required

SB 6 Site and Project Criteria

- Project must include all residential units or mixed-use with at least 50% of s.f. dedicated to residential
- Site must be 20 acres or less
- Located within a city that has an urbanized area or urban cluster

SB 6 Site and Project Criteria

- Not on or adjoined to a site where more than a 1/3 is dedicated to industrial uses
- Consistent with any applicable and approved sustainable community strategy
- Potential payment of relocation expenses to commercial tenants

SB 6 Labor Requirements

- Prevailing Wage Required
- Skilled and Trained Workforce Required
- Must Provide Monthly Compliance Reports



Association of Bay Area Governments



Technical Assistance
for Local Planning

HOUSING

DISCLAIMER: This document is intended solely as a technical overview of the provisions of AB 2011 (2022) and SB 6 (2022). It is not intended to serve as legal advice regarding any jurisdiction's specific policies or any proposed housing development project. Local staff should consult with their city attorney or county counsel when adopting an ordinance to implement the provisions of AB 2011 and/or SB 6 or when determining the applicability of these provisions to any proposed housing development project in their jurisdiction.

Overview of AB 2011 and SB 6

Introduction

AB 2011 and SB 6 are intended to permit residential development on sites currently zoned and designated for commercial or retail uses. Both bills were signed into law by Governor Gavin Newsom on September 29, 2022, and will go into effect on July 1, 2023.

AB 2011 creates a CEQA-exempt, ministerial approval process for multifamily housing developments on sites within a zone where office, retail or parking are the principally permitted use. The law provides for slightly different qualifying criteria (1) for 100-percent affordable projects and (2) for mixed-income projects located "commercial corridors." AB 2011 projects must pay prevailing wages to construction workers, among other labor standards.

SB 6, on the other hand, does not create any new approval process. Rather, the legislation provides that projects meeting SB 6 criteria may invoke SB 35 and the Housing Accountability Act. A project proposed under SB 6 may be either a 100-percent residential project or a mixed-use project where at least 50 percent of the square footage is dedicated to residential uses. SB 6 are not exempt from CEQA but need not provide any affordable housing. SB 6 projects are required to pay prevailing wages and utilize a "skilled and trained workforce." The provisions of both laws are applicable to local jurisdictions without an implementing ordinance, although such an ordinance is exempt from CEQA.

The charts on the following pages present a summary of key details.

Regional Housing Technical Assistance Program

Senate Bill 6 vs. Assembly Bill 2011 (2022)

APPLICABLE ZONES

AB 2011 Mixed-income Housing Projects	AB 2011 100% Affordable Housing Projects	SB 6 Projects
<ul style="list-style-type: none"> Zone where office, retail, or parking are principally permitted useⁱ Project site abuts a commercial corridorⁱⁱ and has frontage along the commercial corridor of minimum of 50 feet 	<ul style="list-style-type: none"> Zone where office, retail, or parking are principally permitted use 	<ul style="list-style-type: none"> Zone where office, retail, or parking are principally permitted use

EFFECTIVE DATE

All AB 2011 Projects	SB 6 Projects
July 1, 2023	July 1, 2023

APPROVAL PROCESS

All AB 2011 Projects	SB 6 Projects
<ul style="list-style-type: none"> Creates new ministerial process for qualifying projects <ul style="list-style-type: none"> For projects with 150 units or lessⁱⁱⁱ, must be processed in 90 days For projects with more than 150 units, must be processed in 180 days Jurisdiction must identify any inconsistencies with qualifying criteria within prescribed timelines, otherwise development is deemed to be in compliance <ul style="list-style-type: none"> For projects with 150 units or fewer, must be informed within 60 days of application submission For projects more than 150 units, must be informed within 90 days of application submission May perform design review, but limited to objective standards only and within the following timelines: <ul style="list-style-type: none"> For projects with 150 units or fewer, within 90 days of submission For projects with more than 150 units, within 180 days of submission Jurisdictions may adopt an implementing ordinance (CEQA-exempt) 	<ul style="list-style-type: none"> Does not create any new approval process If the project meets all requirements (except non-compliance with zoning prohibiting residential use), then it may invoke SB 35^{iv} and the Housing Accountability Act Jurisdictions may adopt an implementing ordinance (CEQA-exempt)

CEQA & COASTAL ACT APPLICABILITY

AB 2011 Mixed-income Housing Projects	AB 2011 100% Affordable Housing Projects	SB 6 Projects
<ul style="list-style-type: none"> Exempt from CEQA Not permitted in coastal zones so Coastal Act would not apply 	<ul style="list-style-type: none"> Exempt from CEQA Coastal Act may apply 	<ul style="list-style-type: none"> Not exempt from CEQA Coastal Act may apply

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SITE AND PROJECT CRITERIA

All AB 2011 Projects	SB 6 Projects
<ul style="list-style-type: none"> • Must propose a multifamily housing development project^v • Within an urbanized area or urban cluster (designated by US Census Bureau) • At least 75 percent of the site adjoins^{vi} parcels developed with urban uses • Not on or adjoined to a site where more than one-third dedicated to industrial uses^{vii} • Satisfies SB 35 environmental criteria found in Gov. Code Section 65913.4(a)(6)(B)-(K) • Cannot be on a property that contains one to four dwelling units • For sites within a neighborhood plan area^{viii}, there is either: <ul style="list-style-type: none"> ○ (As of January 1, 2022) An applicable neighborhood plan that permits multifamily housing development on the site; OR ○ (As of January 1, 2024) An applicable neighborhood plan that permits multifamily housing on the site, the notice of preparation for the neighborhood plan was issued before January 1, 2022, the neighborhood plan was adopted between January 1, 2022 and January 1, 2024, and the environmental review for the neighborhood plan was completed before January 1, 2024. • Where the site is vacant, the site satisfies both of the following: <ul style="list-style-type: none"> ○ It does not contain any tribal resources that could be affected by the development, and the effects of which cannot be mitigated pursuant to Public Resources Code Section 21080.3.2 ○ It is not located in a very high fire severity zone • Cannot be located on a site governed by the Mobilehome Residency Law, the Recreational Vehicle Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act • Housing cannot be located within 500 feet of a freeway^{ix} • Housing cannot be within 3,200 feet of an oil or natural gas extraction or refinery • Development proponent has completed a Phase I environmental assessment and mitigated any health hazards to a level of insignificance • Notice to commercial tenants and relocation assistance to certain qualifying independently-owned commercial tenants is required • ADDITIONAL CRITERIA FOR MIXED INCOME PROJECTS ONLY: <ul style="list-style-type: none"> ○ The site is 20 acres or less ○ The development would not require the demolition of: <ul style="list-style-type: none"> ▪ Housing subject to recorded covenant, ordinance or law that restricts rents to levels affordable to moderate, low or very low income households ▪ Housing subject to rent price control ▪ Housing occupied by tenants in the last 10 years, excluding manager's units ○ The development would not require the demolition of a historic structure ○ A prior residential use was not demolished on the site in the last 10 years • The site cannot be one zoned for housing, unless zoned for multifamily residential use (e.g., the site cannot be one zoned for single-family residential development) 	<ul style="list-style-type: none"> • Proposed housing development must be either: <ul style="list-style-type: none"> ○ Project that includes residential units only; OR ○ Mixed-use project with at least 50 percent of the square footage dedicated to residential use • The project site is 20 acres or less • Within an urbanized area or urban cluster (designated by US Census Bureau) • Not on or adjoined to a site where more than one-third dedicated to industrial use • Must be consistent with any applicable and approved sustainable community strategy or alternative plan^x • Notice to commercial tenants and relocation assistance to certain qualifying independently-owned commercial tenants is required

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AFFORDABLE HOUSING REQUIREMENTS

AB 2011 Mixed-income Housing Projects	AB 2011 100% Affordable Housing Projects	SB 6 Projects
<ul style="list-style-type: none"> • FOR RENTAL PROJECTS: <ul style="list-style-type: none"> ○ 8 percent very-low income and 5 percent extremely low-income; OR ○ 15 percent lower income • FOR OWNER-OCCUPIED PROJECTS: <ul style="list-style-type: none"> ○ 30 percent moderate income; OR ○ 15 percent lower income • Units are subject to recorded deed restriction: <ul style="list-style-type: none"> ○ 55 years for rental units ○ 45 years for owner-occupied units • Affordable units must be equitably distributed, have the same bedroom/bathroom count ratios, and the same quality appliances, fixtures and finished as market-rate units • Local inclusionary requirements prevail if greater affordability req'd 	<ul style="list-style-type: none"> • 100 percent of the units, excluding managers' units are dedicated to lower-income households at an affordable cost^{xi} or affordable CTCAC rent • Units are subject to recorded deed restriction: <ul style="list-style-type: none"> ○ 55 years for rental units ○ 45 years for owner-occupied units 	<ul style="list-style-type: none"> • None, unless local inclusionary requirements applicable

LABOR REQUIREMENTS

All AB 2011 Projects	SB 6 Projects
<ul style="list-style-type: none"> • Prevailing wage required^{xii} • FOR PROJECTS WITH MORE THAN 50 UNITS ONLY: Must require contractors to employ construction craft employees or let subcontracts for at least 1,000 hours to participate in an apprenticeship program and make specified health care contributions • Developer must require these standards be included in all construction contracts • Developer must certify to the local government that the labor requirements will be met in the project construction • Developer must provide local agency with monthly compliance reports 	<ul style="list-style-type: none"> • Prevailing wage required • "Skilled and trained workforce"^{xiii} required <ul style="list-style-type: none"> ○ EXCEPT where, after specified bidding process, fewer than two prequalified contractors that are committed to using a "skilled and trained workforce" bid on the contract • Developer must require these standards be included in all construction contracts • Developer must certify to the local government that the labor requirements will be met in the project construction • Developer must provide local agency with monthly compliance reports

DEVELOPMENT STANDARDS

See Appendix A

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OTHER NOTABLE PROVISIONS

All AB 2011 Projects	SB 6 Projects
<ul style="list-style-type: none"> Projects may be eligible for density bonus, incentives or concessions, waivers or parking ratios pursuant to density bonus law Local government must ensure project complies with SB 330 replacement housing requirements even if not in affected city or county^{xiv} HCD has enforcement authority and must publish technical assistance Jurisdictions must include certain specified information about AB 2011 projects in housing element annual reports 	<ul style="list-style-type: none"> Local agency may exempt parcel if it makes written findings supported by substantial evidence of either: <ul style="list-style-type: none"> Concurrently reallocated the lost residential density to other lots so there is no-net-loss; OR Lost residential density can be accommodated on a site or sites allowing residential densities at or above those specified above and in excess of the acreage required to accommodate the local agency's share of housing for lower-income households May reallocate density to site or site if those sites: <ul style="list-style-type: none"> Are suitable for residential development; AND Are subject to a by-right development ordinance Prevailing wage requirements may be enforced by Labor Commissioner Developer may be subject to civil penalty of \$10,000 per month for failure to provide monthly compliance report Developer may be subject to civil penalty of \$200 per day for each worker employed in contravention of "skilled and trained workforce" requirement



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APPENDIX A: Development Standards

AB 2011 Mixed-income Housing Projects

- In metropolitan jurisdictions^{xv}, the residential density shall meet or exceed the greater of the following:
 - The existing residential density permitted;
 - For sites of less than one acre, 30 units/acre;
 - For sites of one acre or greater located on commercial corridor of less than 100 ft in width, 40 units/acre;
 - For sites of one acre or greater located on commercial corridor of 100 ft or greater width, 60 units/acre;
 - For sites within one-half mile of major transit stop^{xvi}, 80 units/acre
- In non-metropolitan jurisdictions, residential density shall meet or exceed the greater of:
 - The existing residential density permitted;
 - For sites of less than one acre, 20 units/acre;
 - For sites of one acre or greater located on commercial corridor of less than 100 ft in width, 30 units/acre;
 - For sites of one acre or greater located on commercial corridor of 100 ft or greater width, 50 units/acre;
 - For sites within one-half mile of major transit stop, 70 units/acre
- Height limit applicable shall be the greater of the following:
 - Height currently permitted on the parcel;
 - For site on commercial corridor of less than 100 feet in width, 35 feet;
 - For sites on commercial corridor of 100 feet or more, 45 feet;
 - For sites within one-half mile of a major transit stop in a city with a population of greater than 100,000, 65 feet.
- No parking may be required except requirements related to bicycle parking, electric vehicle parking spaces or parking spaces accessible to persons with disabilities
- Meets following setback standards:
 - For portion of property that fronts commercial corridor, no setbacks may be required
 - All parking must be set back at least 25 feet
 - On ground floor, building must abut within 10 ft of the property line for at least 80% of frontage
 - For portion of property that fronts side street^{xvii}, building must abut within 10 ft of property line for at least 60% of frontage
 - For portion of property that abuts adjoining property that also abuts same commercial corridor, no setbacks may be required UNLESS adjoining property contains residential use that was constructed prior to enactment of AB 2011
 - For portion of property that does not abut commercial corridor, side street or adjoining property that abuts same commercial corridor
 - Along property lines that abut residential use:
 - Ground floor shall be set back 10 feet
 - Starting with second floor, each floor shall be stepped back in amount equal to 7 ft multiplied by the floor number
- Along property lines that abut non-residential use, the development shall be set back 15 ft



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AB 2011 100% Affordable Housing Projects

- Project density meets or exceeds applicable density deemed appropriate to accommodate lower-income households pursuant to housing element law
- Development must meet objective zoning, subdivision and design review standards for the zone that allows greater residential density between the following:
 - Existing zoning designation for the parcel if it allows multifamily residential use; OR
 - Zoning designation for the closest parcel that allows residential use at density that is appropriate to accommodate lower-income households pursuant to housing element law
- Development shall be deemed consistent with objective zoning standards related to housing density if compliant with maximum density allowed within the land use designation and regardless of any specified maximum unit allocation that may result in fewer units of housing being permitted

SB 6 Projects

- Project density meets or exceeds applicable density deemed appropriate to accommodate lower-income households pursuant to housing element law
- Must comply with local zoning, parking, design and other ordinances, local code requirements and procedures applicable to the processing and permitting of a housing development in zone that allows for housing with above-described density
 - If more than one zoning designation allows for above-described density, the applicable zoning standards shall be those for the zoning designation for the closest parcel that allows residential use at density that is appropriate to accommodate lower-income households pursuant to housing element law
 - If existing zoning designation for the parcel allows residential density that exceeds housing element law density, the existing zoning designation applies
- Must comply with all other objective local requirements for a parcel (except those that prohibit residential use or allow residential use only at a lower density) including impact fee and inclusionary housing requirements

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Endnotes

ⁱ "Principally permitted use" means a use that may occupy more than one-third of the square footage of designated use on the site and does not require a conditional use permit. The same definition is used in both AB 2011 and SB 6.

ⁱⁱ "Commercial corridor" means a highway, as defined in Vehicle Code Section 360, that is not a freeway, as defined in Vehicle Code Section 332, and that has a right-of-way, as defined in Vehicle Code Section 525, of at least 70 feet but not greater than 150 feet.

ⁱⁱⁱ For the purposes of calculating the total units in a development, the development project includes (1) all projects developed on a site regardless of when those developments occur and (2) all projects developed on adjacent sites that were subdivided from the subject site after January 1, 2022.

^{iv} Government Code Section 65913.4 outlines the approval process for SB 35 projects.

^v "Multifamily" means a property with five or more housing units for sale or for rent. There is no requirement that the housing units be attached.

^{vi} Parcels separated only by a street or highway are considered adjoined.

^{vii} "Dedicated to industrial use" means any of the following: (1) square footage is currently being used as industrial use; (2) more recently permitted use of the square footage is an industrial use; or (3) site was designated for industrial use in local government's latest general plan adopted before January 1, 2022.

^{viii} "Neighborhood plan" means a specific plan adopted pursuant to Government Code Sections 65450, et seq., an area plan, precise plan, urban village plan, or master plan that has been adopted by a local government.

^{ix} "Freeway" has the same definition as in Vehicle Code Section 332.

^x Sustainable community strategies and alternative plans are outlined in Government Code Section 65080.

^{xi} "Affordable cost" is defined by Health and Safety Code Section 50052.5.

^{xii} "Prevailing wage" means at least the general prevailing rate or per diem wages for the type of work and the geographic area as determined by the Director of Industrial Relations pursuant to Labor Code Sections 1773 and 1773.9, except apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. The same definition is used in both AB 2011 and SB 6.

^{xiii} "Skilled and trained workforce" has the same meaning as in Public Contract Code Sections 2600, et seq.

^{xiv} An "affected city" means a city, including a charter city, that the Department of Housing and Community Development determines is in an urbanized area or urban cluster, as designated by the U.S. Census Bureau, but does not include any city that has a population of 5,000 less and is not located within an urbanized area, as designated by the U.S. Census Bureau. Government Code Section 66300(a)(1). An "affected county" means a census designated place, based on the 2013-2017 American Community Survey 5-year Estimates, that is wholly located within the boundaries of an urbanized area, as designated by the U.S. Census Bureau. Government Code Section 66300(a)(2). HCD has published a list of [affected cities](#) and [affected counties](#).

^{xv} A "metropolitan jurisdiction" is determined pursuant to Government Code Section 65583.2(d)-(e).

^{xvi} "Major transit stop" has the same definition as in Public Resources Code Section 21155(b).

^{xvii} "Side street" means a highway, as defined in Vehicle Code Section 360, that is not a freeway, as defined in Vehicle Code Section 332, and that has a right-of-way, as defined in Vehicle Code Section 525, of at least 25 and fewer than 70 feet.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: November 15, 2022

SUBJECT: Discuss Process for City Manager Recruitment, Potential Interim City Manager Appointment and Appointing a City Council Ad Hoc Subcommittee to Assist in the City Manager Recruitment Process for an Interim and Permanent City Manager

RECOMMENDATION

It is recommended that the City Council discuss the process for recruiting a new City Manager, identifying an Interim City Manager and appointing a City Council Ad Hoc Committee to assist in the recruitment process for an interim and permanent City Manager.

BACKGROUND

On October 28, 2022, the current City Manager provided written notice to the City Council of her plan to resign effective February 3, 2023. The City Council has two options for conducting the recruitment for a new City Manager; it can be done in-house or by hiring an executive search firm to conduct the recruitment. The City Council may also wish to establish a City Council Ad Hoc Committee to help facilitate a more efficient selection of an Interim or Acting City Manager as well as recruitment of a new City Manager.

DISCUSSION

While the City has typically conducted almost all of its recruitments using in-house resources, the recruitment of a chief executive position such as the City Manager would be a significant drain on internal City resources, which are already reduced with existing vacancies.

Since 2019, the City has twice used an executive recruitment firm to fill the City Manager position. An executive recruitment firm brings expertise in working with City Councils to develop a candidate profile, developing and executing an advertising and outreach plan and the ability to assess the candidate pool and support the Council in the interview and selection process.

Given that there will be a gap between the current City Manager's last day and the likely start date for a new permanent City Manager, the City Council will also need to consider the appointment of an Acting or Interim City Manager.

Since the City Manager is one of the two direct positions that the City Council hires (the other is the City Attorney), it is important for the City Council to be directly involved in the recruitment. While it is likely and appropriate that all of the Council members would want to be involved in the selection process, it is not essential that all members be involved in the transactions and processes leading up to the candidate screenings, interviews and ultimate selection. Therefore, it is recommended that the Council consider appointing an Ad Hoc Committee made up of two Council members to serve as the recruitment steering committee for this purpose. Doing so will streamline and facilitate the complexities of the recruitment process. In previous recruitments, and in many communities, the Ad Hoc Committee was made up of the Council members currently serving as Mayor and Vice Mayor.

A professional recruitment will likely take four months or longer. To provide the most streamlined start to the recruitment, the City Manager has solicited proposals from five executive search firms for assistance in this process. Those proposals have been received and could be made available quickly to a City Council Ad Hoc Committee to review and then make a recommendation to the full City Council on selection of a firm, potentially at a Special Meeting the last week of November, to allow the process to get started as quickly as possible.

FISCAL IMPACTS

The anticipated cost for hiring an executive search firm to conduct the recruitment for a City Manager would be \$25,000-\$30,000. In 2019, the City executed an agreement with CPS HR for recruitment of a City Manager for \$25,000, with a final cost that was approximately \$21,600. The Town of Moraga recently requested proposals for executive recruitment firms and the cost proposals were from \$26,900 to \$28,000. This one-time cost was not included in the FY2022/23 budget. Funding could come from the Rainy Day Fund, General Fund Reserve or Pandemic Recovery Reserve. Any of these sources would have sufficient resources to cover the cost of the recruitment.