



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, December 15, 2020

7:00 P.M.

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

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

Mayor: Carl Wolfe

Vice Mayor: Peter Cloven

Council Members

Jim Diaz

Holly Tillman

Jeff Wan

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

Instructions for Virtual City Council Meeting – December 15

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

To follow or participate in the meeting:

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

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

After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click “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 jcalderon@ci.clayton.ca.us by 5 PM on the day of the City Council meeting. All E-mail Public Comments will be forwarded to the entire City Council.

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

Location:

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

To join this virtual meeting on-line click here:

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

To join on telephone, 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 ***

December 15, 2020

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

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

3. **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) **Information Only** – No Action Requested.

1. Notification by Contra Costa Water District (CCWD) of its public hearing on January 6, 2021 to consider annual rate increase of up to 3.75%. (Assistant to the City Manager) ([View Here](#))

2. Contra Costa County Library's announcement of its holiday closures for operation of the Clayton Community Library in 2021. (Assistant to the City Manager) ([View Here](#))

(b) Approve the minutes of the City Council's regular meeting of December 1, 2020. (City Clerk) ([View Here](#))

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

(d) Approve the Public Records Retention Schedule. (City Clerk) ([View Here](#))

(e) Confirm Mayoral Reappointment of Peggie Howell to the Board of Trustees Contra Costa Mosquito and Vector Control District as Clayton's representative for the term January 1, 2021 to December 31, 2022. (City Clerk) ([View Here](#))

4. **RECOGNITIONS AND PRESENTATIONS** – None.

5. **REPORTS**

(a) Planning Commission – Report of December 8, 2020 meeting.

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

(c) City Manager/Staff

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

6. 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.

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS

- (a) Considering adoption of a Resolution authorizing the execution of an Energy Services Contract with Climatec, LLC Regarding the Construction of Energy Conservation Measures; and authorizing the City Manager to execute the agreement in a form acceptable to the City Attorney. (City Manager) [\(View Here\)](#)
- (b) Adopt a Resolution authorizing the City Manager to file an application with the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Recreational Infrastructure Revenue Enhancement (RIRE) Program and execute the grant agreement and all other documents necessary to secure the Prop 68 Recreational Infrastructure Revenue Enhancement (RIRE) Program Funds in the amount of \$250,000. (Community Development Director) [\(View Here\)](#)
- (c) Discuss and provide direction to staff or the project(s) for the application for the Per Capita Grant (Prop 68). (Community Development Director) [\(View Here\)](#)
- (d) Select proposal from the responses from the Request for Proposal for Community Engagement for the downtown property by: (1) Authorize allocation from the "Rainy Day" funds in the amount of \$50,000; (2) Award contract to MIG; and (3) Authorize City Manager or her designee to prepare a Professional Service Agreement for the City owned property located at Clayton Road, Oak Street, and Main Street vision input. APN 118-560-010. (Community Development Director) [\(View Here\)](#)
- (e) Determination of Council Committee Assignments (Mayor) [\(View Here\)](#)

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

10. CLOSED SESSION – None.

11. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be January 5, 2021.

#



Water Rate Proposal for 2021

This year has been a challenge on so many levels and Contra Costa Water District (CCWD) appreciates your support and flexibility as we have been working to keep your water service up and running. Part of providing sustainable water service is conducting an annual review of water rates and charges. Water rates pay for the purchase, treatment, transport, and delivery of safe, high-quality, and reliable water to your home or business, and for the employees needed to sustain a complex water system. For 2021, we are proposing rate adjustments to generate **up to a 3.75% revenue increase**. Letters with complete details of the proposal were mailed to customers and are also available to the right, under Customer Letters. See [Current and Proposed Rates](#) to compare current 2020 water rates side-by-side with proposed 2021 rates. This 2021 water rate proposal will be presented at the public hearing to be held on January 6, 2021.

Our water rate proposal for 2021 supports the following priorities to ensure your water system remains sound:

- **Replace aging water infrastructure:** Reliable water service requires increasing investment in the maintenance and replacement of aging canals, pipes, and other critical facilities. Well planned and timely investments provide a high return in cost savings over the life of the facilities.
- **Technology improvements:** We are modernizing our processes and systems to gain efficiencies. These improvements will enhance our operations with an end result of even better service for you.
- **Continued cost management:** Looking to 2021, CCWD faces various cost increases that are higher than the proposed 3.75% revenue increase. For example, the cost to purchase untreated water is increasing 45%. Insurance costs have risen over 60% due to the catastrophic wildfires. CCWD continues to manage costs, even more in emergency times, while focusing on affordable water rates.

Notice of Public Hearing

CCWD's Board of Directors will consider adoption of proposed rate adjustments at a public hearing. The public hearing will be held on Wednesday, January 6, 2021 at 6:30 p.m. at 1331 Concord Avenue, Concord, CA in the Board Room. **Directors and the public may participate in this open, public meeting remotely by calling (617) 829-7560 up to 10 minutes before the scheduled start time. Any changes to rates and charges will become effective February 1, 2021.**

We welcome your comments and questions on the proposed changes. Written protests to the proposed rate changes must be submitted prior to the conclusion of the public hearing. To submit a written protest, please include identification of the affected property (by assessor's parcel number, street address, or account number). Only one protest per parcel will be counted. Please send or deliver written protests to: Contra Costa Water District, 1331 Concord Avenue, Concord, CA 94520. Protests may also be submitted through the online form below.

CURRENT AND PROPOSED RATES

Water Rates and Charges

CCWD's water rates are calculated to collect sufficient funds to operate and maintain your water system. See the District's [Code of Regulations Title 5 Water Supply and Rates \(PDF\)](#) for full details.

Below are current water rates (effective February 1, 2020 - January 31, 2021) side-by-side with the proposed 2021 rates.

Treated Water Rates and Charges includes:

- QUANTITY CHARGES
- DAILY CHARGES
- BACKFLOW PREVENTION CHARGES

Quantity Charges

Quantity charges are based on actual usage in units. A **unit** of water is equivalent to 748.05 gallons or one hundred cubic feet (HCF).

Usage is for the cost of source water delivery, treatment and distribution for water used during a billing period. The current rate for Usage is less than one cent per gallon.

Energy is for the cost to pump treated water to various elevation zones.

Energy Charge	Current (\$/unit)	Proposed (\$/unit)
Zone 1	\$ 0.0801	\$ 0.0873
Zone 2	\$ 0.2070	\$ 0.2184
Zone 3	\$ 0.2992	\$ 0.3262
Zone 4	\$ 0.3926	\$ 0.4042
Zone 5	\$ 0.5093	\$ 0.5317
Zone 6	\$ 0.6862	\$ 0.7173
Zone 7	\$ 0.8911	\$ 0.9340
Zone 8	\$ 1.3648	\$ 1.3805
Usage Charge	Current (\$/unit)	Proposed (\$/unit)
Usage Charge	\$ 4.8347	\$ 5.0144

Daily Charges

Daily charges are based on meter size. **Service is for 24/7** availability of water and staff. It includes the cost of maintaining and replacing your meter, infrastructure and facilities maintenance and improvements, administrative services, and a portion of the cost of furnishing water for fighting fires.

Service Charge	Current (\$/day)	Proposed (\$/unit)
5/8 inch	\$ 0.6870	\$ 0.7101
3/4 inch	\$ 1.0305	\$ 1.0652
3/4 inch (w/ inside sprinklers)	\$ 0.6870	\$ 0.7101
1 inch	\$ 1.7175	\$ 1.7753
1 inch (w/ inside sprinklers)	\$ 0.6870	\$ 0.7101
1-1/2 inch	\$ 3.4350	\$ 3.5505
2 inch	\$ 5.4960	\$ 5.6809
3 inch	\$ 10.9920	\$ 11.3617
4 inch	\$ 17.1750	\$ 17.7527
6 inch	\$ 34.3500	\$ 35.5054
8 inch	\$ 54.9601	\$ 56.8087
10 inch	\$ 144.2702	\$ 149.1229
12 inch	\$ 182.0552	\$ 188.1788
Dual 1-1/2 inch	\$ 6.8700	\$ 7.1011
Dual 2 inch	\$ 10.9920	\$ 11.3617
Service Charge – Private Fire Protection	Current (\$/day)	Proposed (\$/unit)
2 inch	\$ 0.0795	\$ 0.0808
3 inch	\$ 0.2308	\$ 0.2345
4 inch	\$ 0.4917	\$ 0.4997
6 inch	\$ 1.4282	\$ 1.4515
8 inch	\$ 3.0435	\$ 3.0932
10 inch	\$ 5.4733	\$ 5.5627
12 inch	\$ 8.8408	\$ 8.9852

Backflow Prevention Charges

Backflow Prevention is mandated by law for properties having more than one source of water. If applicable, this charge covers the cost of maintaining backflow check valves installed on meter connections to prevent accidental contamination of the public water supply.

Backflow Prevention – Double Check Valve or Air Gap System	Current (\$/day)	Proposed (\$/unit)
5/8 inch	\$ 0.0721	\$ 0.0790
3/4 inch	\$ 0.0721	\$ 0.0790
1 inch	\$ 0.0793	\$ 0.0869
1-1/2 inch	\$ 0.2163	\$ 0.2370
2 inch	\$ 0.2343	\$ 0.2567
3 inch	\$ 0.7136	\$ 0.7819
4 inch	\$ 1.1532	\$ 1.2637
6 inch	\$ 1.7479	\$ 1.9153
8 inch	\$ 3.3515	\$ 3.6726
10 inch	\$ 4.7209	\$ 5.1732
12 inch	\$ 5.0453	\$ 5.5286
Dual 1-1/2 inch	\$ 0.4325	\$ 0.4739
Dual 2 inch	\$ 0.4685	\$ 0.5134
Backflow Prevention – Reduced Pressure Backflow Device	Current (\$/day)	Proposed (\$/unit)
5/8 inch	\$ 0.1017	\$ 0.1114
3/4 inch	\$ 0.1017	\$ 0.1114
1 inch	\$ 0.1118	\$ 0.1225
1-1/2 inch	\$ 0.3049	\$ 0.3341
2 inch	\$ 0.3303	\$ 0.3620
3 inch	\$ 1.0061	\$ 1.1025
4 inch	\$ 1.6261	\$ 1.7818
6 inch	\$ 2.4645	\$ 2.7006

Backflow Prevention – Reduced Pressure Backflow Device	Current (\$/day)	Proposed (\$/unit)
8 inch	\$ 4.7256	\$ 5.1784
10 inch	\$ 6.6565	\$ 7.2942
12 inch	\$ 7.1138	\$ 7.7953
Dual 1-1/2 inch	\$ 0.6098	\$ 0.6682
Dual 2 inch	\$ 0.6606	\$ 0.7239



Closures for January 1, 2021 through December 31, 2021:

Friday, January 1, 2021	New Year's Day	All libraries closed (holiday)
Monday, January 18, 2021	Dr. Martin Luther King Jr. Day	All libraries closed (holiday)
Monday, February 15, 2021	Presidents' Day	All libraries closed (holiday)
Monday, May 31, 2021	Memorial Day	All libraries closed (holiday)
Monday, July 5, 2021	Independence Day	All libraries closed (holiday observed)
Monday, September 6, 2021	Labor Day	All libraries closed (holiday)
Thursday, November 11, 2021	Veterans Day	All libraries closed (holiday)
Wednesday, November 24, 2021	Thanksgiving Eve	All libraries closed 6pm
Thursday, November 25, 2021	Thanksgiving Day	All libraries closed (holiday)
Friday, December 24, 2021	Christmas Eve	All libraries closed (holiday)
Saturday, December 25, 2021	Christmas Day	All libraries closed (holiday)
Friday, December 31, 2021	New Year's Eve	All libraries closed (holiday observed)

MINUTES

OF THE REGULAR MEETING CLAYTON CITY COUNCIL

TUESDAY, December 1, 2020

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:02 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan, and Councilmembers Catalano, Diaz, and Wolfe. Councilmembers absent: None. Staff present: Interim City Manager Fran Robustelli, Community Development Director Matthew Feske, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

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

3. **CONSENT CALENDAR**

It was moved by Councilmember Wolfe, seconded by Vice Mayor Wan, to approve the Consent Calendar items 3(a) – 3(d), as submitted. (Passed 5-0; vote).

 - (a) Information Only – No action needed.
Notification by Republic Services the Residential and Commercial Solid Waste/Recycling Collection and Disposal Services Rates in Clayton will increase 1.0% Effective January 1, 2021 Pursuant to the Franchise Agreement.
 - (b) Approved the minutes of the City Council's regular meeting of November 17, 2020. (City Clerk)
 - (c) Award of Contract to Emergency Planning Consultants to provide professional services in preparing a Hazard Mitigation Plan. (Community Development Director and City Engineer)
 - (d) Adopted Resolution No. 58-2020 certifying the results of canvass of returns in November 2020 General Municipal Election and declaring three Candidates (*pending Contra Costa County Certification*) elected to 4-year terms of public office on the City Council of the City of Clayton, California. (City Clerk)

4. **RECOGNITIONS AND PRESENTATIONS** – None.

5. **REMARKS BY OUTGOING CITY COUNCIL MEMBERS**

Councilmember Catalano remarked she appreciated the opportunity to serve on the Council, and hopes the new Council will work in unity. Councilmember Catalano congratulated Holly Tillman and Peter Cloven on their election. She further thanked everyone who has supported her and the citizens of Clayton who sent her flowers. She also thanked her children Hannah and Eric who have helped with City Council activities. In closing, she thanked Julie Pierce for her involvement in the Clayton community and region.

Mayor Pierce thanked the people of Clayton who has supported her for the last 33 years. She also thanked her colleagues and community members past and present who created the vision for Clayton. Ms. Pierce will still volunteer in the community and looks forward to future events. She thanked the community for the opportunity to serve. She congratulated Holly Tillman and Peter Cloven on their election to the Clayton City Council. Ms. Pierce read a proclamation to Tuija Catalano declaring March 8, 2021 as "Tuija Catalano day" in the City of Clayton.

Vice Mayor Wan thanked Julie Pierce and Tuija Catalano thanked them for their service. He also asked Julie to open a gift that he delivered to her home on behalf of the community. Mr. Pierce handed Julie flowers and a wrapped gift from the community, a picture book with entries from various community members.

Terri Denslow thanked Julie Pierce and Tuija Catalano for their service to the Clayton community. She noted the flowers and framed gift is from many members of the Clayton community.

George Escutia, Jr., District Director for California Senator Glazer, presented a certificate to Councilmember Tuija Catalano and Mayor Julie Pierce in recognition of their service to the Clayton community.

Chris Wikler, Field Representative for Supervisor Karen Mitchoff, presented a certificate to Councilmember Catalano and for Mayor Pierce in recognition of their service to the Clayton community.

George Webb thanked Mayor Julie Pierce for her work and service for the Clayton community.

Scott Haggerty former Alameda County Supervisor, he thanked Mayor Pierce for her regional service on Association of Bay Area Governments and Metropolitan Transportation Commission.

Keith Haydon thanked Councilmember Tuija Catalano and Mayor Julie Pierce for their service to the Clayton community.

Bassam Altwal thanked Councilmember Tuija Catalano and Mayor Julie Pierce for their service to the Clayton community.

Dee Vieira thanked Councilmember Tuija Catalano and Mayor Julie Pierce for their service to the Clayton community.

Scott Denslow thanked Councilmember Tuija Catalano and Mayor Julie Pierce for their service to the Clayton community. He also congratulated Jim Diaz, Holly Tillman and Peter Cloven on their election to the Clayton City Council.

Vice Mayor Wan also noted Mayor Pierce also received a Boston Rocker as a gift from the City; and noted a proclamation will be presented at a future meeting.

Mayor Pierce noted outgoing Councilmember Tuija Catalano will be receiving a Heritage Lamp.

6. OATHS OF OFFICE BY NEWLY-ELECTED CITY COUNCIL MEMBERS

The Oaths of Office by the November 2020 elected Councilmembers Jim Diaz, Peter Cloven and Holly Tillman were administered by City Clerk Janet Calderon.

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

(a) Election of Mayor by the City Council

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

Councilmember Tillman then nominated Carl Wolfe for the office of Mayor.

Vice Mayor Wan performed a role call vote for the position of Mayor.

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

(b) Election of Vice Mayor by the City Council

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

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

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

Vice Mayor Cloven thanked the Clayton community for their support and look forward to serving the community

Councilmember Tillman thanked the Clayton community for their support along with the support of her husband Matt and daughters Jordan and Jada. She looks forward to serving the community.

Councilmember Diaz thanked the Clayton community for their tremendous support and look forward to another 4 years of serving the community.

8. **REPORTS**

(a) Planning Commission – No meeting held.

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

(c) City Manager/Staff

Interim City Manager Fran Robustelli provided a brief update on the Public Safety ad-hoc committee as new members will be selected on December 15. She also noted the Chief of Police and City Engineer will provide viable ideas to address the Kelok Way issues. Ms. Robustelli advised the curb at the cul-de-sac end on Kelok Way will be painted red as a pilot program for 90 days. In closing, Ms. Robustelli congratulated Jim

Diaz, Holly Tillman and Peter Cloven on their election to the Clayton City Council; and thanked Tuija Catalano and Julie Pierce for their service to the Clayton community.

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

Councilmember Wan indicated "No Report".

Councilmember Diaz assisted with the downtown decorations, attended the Clayton Business and Community Association virtual meeting; and met with constituents on variety of topics.

Councilmember Tillman indicated "No Report".

Vice Mayor Cloven indicated "No Report".

Mayor Wolfe assisted with the downtown decorations, met with former Mayor Pierce and Vice Mayor Cloven, worked on the virtual tree lighting video which will be posted Saturday, and met with the Interim City Manager.

9. PUBLIC COMMENT ON NON - AGENDA ITEMS

Jenny Yeh inquired on the status of Clayton Municipal Code section 17.95.020 and why it is different than State regulations.

Bassam Altwal congratulated Mayor Wolfe, Vice Mayor Cloven, and Councilmember Tillman.

Dee Vieira congratulated the City Council and wished everyone a happy holiday.

Scott Denslow congratulated the City Council.

Mayor Wolfe closed public comment.

10. PUBLIC HEARINGS – None.

11. ACTION ITEMS – None.

12. COUNCIL ITEMS

Vice Mayor Cloven requested staff and legal counsel to educate the City Council on legislation regarding zoning in Clayton.

Councilmember Wan requested the City Council discuss a letter that he drafted to Association of Bay Area Governments and HCD. He further requested consideration of down zoning some properties in the downtown area.

13. **CLOSED SESSION**

14. **ADJOURNMENT**– on call by Mayor Wolfe, the City Council adjourned its meeting at 8:30 p.m.

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

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Carl Wolfe, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 12/15/2020

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	12/1/2020	\$ 263,026.15
Open Invoice Report	Accounts Payable	12/8/2020	\$ 64,147.07
Cash Requirements Report	Payroll, Taxes	11/18/2020	\$ 81,482.16
Cash Requirements Report	Payroll, Taxes	12/2/2020	\$ 84,803.07
Total Required			<u>\$ 493,458.45</u>

Attachments:

1. Open Invoice Report, dated 12/1/20 (6 pages)
2. Open Invoice Report, dated 12/8/20 (3 pages)
3. Cash Requirements report PPE 11/15/20 (1 page)

4. Cash Requirements report PPE 11/29/20 (1 page)

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
American Fidelity Assurance Company								
American Fidelity Assurance Company	11/13/2020	11/13/2020	2085793	FSA PPE 11/15/20	\$83.07	\$0.00		\$83.07
American Fidelity Assurance Company	11/30/2020	11/30/2020	D230734	Supplemental insurance November 2020	\$875.01	\$0.00		\$875.01
American Fidelity Assurance Company	11/29/2020	11/29/2020	2086241	FSA PPE 11/29/20	\$83.07	\$0.00		\$83.07
<i>Totals for American Fidelity Assurance Company</i>					<i>\$1,041.15</i>	<i>\$0.00</i>		<i>\$1,041.15</i>
AT&T (CalNet3)								
AT&T (CalNet3)	11/22/2020	11/22/2020	15652062	Phones 10/22/20-11/21/20	\$1,287.20	\$0.00		\$1,287.20
<i>Totals for AT&T (CalNet3)</i>					<i>\$1,287.20</i>	<i>\$0.00</i>		<i>\$1,287.20</i>
Bassam Atwal								
Bassam Atwal	11/24/2020	11/24/2020	PC-10,11/20	Planning commission stipend Oct, Nov 2020	\$240.00	\$0.00		\$240.00
<i>Totals for Bassam Atwal</i>					<i>\$240.00</i>	<i>\$0.00</i>		<i>\$240.00</i>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	11/19/2020	11/19/2020	17690	Landscape supplies,signs	\$292.48	\$0.00		\$292.48
<i>Totals for Bay Area Barricade Serv.</i>					<i>\$292.48</i>	<i>\$0.00</i>		<i>\$292.48</i>
Bay Area News Group								
Bay Area News Group	10/31/2020	10/31/2020	1270014	Legal ads October 2020	\$670.80	\$0.00		\$670.80
<i>Totals for Bay Area News Group</i>					<i>\$670.80</i>	<i>\$0.00</i>		<i>\$670.80</i>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	11/11/2020	11/11/2020	891142	The Olivia Legal fees October 2020	\$13,731.28	\$0.00		\$13,731.28
Best Best & Kreiger LLP	11/11/2020	11/11/2020	891143	Supplemental Legal Svcs October 2020	\$286.94	\$0.00		\$286.94
Best Best & Kreiger LLP	11/11/2020	11/11/2020	891141	Legal svcs October 2020	\$9,574.00	\$0.00		\$9,574.00
Best Best & Kreiger LLP	11/11/2020	11/11/2020	891144	Supplemental legal svcs October 2020	\$699.30	\$0.00		\$699.30
<i>Totals for Best Best & Kreiger LLP</i>					<i>\$24,291.52</i>	<i>\$0.00</i>		<i>\$24,291.52</i>
CalPERS Health								
CalPERS Health	11/16/2020	11/16/2020	16242738	Medical December 2020	\$34,411.07	\$0.00		\$34,411.07
<i>Totals for CalPERS Health</i>					<i>\$34,411.07</i>	<i>\$0.00</i>		<i>\$34,411.07</i>
CalPERS Retirement								
CalPERS Retirement	11/15/2020	11/15/2020	111520	Retirement PPE 11/15/20	\$18,962.75	\$0.00		\$18,962.75
CalPERS Retirement	11/24/2020	11/24/2020	CC112420	City council retirement ending 11/24/20	\$83.10	\$0.00		\$83.10
CalPERS Retirement	11/29/2020	11/29/2020	112920	Retirement PPE 11/29/20	\$19,273.84	\$0.00		\$19,273.84
<i>Totals for CalPERS Retirement</i>					<i>\$38,319.69</i>	<i>\$0.00</i>		<i>\$38,319.69</i>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	11/18/2020	11/18/2020	3141735	Copier usage 10/18/20-11/17/20	\$303.16	\$0.00		\$303.16
<i>Totals for Caltronics Business Systems, Inc</i>					<i>\$303.16</i>	<i>\$0.00</i>		<i>\$303.16</i>
CCWD								
CCWD	11/4/2020	11/4/2020	E series	Water 9/2/20-11/2/20	\$29,059.80	\$0.00		\$29,059.80

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for CCWD.</i>					\$29,059.80	\$0.00		\$29,059.80
Anthony Chippero								
Anthony Chippero	11/30/2020	11/30/2020	PC-10,11/20	Planning commission stipend Oct, Nov 2020	\$240.00	\$0.00		\$240.00
<i>Totals for Anthony Chippero</i>					\$240.00	\$0.00		\$240.00
Cintas Corporation								
Cintas Corporation	11/12/2020	11/12/2020	4067115549	PW uniforms through 11/12/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	10/29/2020	10/29/2020	4065868438	PW uniforms through 10/29/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	11/25/2020	11/25/2020	4068509978	PW uniforms through 11/25/20	\$49.44	\$0.00		\$49.44
<i>Totals for Cintas Corporation</i>					\$148.32	\$0.00		\$148.32
City of Antioch								
City of Antioch	11/23/2020	11/23/2020	1736 70,320	Service to PD vehicle 1736	\$328.58	\$0.00		\$328.58
City of Antioch	11/23/2020	11/23/2020	1735 73,225	Service to PD vehicle 1735	\$501.33	\$0.00		\$501.33
City of Antioch	11/23/2020	11/23/2020	1737 76,664	Service to PD vehicle 1737	\$870.19	\$0.00		\$870.19
City of Antioch	11/23/2020	11/23/2020	1734	Service to PD vehicle 1734	\$877.54	\$0.00		\$877.54
City of Antioch	11/23/2020	11/23/2020	1734 72,035	Service to PD vehicle 1734	\$658.36	\$0.00		\$658.36
City of Antioch	11/23/2020	11/23/2020	1740 43,577	Service to PD vehicle 1740	\$242.65	\$0.00		\$242.65
City of Antioch	11/23/2020	11/23/2020	1741 29,675	Service to PD vehicle 1741	\$306.74	\$0.00		\$306.74
City of Antioch	11/23/2020	11/23/2020	1738	Service to PD vehicle 1738	\$210.72	\$0.00		\$210.72
City of Antioch	11/23/2020	11/23/2020	1738 57,729	Service to PD vehicle 1738	\$346.59	\$0.00		\$346.59
City of Antioch	11/23/2020	11/23/2020	1742	Service to PD vehicle 1742	\$100.00	\$0.00		\$100.00
City of Antioch	11/23/2020	11/23/2020	1738	Service to PD vehicle 1738	\$375.50	\$0.00		\$375.50
City of Antioch	11/23/2020	11/23/2020	1744 7,442	Service to PD vehicle 1744	\$242.39	\$0.00		\$242.39
City of Antioch	11/23/2020	11/23/2020	1735 74,851	Service to PD vehicle 1735	\$381.80	\$0.00		\$381.80
City of Antioch	11/23/2020	11/23/2020	1736 75,355	Service to PD vehicle 1736	\$339.36	\$0.00		\$339.36
<i>Totals for City of Antioch</i>					\$5,781.75	\$0.00		\$5,781.75
Clean Street								
Clean Street	8/31/2020	8/31/2020	98093	Street sweeping August 2020	\$4,500.00	\$0.00		\$4,500.00
<i>Totals for Clean Street</i>					\$4,500.00	\$0.00		\$4,500.00
Peter Cloven								
Peter Cloven	11/30/2020	11/30/2020	PC-10,11/20	Planning commission stipend Oct, Nov 2020	\$240.00	\$0.00		\$240.00
<i>Totals for Peter Cloven</i>					\$240.00	\$0.00		\$240.00
Comcast Business (PD)								
Comcast Business (PD)	11/1/2020	11/1/2020	110263304	PD Internet October 2020	\$953.38	\$0.00		\$953.38
<i>Totals for Comcast Business (PD)</i>					\$953.38	\$0.00		\$953.38
Contra Costa County - Office of the Sheriff								
Contra Costa County - Office of the She	11/16/2020	11/16/2020	CLPD-2010	Toxicology October 2020	\$400.00	\$0.00		\$400.00
<i>Totals for Contra Costa County - Office of the Sherif.</i>					\$400.00	\$0.00		\$400.00

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Contra Costa County Animal Svcs Dept								
Contra Costa County Animal Svcs Dept	11/13/2020	11/13/2020	ASD M7006	Animal Control services Q2 FY 2021	\$19,065.98	\$0.00		\$19,065.98
				<i>Totals for Contra Costa County Animal Svcs Dept</i>	<i>\$19,065.98</i>	<i>\$0.00</i>		<i>\$19,065.98</i>
Cropper Rowe, LLP								
Cropper Rowe, LLP	11/30/2020	11/30/2020	244	Third progress billing, audit FY 2020	\$5,200.00	\$0.00		\$5,200.00
				<i>Totals for Cropper Rowe, LLP</i>	<i>\$5,200.00</i>	<i>\$0.00</i>		<i>\$5,200.00</i>
Terri Denslow								
Terri Denslow	11/30/2020	11/30/2020	PC 10,11/20	Planning commission stipend Oct, Nov 2020	\$240.00	\$0.00		\$240.00
				<i>Totals for Terri Denslow</i>	<i>\$240.00</i>	<i>\$0.00</i>		<i>\$240.00</i>
Devil Mountain Wholesale Nursery								
Devil Mountain Wholesale Nursery	11/25/2020	11/25/2020	81190	Trees	\$795.54	\$0.00		\$795.54
				<i>Totals for Devil Mountain Wholesale Nursery</i>	<i>\$795.54</i>	<i>\$0.00</i>		<i>\$795.54</i>
Diablo View Cleaning								
Diablo View Cleaning	9/18/2020	9/18/2020	25276	Carpet cleaning	\$600.00	\$0.00		\$600.00
				<i>Totals for Diablo View Cleaning</i>	<i>\$600.00</i>	<i>\$0.00</i>		<i>\$600.00</i>
East Bay Rgn Comm System Auth								
East Bay Rgn Comm System Auth	11/23/2020	11/23/2020	202100251	Operating Payments FY 2021	\$12,960.00	\$0.00		\$12,960.00
				<i>Totals for East Bay Rgn Comm System Auth</i>	<i>\$12,960.00</i>	<i>\$0.00</i>		<i>\$12,960.00</i>
Entenmann-Rovin Co								
Entenmann-Rovin Co	10/13/2020	10/13/2020	0162661	Flat badge (reimbursed by officer)	\$138.45	\$0.00		\$138.45
				<i>Totals for Entenmann-Rovin Co</i>	<i>\$138.45</i>	<i>\$0.00</i>		<i>\$138.45</i>
Frank Gavidia								
Frank Gavidia	11/30/2020	11/30/2020	PC 10,11/20	Planning commission stipend Oct, Nov 2020	\$240.00	\$0.00		\$240.00
				<i>Totals for Frank Gavidia</i>	<i>\$240.00</i>	<i>\$0.00</i>		<i>\$240.00</i>
Geoconsultants, Inc.								
Geoconsultants, Inc.	11/23/2020	11/23/2020	19113	Well monitoring November 2020	\$1,546.50	\$0.00		\$1,546.50
				<i>Totals for Geoconsultants, Inc.</i>	<i>\$1,546.50</i>	<i>\$0.00</i>		<i>\$1,546.50</i>
Hammons Supply Company								
Hammons Supply Company	11/6/2020	11/6/2020	115104	Library janitorial supplies	\$83.55	\$0.00		\$83.55
Hammons Supply Company	11/18/2020	11/18/2020	115212	COVID-19 cleaning supplies	\$168.90	\$0.00		\$168.90
				<i>Totals for Hammons Supply Company</i>	<i>\$252.45</i>	<i>\$0.00</i>		<i>\$252.45</i>
Health Care Dental Trust								
Health Care Dental Trust	11/15/2020	11/15/2020	287145	Dental December 2020	\$2,179.74	\$0.00		\$2,179.74
				<i>Totals for Health Care Dental Trust</i>	<i>\$2,179.74</i>	<i>\$0.00</i>		<i>\$2,179.74</i>

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Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ICMA Retirement Corporation								
ICMA Retirement Corporation	10/30/2020	10/30/2020	44672	Annual plan fee Q2 FY21	\$125.00	\$0.00		\$125.00
ICMA Retirement Corporation	11/15/2020	11/15/2020	111520	457 Contributions PPE 11/15/20	\$1,725.00	\$0.00		\$1,725.00
ICMA Retirement Corporation	11/29/2020	11/29/2020	112920	457 Plan contributions PPE 11/29/20	\$1,725.00	\$0.00		\$1,725.00
<i>Totals for ICMA Retirement Corporation</i>					<i>\$3,575.00</i>	<i>\$0.00</i>		<i>\$3,575.00</i>
J&R Floor Services								
J&R Floor Services	11/30/2020	11/30/2020	Eleven 2020	Janitorial services November 2020	\$2,675.00	\$0.00		\$2,675.00
<i>Totals for J&R Floor Services</i>					<i>\$2,675.00</i>	<i>\$0.00</i>		<i>\$2,675.00</i>
Larson Pools, Inc								
Larson Pools, Inc	11/16/2020	11/16/2020	CAP0375	Deposit refund	\$1,471.00	\$0.00		\$1,471.00
<i>Totals for Larson Pools, Inc</i>					<i>\$1,471.00</i>	<i>\$0.00</i>		<i>\$1,471.00</i>
Michael Baker International, Inc								
Michael Baker International, Inc	11/11/2020	11/11/2020	1099495	Planning svcs through 10/23/20	\$6,476.40	\$0.00		\$6,476.40
Michael Baker International, Inc	11/6/2020	11/6/2020	1099140	Planning svcs October 2020	\$630.00	\$0.00		\$630.00
Michael Baker International, Inc	10/8/2020	10/8/2020	1096819	Planning svcs through 9/27/20	\$595.00	\$0.00		\$595.00
Michael Baker International, Inc	10/8/2020	10/8/2020	1096826	Planning svcs through 9/25/20	\$5,215.00	\$0.00		\$5,215.00
<i>Totals for Michael Baker International, Inc</i>					<i>\$12,916.40</i>	<i>\$0.00</i>		<i>\$12,916.40</i>
Mt Diablo Landscape Centers Inc								
Mt Diablo Landscape Centers Inc	11/10/2020	11/10/2020	33076-C	Sand	\$335.30	\$0.00		\$335.30
Mt Diablo Landscape Centers Inc	11/10/2020	11/10/2020	33073-C	Sand	\$335.30	\$0.00		\$335.30
<i>Totals for Mt Diablo Landscape Centers Inc</i>					<i>\$670.60</i>	<i>\$0.00</i>		<i>\$670.60</i>
Nationwide								
Nationwide	11/15/2020	11/15/2020	111520	457 plan contribution PPE 11/15/20	\$500.00	\$0.00		\$500.00
Nationwide	11/29/2020	11/29/2020	112920	457 plan contribution PPE 11/29/20	\$500.00	\$0.00		\$500.00
<i>Totals for Nationwide</i>					<i>\$1,000.00</i>	<i>\$0.00</i>		<i>\$1,000.00</i>
NBS Govt. Finance Group								
NBS Govt. Finance Group	9/30/2020	9/30/2020	920000404	CFA Interim Arbitrage Rebate Analysis	\$1,200.00	\$0.00		\$1,200.00
<i>Totals for NBS Govt. Finance Group</i>					<i>\$1,200.00</i>	<i>\$0.00</i>		<i>\$1,200.00</i>
Neopost (add postage)								
Neopost (add postage)	11/20/2020	11/20/2020	112020	Postage added 11/20/20	\$300.00	\$0.00		\$300.00
<i>Totals for Neopost (add postage)</i>					<i>\$300.00</i>	<i>\$0.00</i>		<i>\$300.00</i>
Pacific Office Automation								
Pacific Office Automation	11/19/2020	11/19/2020	211490	Copier usage 10/20/20-11/19/20	\$29.40	\$0.00		\$29.40
<i>Totals for Pacific Office Automation</i>					<i>\$29.40</i>	<i>\$0.00</i>		<i>\$29.40</i>
Performance Trailer Service								
Performance Trailer Service	11/6/2020	11/6/2020	5331	PW trailer repair	\$1,104.15	\$0.00		\$1,104.15

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Performance Trailer Service</i>					<i>\$1,104.15</i>	<i>\$0.00</i>		<i>\$1,104.15</i>
PG&E								
PG&E	11/20/2020	11/20/2020	112020	Energy 10/22/20-11/19/20	\$4,575.87	\$0.00		\$4,575.87
PG&E	11/14/2020	11/14/2020	111420	Energy 10/15/20-11/13/20	\$18,243.03	\$0.00		\$18,243.03
<i>Totals for PG&E</i>					<i>\$22,818.90</i>	<i>\$0.00</i>		<i>\$22,818.90</i>
Pond M Solutions								
Pond M Solutions	11/19/2020	11/19/2020	7024	Repair auto fill control on fountain	\$410.00	\$0.00		\$410.00
<i>Totals for Pond M Solutions</i>					<i>\$410.00</i>	<i>\$0.00</i>		<i>\$410.00</i>
Raney Planning & Management, Inc.								
Raney Planning & Management, Inc.	11/5/2020	11/5/2020	1752E-12	Planning svcs October 2020	\$375.00	\$0.00		\$375.00
Raney Planning & Management, Inc.	11/5/2020	11/5/2020	2043E-4	Planning svcs October 2020	\$1,080.00	\$0.00		\$1,080.00
Raney Planning & Management, Inc.	11/5/2020	11/5/2020	2040E-5	Planning svcs October 2020	\$7,442.50	\$0.00		\$7,442.50
<i>Totals for Raney Planning & Management, Inc.</i>					<i>\$8,897.50</i>	<i>\$0.00</i>		<i>\$8,897.50</i>
Rex Lock & Safe, Inc.								
Rex Lock & Safe, Inc.	11/6/2020	11/6/2020	127383	Timer install @ The Grove Park	\$703.85	\$0.00		\$703.85
Rex Lock & Safe, Inc.	11/18/2020	11/18/2020	127543	Keys for Library	\$88.09	\$0.00		\$88.09
<i>Totals for Rex Lock & Safe, Inc.</i>					<i>\$791.94</i>	<i>\$0.00</i>		<i>\$791.94</i>
Mark Rogelstad								
Mark Rogelstad	11/17/2020	11/17/2020	CAP0293	C&D refund	\$2,000.00	\$0.00		\$2,000.00
<i>Totals for Mark Rogelstad</i>					<i>\$2,000.00</i>	<i>\$0.00</i>		<i>\$2,000.00</i>
Roto-Rooter Sewer/Drain Service								
Roto-Rooter Sewer/Drain Service	11/6/2020	11/6/2020	51022315963	Clear main sewer pipe @ The Grove Park	\$626.00	\$0.00		\$626.00
<i>Totals for Roto-Rooter Sewer/Drain Service</i>					<i>\$626.00</i>	<i>\$0.00</i>		<i>\$626.00</i>
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	11/4/2020	11/4/2020	104656151-001	Landscape supplies	\$247.28	\$0.00		\$247.28
Site One Landscape Supply, LLC	11/10/2020	11/10/2020	104789622-001	Irrigation supplies	\$37.92	\$0.00		\$37.92
<i>Totals for Site One Landscape Supply, LLC</i>					<i>\$285.20</i>	<i>\$0.00</i>		<i>\$285.20</i>
Stericycle Inc								
Stericycle Inc	12/1/2020	12/1/2020	3005334160	Medical waste disposal	\$65.01	\$0.00		\$65.01
<i>Totals for Stericycle Inc</i>					<i>\$65.01</i>	<i>\$0.00</i>		<i>\$65.01</i>
Sunstate Equipment Co								
Sunstate Equipment Co	11/2/2020	11/2/2020	8646756-001	Vac trailer rental for catch basins	\$2,084.35	\$0.00		\$2,084.35
<i>Totals for Sunstate Equipment Co</i>					<i>\$2,084.35</i>	<i>\$0.00</i>		<i>\$2,084.35</i>
Swenson's Mobile Fleet Repair								
Swenson's Mobile Fleet Repair	11/10/2020	11/10/2020	I002232	Service to PD mobile command trailer	\$450.43	\$0.00		\$450.43

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Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Swenson's Mobile Fleet Repair	11/18/2020	11/18/2020	I002269	Service to '15 F250	\$207.20	\$0.00		\$207.20
Swenson's Mobile Fleet Repair	11/19/2020	11/19/2020	I0012281	Service to 2000 Polaris	\$1,365.69	\$0.00		\$1,365.69
				<i>Totals for Swenson's Mobile Fleet Repair</i>	<i>\$2,023.32</i>	<i>\$0.00</i>		<i>\$2,023.32</i>
Troy & Banks, Inc								
Troy & Banks, Inc	11/3/2020	11/3/2020	7293473299	Utility Audit Services	\$1,584.58	\$0.00		\$1,584.58
				<i>Totals for Troy & Banks, Inc</i>	<i>\$1,584.58</i>	<i>\$0.00</i>		<i>\$1,584.58</i>
Verizon Wireless								
Verizon Wireless	11/1/2020	11/1/2020	9866063823	Cell phones 10/2/20-11/1/20	\$241.20	\$0.00		\$241.20
				<i>Totals for Verizon Wireless</i>	<i>\$241.20</i>	<i>\$0.00</i>		<i>\$241.20</i>
Western Exterminator								
Western Exterminator	10/31/2020	10/31/2020	8605996	Pest control October 2020	\$427.00	\$0.00		\$427.00
				<i>Totals for Western Exterminator</i>	<i>\$427.00</i>	<i>\$0.00</i>		<i>\$427.00</i>
Workers.com								
Workers.com	11/6/2020	11/6/2020	128571	Seasonal workers week end 11/1/20	\$3,690.04	\$0.00		\$3,690.04
Workers.com	11/13/2020	11/13/2020	128620	Seasonal workers week end 11/8/20	\$3,690.04	\$0.00		\$3,690.04
Workers.com	11/20/2020	11/20/2020	128670	Seasonal workers week end 11/15/20	\$2,902.51	\$0.00		\$2,902.51
				<i>Totals for Workers.com</i>	<i>\$10,282.59</i>	<i>\$0.00</i>		<i>\$10,282.59</i>
Zee Medical Company								
Zee Medical Company	11/19/2020	11/19/2020	724606793	Restock PD first aid cabinet	\$75.15	\$0.00		\$75.15
Zee Medical Company	11/19/2020	11/19/2020	724606792	Restock PW first aid cabinet	\$72.88	\$0.00		\$72.88
				<i>Totals for Zee Medical Company</i>	<i>\$148.03</i>	<i>\$0.00</i>		<i>\$148.03</i>
GRAND TOTALS:					\$263,026.15	\$0.00		\$263,026.15

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Advanced Elevator Solutions, Inc								
Advanced Elevator Solutions, Inc	12/1/2020	12/1/2020	41602	Elevator service	\$124.00	\$0.00		\$124.00
				<i>Totals for Advanced Elevator Solutions, Inc</i>	<i>\$124.00</i>	<i>\$0.00</i>		<i>\$124.00</i>
Authorize.net								
Authorize.net	11/30/2020	11/30/2020	November20	Online bankcard gateway fee November 2020	\$31.35	\$0.00		\$31.35
				<i>Totals for Authorize.net</i>	<i>\$31.35</i>	<i>\$0.00</i>		<i>\$31.35</i>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	11/24/2020	11/24/2020	17692	Street signs	\$300.95	\$0.00		\$300.95
				<i>Totals for Bay Area Barricade Serv.</i>	<i>\$300.95</i>	<i>\$0.00</i>		<i>\$300.95</i>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	12/4/2020	12/4/2020	892991	Special legal services November 2020	\$5,969.82	\$0.00		\$5,969.82
Best Best & Kreiger LLP	12/4/2020	12/4/2020	892989	Special legal services November 2020	\$1,132.88	\$0.00		\$1,132.88
Best Best & Kreiger LLP	12/4/2020	12/4/2020	892990	Special legal services November 2020	\$1,631.70	\$0.00		\$1,631.70
Best Best & Kreiger LLP	12/4/2020	12/4/2020	892987	Legal services November 2020	\$9,574.00	\$0.00		\$9,574.00
Best Best & Kreiger LLP	12/4/2020	12/4/2020	892988	Special legal services November 2020	\$3,020.28	\$0.00		\$3,020.28
				<i>Totals for Best Best & Kreiger LLP</i>	<i>\$21,328.68</i>	<i>\$0.00</i>		<i>\$21,328.68</i>
Clean Street								
Clean Street	11/30/2020	11/30/2020	98793	Street sweeping November 2020	\$4,500.00	\$0.00		\$4,500.00
				<i>Totals for Clean Street</i>	<i>\$4,500.00</i>	<i>\$0.00</i>		<i>\$4,500.00</i>
Comcast Business								
Comcast Business	12/5/2020	12/5/2020	120520	Internet 12/10/20-01/09/21	\$386.09	\$0.00		\$386.09
				<i>Totals for Comcast Business</i>	<i>\$386.09</i>	<i>\$0.00</i>		<i>\$386.09</i>
CSI Forensic Supply								
CSI Forensic Supply	12/2/2020	12/2/2020	2868	Forensic supplies	\$17.21	\$0.00		\$17.21
				<i>Totals for CSI Forensic Supply</i>	<i>\$17.21</i>	<i>\$0.00</i>		<i>\$17.21</i>
Digital Services								
Digital Services	12/4/2020	12/4/2020	11791	IT services 11/2/20-12/2/20	\$4,292.25	\$0.00		\$4,292.25
				<i>Totals for Digital Services</i>	<i>\$4,292.25</i>	<i>\$0.00</i>		<i>\$4,292.25</i>
Dillon Electric Inc								
Dillon Electric Inc	12/3/2020	12/3/2020	4278	Street light repairs 12/1/20	\$164.43	\$0.00		\$164.43
Dillon Electric Inc	12/3/2020	12/3/2020	4277	The Grove Park electrical repair	\$810.00	\$0.00		\$810.00
Dillon Electric Inc	12/3/2020	12/3/2020	4274	Street light repairs 11/20/20	\$489.01	\$0.00		\$489.01
				<i>Totals for Dillon Electric Inc</i>	<i>\$1,463.44</i>	<i>\$0.00</i>		<i>\$1,463.44</i>
Globalstar LLC								
Globalstar LLC	11/16/2020	11/16/2020	8161767	Sat phone 11/16/20-12/15/20	\$110.48	\$0.00		\$110.48

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Workers.com	11/27/2020	11/27/2020	128722	Seasonal workers week end 11/22/20	\$3,690.04	\$0.00	\$3,690.04
				Totals for Workers.com	\$3,690.04	\$0.00	\$3,690.04
				GRAND TOTALS:	\$64,147.07	\$0.00	\$64,147.07

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 11/18/20: \$81,482.16

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	81,482.16
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	81,482.16
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,204.92
	CASH REQUIRED FOR CHECK DATE 11/18/20	95,687.08

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
11/17/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	62,626.57	
11/17/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	63,290.07
11/17/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	2,410.29	2,410.29
11/17/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 11/17/20		65,775.36
11/18/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	70.62	
				Medicare	1,301.08	
				Fed Income Tax	9,374.55	
				CA Income Tax	3,588.87	
				Total Withholdings	14,335.12	
				Employer Liabilities		
				Social Security	70.62	
				Medicare	1,301.06	
				Total Liabilities	1,371.68	15,706.80
				EFT FOR 11/18/20		15,706.80
				TOTAL EFT		81,482.16

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/02/20: \$84,803.07

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	84,803.07
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	84,803.07
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,348.58
	CASH REQUIRED FOR CHECK DATE 12/02/20	99,151.65

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
12/01/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	64,892.31	
12/01/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	65,555.81
12/01/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	2,319.91	2,319.91
12/01/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 12/01/20		67,950.72
12/02/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	63.24	
				Medicare	1,352.20	
				Fed Income Tax	10,056.74	
				CA Income Tax	3,964.71	
				Total Withholdings	15,436.89	
				Employer Liabilities		
				Social Security	63.24	
				Medicare	1,352.22	
				Total Liabilities	1,415.46	16,852.35
				EFT FOR 12/02/20		16,852.35
				TOTAL EFT		84,803.07



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Assistant to the City Manager and
Janet Calderon, City Clerk

DATE: December 15, 2020

SUBJECT: Public Records Retention Schedule

RECOMMENDATION

Staff recommends the City Council adopt the Resolution approving amendments to the public records retention schedule for the City of Clayton.

BACKGROUND

At its April 5, 2016 the City Council adopted Resolution No. 18-2016, adopting a Public Records Retention Schedule for the City of Clayton. The only revisions to this Records Retention Schedule were made on July 1, 2003, by Resolution No. 33-2003; and October 19, 2004, by Resolution No. 57-2004.

The current Public Records Retention Schedule was reviewed by our City Attorney along with City staff. Recommendations were submitted by the City Attorney's office. City staff reviewed the proposed amendments and did not have any further corrections. (Changes reflected in red).

FISCAL IMPACT

There is no cost associated with amending the public records retention schedule. Indirect savings may be realized in lessening the storage needs/archival space of the City.

Attachments: 1. Resolution (1 pg.)
2. Records Retention Schedule (43 pp.)

RESOLUTION NO. -2020

**A RESOLUTION AMENDING AND APPROVING THE CITY'S PUBLIC RECORDS
RETENTION SCHEDULE**

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

WHEREAS, a public records retention schedule is an important component of a good public records management program and public records transparency; and

WHEREAS, the destruction of certain public records is allowed and authorized by state law in Government Code Sections 34090 et seq; and

WHEREAS, a public records retention schedule provides benefits such as reducing the cost of records storage, reducing duplications, reducing administrative costs, improving information retrieval, and protecting and preserving records that are vital to the ongoing business of a city and access by the public; and

WHEREAS, the City Council adopted a public records retention schedule by Resolution No. 33-2003 on July 1, 2003; amended it by Resolution No. 57-2004 on October 19, 2004 and amended it by Resolution No. 18-2016 on April 5, 2016; and

WHEREAS, while using the Records Retention Schedule staff noticed certain amendments were needed including the addition of Clayton Police Department Records Retention Schedule in order to clarify the disposition of certain public documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby adopt an amended City of Clayton Public Records Retention Schedule, a true and correct copy attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

Adopted by the City Council of the City of Clayton, California at a regular public meeting held on December 15, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

Record Series	Retention	Citation	Description
Accident/Illness Reports	Length of employment + 30 yrs	8 CCR 3204(d)(1)(A)(B)	For Employee Medical Records & Employee Exposure Records regarding exposure to toxic substances or harmful physical agents --Includes Material Safety Data Sheets (MSDS) Does NOT include: health insurance claims; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination
Accidents/Damage to City Property	10 yrs	GC 34090 CCP 337.15	Risk management administration
Accounts Payable	AU + 4 yrs	CCP 337, 26 CFR 31.6001(e)(2)	Invoices, check copies, supporting documents, travel expense reimbursements, petty cash, postage, check requests, etc.

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Citations (California): CCP – Code of Civil Procedure EC – Elections Code GC – Government Code LC – Labor Code
R&TC – Revenue & Taxation Code CCR – California Code of Regulations FPPC – Fair Political Practices Commission
State Guidelines – Secretary of State Local Government Records Management Guidelines

Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003
Revised: October 19, 2004 – Resolution No. 57-2004
Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Accounts Receivable	AU + 4	CCP 337, 26 CFR 31.6001(e)(2)	Receipts for deposited checks, coins, currency; checks received; receipt books; payments for permits, etc.
Aerials (photographs)	P	GC34090;	Historical value
Affidavits of Publication / Posting	2 yrs (unless part of a project or matter that requires longer retention (e.g., CEQA documents))	GC34090	Proof of publication or posting of legal notices (e.g., Notice of Public Hearing; Notice of Lien, etc.)
Agency Report of New Positions (FPPC Form 804)	7 yrs	GC 81009(e)	Identifies new positions that will make or participate in making governmental decisions on behalf of the City
Agency Report of Public Official Appointments (FPPC Form 806)	7 yrs	2 CCR 18705.5(c)(3); GC 81009(e)	Report of additional compensation received by agency officials when appointing themselves to committees, boards or commissions of other public agencies, special districts, joint powers agencies or joint powers authorities. <u>Current report must be posted on the City's website.</u>

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Revised: October 19, 2004 – Resolution No. 57-2004
Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Agenda packets -- City Council, GHAD, Successor Agency, Oversight Board, Financing Authority	2 years yrs (City preference)	GC 34090 (d)	Agendas and supporting documentation. Stored on City's web site for 2 years, scan packets to CD's and toss paper copy.
Agendas, Commissions	2 yrs on website.	GC 34090	Digitize, toss paper copy
Agreements Non Infrastructure	10 yrs from expiration of agreement	CCP §§337, , GC 34090	Consultants, employment, leases, professional services
Agreements, Development, Capital Improvement Projects (CIP)	P	CCP 337, 337.1(a), 337.15; GC 34090; 48 CFR 4.703	Infrastructure contracts, development agreements, Capital Improvement Projects.
Agreements, Housing, HOME, First-Time Homebuyers Program	Loan pay off + 4 yrs	24 CFR 85.42, 570.502, 29 CFR 97.42	
Agreements, Mutual Aid, Joint Powers Authorities (JPA's)	P	GC 34090	

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Record Series	Retention	Citation	Description
Agreements, Subdivision	P	GC65864, 65869.5, 34090	
Alcoholic Beverage License (copy provided to City for public or private event)	CU + 2 yrs	GC 34090	Police Department should retain
Annexation Case Files	P	GC34090(a)	Reports and agreements. Public notices shall be retained for one year.
Annexations	P	GC 34090(a)	
Annual Reports – Clayton Financing Authority	P	GC 34090.5	After two years, digitize and destroy paper
Appeals – administrative (all)	2 yrs	GC34090	
Appeals – land related (granted)	P	GC 34090	
Appeals – Land-related (withdrawn)	2 yrs	GC 34090	
Appeals – land related (denied)	10yrs	GC 34090	

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Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Applications for employment (not hired)	3 yrs	29 CFR 1627.3; GC 12946, 34090	Applications submitted for existing or anticipated job openings, including any records pertaining to refusal to hire applicant
Applications, Boards, Commissions, Committees (Not selected)	CL + 2 yrs	GC 34090	Not selected
Applications, Boards, Commissions, Committees (Selected)	A + 5 yrs	GC 34090	Commission, Committees, etc. other than Planning Commission
Appraisals	7 yrs	GC34090; GC 6254(h)	Exempt from disclosure until final acquisition or contract agreement obtained
Articles of Incorporation	P	GC 34090	Original documentation
Assessment Districts	P	GC 34090	Original documentation
Assessment District - Prop 218 – Ballots	2 yrs	GC 53753(e)(2)	Ballots – Property related fees (Assessment Ballot proceedings) [Ballots are disclosable public records during and after tabulation]

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Record Series	Retention	Citation	Description
Assessment Rolls	2 yrs	GC 34090	County retains originals
Attendance Records	5 yrs	Admin Code §8	List of meetings attended by Council members <i>[does the City actually create such records?]</i>
Audit Reports	P	GC 34090; State Guidelines	
Bank Reconciliation	AU + 5 yrs	26 CFR 31.6001-1(e)(2); State Guidelines	Bank statements, summaries for receipts, disbursements & reconciliation, certificates of deposit, etc.
Benefit Plan Claims	CU + 2 yrs	GC 34090	
Benefit Plan enrollment, denied	CL + 2 yrs	GC34090	
Bids, RFQ's, RFP's Successful Unsuccessful	CU + 4 yrs CU + 2 yrs	GC 34090; CCP 337, 337.1	Includes plans & specifications, notices/affidavits
Billing Records	AU + 2 yrs	GC 34090	

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Record Series	Retention	Citation	Description
Bond, Personnel Fidelity	T + 2 yrs	GC 34090	Form of insurance that covers employer (City) for losses resulting from fraudulent acts of bonded employees
Bonds - Final	CL + 10 yrs	GC 34090; CCP 337.5	Final bond documentation; monthly statement of transactions; supporting documents
Bonds – Paid	2 yrs	GC 34090; GC 53921	Paid bonds; warrant certificates; interest coupons
Bonds, Surety	4 yrs	CCP 337	Documentation created and/or received in connection with the performance of work/services for the City, or for parcel maps and subdivision work
Bonds – Unsold	2 years	GC 34090; GC 43900, et seq.	Unsold bonds
Budget	P	GC34090.7; State Guidelines	Finance keeps original, after two years digitize and destroy paper
Budget adjustments	AU + 2 yrs	GC 34090	Journal entries, account transfers, etc.

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Citations (Federal): CFR – Code of Federal Regulations

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Record Series	Retention	Citation	Description
Building Permits (submitted to County)	2 yrs	GC 34090	Contra Costa County maintains these; Department Preference; UBC requires plans to be retained for 90 days from completion date; Statewide guidelines propose permanent; UBC 106.4.2; GC 34090; H&S 19850
Building Plans – official copy	Life of building	H&S 19850	[Does the County keep these??]
Business License	CU + 2 yrs	GC 34090	
Campaign Statements – candidates for City Council - elected (originals)	P	GC 81009(b),(g)	Original statements of elected candidates and committees supporting elected candidates for City Council
Campaign Statements – candidates for City Council – <u>not</u> elected (originals)	E + 5 yrs	GC 81009(b), (g)	Original statements of candidates and supporting committees for candidates <u>not</u> elected for City Council
Campaign Statements/Reports - Copies	E + 4 yrs (can image after 2 yrs)	GC 81009(f), (g)	Copies of reports/statements (if filing officer is not required to keep more than one copy)

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Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003
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Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Capital Improvement Projects	CL + 10 years	CCP 337.15	Supporting documents including bidders list, specifications, reports, plans, work orders, schedules, etc.
Project files for Planning and Zoning: Documents affecting real property Correspondence, staff reports, etc.	P CU + 2 yrs	GC 34090(a) - records affecting the title to real property GC 34090(d)	May include parcel maps, parcel map waivers, use permits, development plans, variances, lot line adjustments Working files – may include agenda reports, correspondence, applications, certificates of compliance, etc.
Cash Receipts	AU + 4 yrs	CCP 337, 26 CFR 31.6001-1(e)(2)	Receipts for currency, coins
CDBG (Community Development Block Grants)	CL + 4 yrs	24CFR 570.502(b) (3); 241 CFR 85.42	Project files, contracts, proposals, statements, reports, sub-recipient dockets, environmental review, grant documents, applications, inventory, consolidated plan etc.

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Record Series	Retention	Citation	Description
Certificates of Insurance	S	GC 34090	Insurance certificates filed separately from contracts; includes insurance filed by licensees.
Certificate of Occupancy		Statewide guidelines propose life of building; GC 34090	Maintained by Contra Costa County
Checks (City-issued)	AU + 5 yrs	GC 34090; CCP 337; 26 CFR 31.6001.1(e)	Includes payroll checks, canceled or voided checks, copies of checks, electronic versions of checks
Chemical Use Reports Form/ Material Data Safety Sheet (MSDS)	30 yrs	8 CCR 3204(d)(1)(A)	30 years if employer qualifies as hazardous material exposure & required to file MSDS; reports are mailed to the County
Claims Filed Against the City (Government Claims Act)	CL + 2 yrs	GC 34090	Paid/denied claims; enter into Log Book,

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Record Series	Retention	Citation	Description
Classifications and Appointments (employees)	CU + 3 yrs	GC 34090; GC 12946; 29 CFR 516.6(2); 29 CFR 1602.4	Personnel records
COBRA (Employee Benefits)	For life of benefit plan/policy + 6 years	29 USC 1027; 29 CFR 1627.3(b)(2); 28 CCR 1300.85.1; 11 CCR 560	Records regarding COBRA – extension of benefits for separated employees, insurance policies (health, dental, vision, deferred compensation, etc.)
Code Enforcement – Case Files	CL + 2 yrs	GC34090(d)	Building, housing and mobile home code violation records including inspections; public nuisance rubbish and weed abatement, citations, etc.
Complaints - Miscellaneous	5 yrs	GC 34090	Miscellaneous complaints received from members of the public, including those received by e-mail – not code enforcement, not related to specific lawsuits involving the City, and not otherwise specifically covered by the Retention Schedule

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Record Series	Retention	Citation	Description
Comprehensive Annual Financial Report (CAFR)	CU + 4 yrs	GC 34090; CCP 337	Finance
Conflict of Interest Code	P	GC 87300 et seq.	Conflict of Interest Code I- required under Political Reform Act; must be reviewed by July 1st of every even-numbered year and amended if necessary
Construction Code Books	.		National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing & Supplements. Maintained by Contra Costa County Building Inspection Department
Construction Plans– approved			New commercial and residential construction, tenant improvements room additions, signs, block wall, remodel. Maintained by Contra Costa County Inspection Department.

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Record Series	Retention	Citation	Description
Correspondence, General	2 yrs	GC 34090	Includes letters and emails; not related to specific cases or projects and not otherwise specifically covered by the Retention Schedule
Council directives (administrative)	S + 2 yrs	GC 34090	Administrative policies and procedures – directives issued by the Council not assigned a resolution or ordinance number
Credit Card (City-owned) Sales Slips, Refunds	AU + 4 yrs	GC 34090, CCP 337, 26 CFR 31.6001(e)(2),	Bills, statements, related receipts for City-owned credit cards
Deeds & Promissory Notes	P	GC34090(a)	File with recorded documents. Originals may not be destroyed.
Deferred Compensation Reports	CU + 3 yrs	29 CFR 516.5, GC34090	
Deposits, Receipts	AU + 4 yrs	GC 34090; CCP 337	Checks, coins, currency

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Record Series	Retention	Citation	Description
Desk Procedure Manuals	2 yrs or until superseded	GC 34090	
Development Agreements	P	CCP 337, 337.1, 337.15; GC 34090; 48 CFR 4.703	Permanent (State Guidelines recommends retaining paper original for minimum 7 years)
Drug Testing	5 yrs	29 CFR 1627.3(b)(1)(v) ; GC 34090	Department of Transportation requires 5 yrs for positive tests, 1 year for negative tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; Applications, change requests, withdrawals.
Easements, Deeds	P	GC 34090	File with recorded documents. Originals may not be destroyed.
EEOC Records (Equal Employment Opportunity Commission)	3 yrs	29 CFR 1602.30, 2 CCR 11013 (c)	Records, reports showing compliance with federal equal employment requirements (EEO-4 Reports, etc.)

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Record Series	Retention	Citation	Description
Election - Certificates of Election	7 yrs	GC 81009(e)	Certificates of election; original reports and statements
Election – Affidavit Index	5 yrs	EC 17001	Affidavits of voter registration
Election – applications for vote by mail ballots	E + 6 mos for state/local E + 22 mos for federal	EC, 17504, EC 17505	Preserve for six (6) months after election for state and local elections. Preserve for 22 months after Election for President, Vice President, US Senator and/or US Representative
Election – Ballots and Related Documents	E + 6 mos	EC 17302, 17306	STATE & LOCAL ELECTIONS – All ballot cards (voted/spoiled/canceled) arranged by precinct; unused vote by mail ballots; ballot receipts; vote by mail voter identification envelopes. May be destroyed subject to any pending contest.
Election – Ballots and Identification Envelopes (Federal Offices)	E + 22 mos	EC 17301, 17305, 17502, 17504	For elections to federal office (President, Vice President, US Senator, US Representative)

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Record Series	Retention	Citation	Description
Election - Ballots – Prop 218 (Assessment Districts)	E + 2 years	GC 53753(e)(2)	Ballots - Property related fees (Assessment Ballot proceeding). [These ballots are disclosable public records during and after tabulation]
Election - Calendar	E + 2 yrs	GC 34090	
Election - Canvass	E + 6 mos	EC 17304	Notifications and Publication of Election; Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results, special election results
Election –Elections Official’s Package of Documents	E + 6 mos	EC 17304	Package of 2 tally sheets, copy of index, challenge lists, assisted voters list. [Contents of package are public record after commencement of the official canvass of votes, except that items containing signatures must not be copied or distributed.]

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Record Series	Retention	Citation	Description
Elections – Historical File	P	GC 34090	History of elections, sample ballots, certificates of destruction, other resolutions re: election
Elections – Maps, precincts/voter information	E + 2 yrs	GC 34090; EC 17501;	
Elections – Nomination papers Successful Unsuccessful	T + 4 yrs E + 5 yrs	EC 17100; GC 81009(b)	
Elections – Notifications and Publications	E + 2 yrs	GC 34090	Proof of publication or posting, certification and listing of notice of posting; copy of newspaper notice and certification of offices to be voted for at forthcoming election
Elections - Petitions	8 mos after election results are certified	EC 17200, 17400;	Petitions -- Initiative, referendum, recall

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Elections - Roster of Voters	E + 5 yrs	EC 17300	From date of election; initiative, referendum recall, general municipal election
Elections – Working file	2 yrs	GC 34090	
Emergency Response Manuals	S + 2 yrs	GC 34090	
Employee Assistance Program (EAP)	Plan termination + 2 yrs	29 CFR 1627.3(b)(2); GC 12946, 34090	EEOC/ADEA (Age) requires 1 yr after benefit plan termination; State Law requires 2 yrs for personnel records
Employee Eligibility Verification (USCIS Form I-9)	3 yrs after date of hire, or 1 yr after date of termination, whichever is later	8 USC 1324a(B)(3); Pub. Law 99-603	Federal Immigration and Nationality Act; Immigration Reform/Control Act 1986
Employee Handbook	S + 2 yrs	GC 34090	Includes personnel policies
Employee programs	CL + 2 yrs	GC 34090; GC 12946	Includes EAP and employee recognition programs.

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Record Series	Retention	Citation	Description
Employee rights General Safety (Police)	T + 2 yrs T + 5 yrs	GC 12946; 29 CFR 1602.14	May include arbitration, grievances, union request, sexual harassment and civil rights, complaints, disciplinary actions. (29 CFR 1627.3)
Employee Time Sheets / Time Cards	2 yrs State Guidelines recommend AU + 6yrs	GC 34090; 29 CFR 516.6.(a)(1); LC 1174(d); State Guidelines	Signed by employee
Engineering Parcel Maps	P	GC 34090	If originals (copies 5 yrs)
Enterprise Systems Catalog	Post on City website; update annually	GC 6270.5	Catalog of software applications, computer systems used by the City. [Due 7/1/2016, per SB 272 (2015 Statutes)]
Environmental Quality – Air Quality (AQMD)	3 yrs	CCP 338(k); GC 34090	Participants/voucher logs; Total Daily Mileage survey (TDM); Commute Alternative
Environmental Quality – Asbestos	P	GC 34090	Documents, including abatement projects, regarding public buildings

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Record Series	Retention	Citation	Description
Environmental Quality – California Environmental Quality Act (CEQA)	P	GC 34090 State CEQA Guidelines	Exemptions; Environmental Impact Reports; Mitigation Monitoring; Negative Declarations; Notices of Completion (NOC) and Notices of Determination (NOD); comments from the public; Statements of Overriding Considerations, etc.
Environmental Quality – Congestion Management	CL + 2 yrs	GC 34090	Ride sharing; trip management
Environmental Quality – Environmental Review (supplemental documents)	CL + 2 yrs	GC 34090	Correspondence with consultants; etc.
Environmental Quality – Pest Control	CL + 2 yrs	GC 34090	Pesticide applications, inspections, sampling, reports
Environmental Quality – Soil	CL + 2 yrs	GC 34090	Analysis; construction recommendation
Environmental Quality – Soil Reports	P	GC 34090	Final reports
Equipment Reports	2 yrs	GC 34090	

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ERISA Records (Employee Retirement Security Act)	6 yrs	29 USC 1027 29 USC 1059	Employee Retirement Income Security Act of 1974 – plan reports, certified information filed, records of benefits due
Ethics Training Records (AB 1234))	5 yrs after receipt of training	GC 53235.2	Records required to be kept. Records must show dates that City officials and designated staff satisfied the training requirements and the entity that provided the training.
Events and Ticket/Pass Distributions Agency Report – FPPC Form 802	7 yrs	GC 81009(e)	Report of tickets/passes; identifies persons who received tickets/passes and describes the public purpose for the distribution.
Facility Reservation Books, Rentals, Reports, Users	P	GC 34090.5	After 2 yrs, digitize and destroy paper
Family and Medical Leave Act (FMLA))	3 yrs – federal 2 yrs – state	29 CFR 825.500 GC 12946	Records of leave taken, City policies relating to leave, notices, communications relating to taking leave

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Record Series	Retention	Citation	Description
Federal Tax Records	CU + 4 yrs	26 CFR 31.6001-1(e); 29 CFR 516.5-516.6	May include Forms 1096, 1099, W-4's and W-2's
Fixed Assets - Inventory	AU + 2 yrs	GC 34090	Reflects purchase date, cost, account number
Fixed Assets – Surplus Property	AU + 4 yrs	GC 34090; CCP 337	Disposal of surplus property, including listing of surplus property, sealed bid sales of surplus equipment, records of auctions of surplus property, etc.
Flood Plain Maps	Until Superseded		Maps created by FEMA – not a City record – for information only
General Plan and Amendments	P	GC34090	Includes Sphere of Influence
Gift to Agency Report (FPPC Form 801)	Post on City website for 4 yrs	2 CCR 18944(c)(3)(F),(G); FPPC Fact Sheet: "Gifts to an Agency – Part 2"	FPPC form showing payment or donation made to the City or to a City official and which can be accepted as being made to the City

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Record Series	Retention	Citation	Description
Goals & Objectives	CU + 2 yrs	GC34090	Individual departments
Grants (other federal and state grants – not CDBG)		GC 34090; 24 CFR 85.42, 570.502	Grant documents and all supporting documents: applications, reports, contracts, project files, proposals, statements, etc.
Successful	CL + 4 yrs		
Unsuccessful	2 yrs		
Grievances (filed by employees)	Final disposition + 2yrs	GC 12946, 34090	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 yrs after action is taken
Hazardous Materials & Hazardous Waste Disposal Records	CU + 3 yrs	22 CCR 66279.91; 3 CCR 6624(g)	Includes used oil and pesticides
Hazardous Materials – Permits, Hazardous Material Storage	CU + 2 yrs	GC 34090	[Permanent retention of documents regarding environmentally sensitive materials is recommended]

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Record Series	Retention	Citation	Description
Hazardous Materials – Programs, Household Hazardous Waste	S _+ 2 yrs	GC 34090	Documents regarding federal, state or local programs on disposal of household hazardous waste
Hazardous Materials – Exposure Records, etc.	Length of employment + 30 yrs	8 CCR 3204(d), et seq.	Employee exposure records; name/identity of chemical substance used; when & where chemical substance was used
Hazardous Materials – Underground Storage Tank Compliance	Permanent	GC 34090	Documents regarding storage, location, installation, removal, and/or remediation
Hazardous Materials – Underground Storage Tank Maintenance and Repair	For the life of the tank	23 CCR 2660lj), 2712	Documents regarding repairs, lining and upgrades
Heritage Tree Designations	5 yrs	GC 34090	Historic value
Historic Preservation Inventory	CU + 5 yrs	GC 34090(d)	Records of Historic structures & landmarks, including historic register

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Housing – Programs (includes CDBG-funded programs)	CL + 4 yrs	24 CFR 570.502(b)(3); 24 CFR 85.42	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificates, Housing Bond Advisory, HOME, In-Lieu Housing Mitigation, Low/Moderate Housing, Rental Housing Assistance
Implementation Plan (5 yr)	10 yrs	GC34090	
Insurance - Joint Powers Agreement	CU + 2 yrs	GC 34090	Accreditation, MOU, agreements, agendas
Insurance, liability/property	Until superseded	GC34090	Insurance policies held by the City, Certificates of Insurance, etc.
Investment Transactions	AU + 4 yrs	GC 34090; CCP 337	Summary of transactions, inventory & earnings report
Invoices	AU + 2 yrs	GC 34090	Copies sent for fees owed, billing, related documents

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Record Series	Retention	Citation	Description
IRS Form 1099 – Issued by City	5 yrs	26 CFR 31.6001-1(e) (2), 29 CFR 516.5 – 516.6	IRS: 4 yrs after tax is due or paid (longer for auditing & contractor delinquency)
Job Descriptions	CU + 3 yrs	29 CFR 1627.3	Descriptions of duties, qualifications, responsibilities for each position/classification/job title
Labor Distribution	AU + 2 yrs	GC 34090	Costs by employee and program
Ledgers, General	AU + 4 yrs	GC 34090; CCP 337	State Guidelines recommends permanent retention
Legal opinions	S + 2 yrs	GC34090	
Library Commission Agendas and Packets	Retention not required – Not City records		Contra Costa County Library has originals
Litigation Files	Until settled/adjudicated + 2 yrs	GC 34090	

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Record Series	Retention	Citation	Description
Lobbying or Lobbyist Forms (FPPC forms)	5 yrs	FPPC Reg. 18615(d)	FPPC Form 602 – Lobbying Firm Activity Authorization; FPPC Form 635 – Report of Lobbyist Employer & Report of Lobbying Coalition – forms used when employing or contracting with a lobbying firm
Lot line adjustments	P	GC 34090	Records affecting title to real property
Maintenance manuals (equipment)	S	GC 24090	Maintenance instructions for City-owned equipment
Maintenance Operations – Municipal Facilities	Active + 2 yrs	GC 34090	Includes work orders, inspections, repairs, cleaning, reports, complaints, service requests
Maintenance – Repair records	2 yrs	GC 34090	Records of repairs to City-owned equipment
Maps, City Boundary	P	GC 34090	Recorded maps, surveys, monuments
Master Plans	P		Parks, public facilities

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Record Series	Retention	Citation	Description
Memoranda of Understanding (MOU) (personnel related)	CU + 3 yrs Sec. of State recommends permanent retention	GC 34090; 29 USC 211(c) 29 CFR 516.5 Sec. of State Local Gov't. Records Mgmt. Guidelines	Personnel related; agreements with employee bargaining units resulting from negotiations
Minutes	P	GC34090(e)	Official minutes and hearing proceedings of the City Council, Successor Agency, Oversight Board, Planning Commission and other City commissions subject to open meeting requirements of the Ralph M. Brown Act
Motor Vehicle Pulls (DMV)	Until superseded (should receive new report every 12 mos.)	GC 6254(c), 34090; VC 1808.1(c)	DMV Drivers' Records Reports - Periodic report from DMV showing employees' driver's license numbers, status of licenses (e.g., suspended/revoked), any traffic violations (part of personnel records; not a public record)
Municipal Code	P	GC 34090	Includes amendments, updates, etc.

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Record Series	Retention	Citation	Description
Newsletters - City	CU + 2 yrs	GC 34090	
Noise Permits	A + 2 yrs	GC 34090	
NPDES Permits	3 yrs	40 CFR 122.41	NPDES permit – monitoring information, including calibration and maintenance records, original strip chart recordings, required reports and all data used to complete the permit application
Oaths of Office	T + 6 yrs	GC 34090, 29 USC 1113, State Guidelines	Elected and public officials (e.g., Council members, Commissioners, Staff members)
Ordinances	P	GC 34090(e)	Municipal Code
OSHA	5 yrs	8 CCR 14300.33; LC 6410; 29 CDR 1904.2 – 1904.6, 1904.33	OSHA Log 200; Supplementary Record; Annual Summary (Federal & Cal-OSHA); OSHA 300 Log; privacy case list; OSHA 301 incident report forms
Parcel Maps	P	GC 34090	
Park Reservations	CL + 2 yrs	GC 34090	digitize destroy paper

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Record Series	Retention	Citation	Description
Payroll, adjustments	AU + 4	GC 34090 29 CFR 516.5-516.6	Audit purposes
Payroll – Federal/State Reports	6 yrs	29 USC 436 26 CFR 31.6001-4 R&TC 19530 R&TC 19704 26 USC 6001 26 CFR 301.6501(a)-1 26 CFR 31.6001-1(e) 29 CFR 516.5 – 516.6	Annual W-2s, W-4s, Form 1099s, etc.; quarterly and year-end reports
Payroll Deductions/Authorizations	CU + 2 yrs	29 CFR 516.6(c)	
Payroll records	3 yrs from date of last entry	29 CFR 516.5, LC 1174(d)	Records showing employee information/data (names, addresses, etc.)

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Record Series	Retention	Citation	Description
Payroll, registers	3 yrs State Guidelines recommend permanent retention	29 CFR 516.5(a), LC 1174(d)	May include labor costs by employee & program
Payroll, time cards / time sheets	2 yrs State Guidelines recommend AU + 6yrs	29 CFR 516.6(a)(1), LC 1174(d)	Full time, part-time, temporary employees
Payroll – Wage Rates / Job Classifications	CU + 3 yrs	LC 1197.5(d) LC 1174(d) GC 34090 GC 12946 29 CFR 516.6 29 CFR 1602.4 29 CFR 1627.3	
Permits, construction	CL + 2 yrs	GC34090	Building plans/permits are maintained by Contra Costa County. Signs, grading, encroachment, including copies of blueprints and specifications

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Record Series	Retention	Citation	Description
Permits, other	CL + 2 yrs	GC34090(d)	Alterations, encroachment, excavations, road, street sidewalks & curb alterations, transportation, swimming pool drainage, temporary uses, noise, etc.
PERS Employee Deduction Reports	T + 4 yrs	GC 34090; 26CFR 31.6001-1; 29 CFR 516.5, 516.6, LC 1174(d)	Record of deductions (PERS Public Employee Retirement System) *
Personnel Action Sheets	T + 3 yrs	29 CFR 516.5-516.6;	Release authorizations; certifications; reassignments; outside employment; commendations; disciplinary actions; terminations; oaths of office; evaluations; pre-employee medicals; fingerprints; identifications cards; attendance

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Record Series	Retention	Citation	Description
Personnel records	T + 3 yrs	29 CFR 1627.3; 29 CFR 1602.30; 29 CFR; GC 12946,	Applications, resumes, alternate lists/logs, indices; ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; electronic database
Planning Commission agenda packets	10 yrs	GC34090	Supporting documentation, digitize
Planning Commission Minutes	P	GC34090	
Planning Commission – Applications - Successful Applicants	Term of Office + 5 yrs	GC 34090 State Guidelines	Applications and other documents relating to commissioners
Plaques	P		Historic value
Police Records	**	**	Detailed listings of retention periods for police records should be governed by a separate records retention schedule.
Policies & Procedures	S + 5 yrs	GC34090(d)	Individual departments
Press Releases	2 yrs	GC34090	Information to media

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Record Series	Retention	Citation	Description
Proclamations	S + 2 yrs	GC 34090	If adopted by resolution, must be retained permanently
Projects, not completed or denied	CL + 2 yrs	GC34090	Building, engineering, planning
Promotional Marketing	CU + 2 yrs	GC34090	
Property – abandonment	P	GC34090(a)	Buildings, condemnation, demolition
Property – acquisition/disposition (supporting documents)	CL + 10 yrs	GC 34090; CCP 337.15	Supporting documents re: sale, purchase, exchange, lease or rental of property by city
Property Inventory	AU + 4 yrs	CCP 343	
Public information brochures	S + 2 yrs	GC 34090	Media information
Public Records Act Requests	CL + 2 yrs	GC 34090	Requests from the public to inspect or receive copies of City records
Purchase Requisitions	AU + 4 yrs	GC34090; CCP 337	

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Record Series	Retention	Citation	Description
Recordings – audio (e.g., for preparation of meeting minutes)	30 days minimum	GC 34090, 54953.5(b)	Council/Commission/Successor Agency/Oversight Board meetings – recordings that are “made for whatever purpose by or at the direction of” the City
Recordings – routine video monitoring, telephone, and radio communications	Videos – 1 yr; Phone & radio communications – 100 days (destruction must be approved by City Council & City Attorney)	GC 34090, 34090.6	Routing daily recording of telephone & radio communications (destruction must be approved by City Council & City Attorney); routine video monitoring including in-car video systems, jail observation/monitoring systems, building security systems
Recordings, video or digitally recorded – meetings of legislative bodies	30 days	GC 54953.5	Videos or digital recordings of public meetings made by or at the direction of the City (e.g., City Council/Commission/Successor Agency meetings)

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Record Series	Retention	Citation	Description
Recordings, video or digitally recorded events	90 days after event	GC 34090, 34090.7	Events other than videos or digital recordings of public meetings. Considered duplicate records if another record of the same event is kept (e.g., written minutes).
Records Management	P	GC 34090	Certificates of destruction; documentation of final disposition of records
Records Retention Schedules	S + 4 yrs	CCP 343	Record retention schedules
Recruitments and Selection	3 yrs	GC 12946; 29 CFR 1627.3	Records relating to hiring, promotion, selection for training
Redevelopment Plan and Amendments	P	GC34090	State law dissolved redevelopment agencies. City should maintain existing and former RDA plan documents.

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Record Series	Retention	Citation	Description
Redevelopment - former RDA documents	P City preference	GC34090	RDA minutes; resolutions – permanent retention RDA agendas, agenda packets
Refundable Deposits	CL + 2 yrs	GC 34090	Records of deposits from contractors, developers
Relocation files	CL + 2 yrs	GC34090	
Resolutions	P	GC 34090(e)	Resolutions adopted by City Council, Successor Agency, Planning Commission, etc.
Risk Management Reports	CL + 5 yrs – Federal CL + 2 yrs - State	29 CFR 1904.44; GC 34090	Federal OSHA forms; loss analysis report; safety reports; actuarial studies
Roster of Boards and Commissions – Local Appointments (Maddy Act)	Until superseded (new list prepared each Dec. 31st)	GC 34090 GC 54970 et seq.	Local Appointments List of all boards, commissions, committees appointed by the City Council

A = Active AU = Audit CL = Closed/Completion CU = Current Year E = Election P = Permanent S = Supersede T = Termination

Citations (California): CCP – Code of Civil Procedure EC – Elections Code GC – Government Code LC – Labor Code
R&TC – Revenue & Taxation Code CCR – California Code of Regulations FPPC – Fair Political Practices Commission
State Guidelines – Secretary of State Local Government Records Management Guidelines

Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003
Revised: October 19, 2004 – Resolution No. 57-2004
Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Safety Committee (Internal Staff)	2 yrs	8 CCR 3203(b); GC 34090	Injury and Illness Prevention Program
Safety Inspections	2 yrs	8 CCR 3203(b)(1), GC 34090	Inspections to identify unsafe conditions and work practices
Safety Manual	Until Superseded		??
Safety Training Records	CU + 2 yrs	GC 34090	??
Site Plans	CL + 2 yrs	GC 34090	Keep site plans with project files
Special Assessment Districts (Public Works/Engineering)	P	GC34090(a)	Supporting documents for special assessment districts regarding improvement, landscape & lighting, underground utilities; bonds, taxes & construction
Specific Plans & Amendments	P	GC 34090	
State Controller Reports (Annual)	2 yrs	GC 34090	
State Tax Records	6 yrs	R&TC 19530, 19704	Forms filed quarterly, annually

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Adopted: July 2, 2003 – Resolution No. 33-2003
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Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Statement of Economic Interest -Form 700 (copies) (elected officials)	4 yrs (can image after 2 yrs)	GC 81009(f), (g)	Copies of Form 700s filed by elected officials – originals forwarded to Fair Political Practices Commission (FPPC)
Statements of Economic Interest – Form 700 (originals) (appointed officials & employees)	7 yrs (can image after 2 yrs)	GC 81009(e), (g)	Originals of Form 700s filed by employees & officials designated in the City's Conflict of Interest Code
Storm Drain Construction/Improvement/Maintenance	CL + 2 yrs	GC 34090	Administrative records
Storm Drains – Maps, Plans	P	GC 34090	Affecting real property
Street names and house numbers	P	GC34090(a)	Includes street dedications, street vacations/closings, address assignment/changes
Street Vacations	P	GC34090	Records regarding offers to dedicate; drainage; access rights; etc.
Studies, special projects & areas	CL + 2 yrs	GC34090(d)	Engineering, joint powers, noise, transportation
Subdivisions (major and minor)	P	GC 34090	Originals

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Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003
Revised: October 19, 2004 – Resolution No. 57-2004
Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Surplus Property, Auction or Disposal	AU + 4 yrs	GC 34090, CCP 337	Disposal of surplus property, including listing of surplus property, sealed bid sales of surplus equipment, records of auctions of surplus property, etc.
Surveys (development)	P	GC34090(a)	Recording data and maps
Taxes, Special	AU + 3 yrs	CCP 338(m)	3-year statute of limitations for challenging a special tax levied by a local agency on a per parcel basis
Telecommunications (telephone system, voice mail, etc.)	CU + 2 yrs	GC 34090	Records regarding administration of City telephones, voice mail, correspondence for same, repair orders, etc.
Temporary Use Permits	A + 2 yrs	GC 34090	Includes special events
Traffic Signals (Public Works/Engineering)	CL + 2 yrs	GC34090(d)	Traffic counts, signal maintenance/repair, etc.
Tree Removal Permits	A + 2 yrs	GC 34090	

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Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003
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Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Unemployment insurance records	CU + 4 yrs	26 USC 3301-3311; Calif. Unemployment Insurance Code; CCP 343	Records relating to unemployment insurance – claims, payments, correspondence, etc.
Vehicle Mileage - reimbursement	2 yrs	GC 34090	Mileage reimbursement rates set annually by IRS
Vehicle Ownership & Title, Maintenance Records	Life of vehicle or title transfer	VC 9900 et seq	Title transfers when vehicle is sold
Vendor Register	S + 2 yrs	GC34090	Alphabetical listing of vendors – may include information on purchase orders, invoices, account numbers and payment dates
Volunteer Programs (includes application, reports, etc)	A + 2 yrs	GC34090	
Vouchers – payments	AU + 4 yrs	GC 34090; CCP 337	Account postings with supporting documents

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Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003
Revised: October 19, 2004 – Resolution No. 57-2004
Revised: April 5, 2016 – Resolution No. 18 -2016

Record Series	Retention	Citation	Description
Wage Garnishments	Active until garnishment is satisfied; then AU + 4 yrs	GC 34090, CCP 337	Wage or salary garnishment
Warrants Register/Check Register	AU + 2 yrs	GC 34090	Record of checks issued; approved by City Council (copy is normally retained as part of Council agenda packet)
Work Orders	CL + 2 yrs	GC 34090	
Workers Compensation	CL + 5 yrs	8 CCR 10102, 15400.2	Work-injury claim files (including denied claims), reports
Zoning Ordinance Amendments	P	GC34090	originals
Zoning Maps	P	GC34090	originals

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Revised: April 5, 2016 – Resolution No. 18 -2016



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JANET CALDERON, CITY CLERK

DATE: DECEMBER 15, 2020

SUBJECT: Confirm Mayoral Reappointment of Peggie Howell to the Board of Trustees Contra Costa Mosquito and Vector Control District as Clayton's representative for the term January 1, 2021 to December 31, 2022.

RECOMMENDATION

By minute motion confirm Mayor Wolfe's reappointment of Peggie Howell to the serve as the City of Clayton representative on the Board of Trustees of the Contra Costa Mosquito and Vector Control District.

BACKGROUND

Staff received a written notification from the Contra Costa Mosquito & Vector Control District that the term of Clayton Trustee Peggie Howell will expire on December 31, 2020.

Staff contacted Peggie Howell to confirm her continued interest in serving on the Board of Trustees for the Contra Costa Mosquito and Vector Control District. Ms. Howell has served as Clayton's representative since January 2008, with no break in service. Ms. Howell was provided the option of a two or four year term; her preference is to continue as Clayton's representative for a two-year term. Peggie has been attending the board meetings regularly.

The next Mosquito and Vector Control Board meeting is scheduled in January 2021.

FISCAL IMPACT

None.



155 Mason Circle
Concord, CA 94520
phone (925) 685-9301
fax (925) 685-0266
www.contracostamosquito.com

December 3, 2020

City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Attn: Janet Calderon, City Clerk

SUBJECT: REQUEST FOR TRUSTEE REAPPOINTMENT

This letter is to inform you that the term for Trustee Peggie Howell will expire on December 31, 2020.

Trustees can initially be appointed to a two year, and if reappointed, to either a two or four year term. They serve without compensation, but are allowed limited expenses for actual travel in connection with meetings or business of the Board (see enclosed position description).

The Board of Trustees meet the second Monday evening of every other month. Trustees also serve on committees which regularly meet between board meetings. All meetings are held at the District office, 155 Mason Circle, Concord, California, although pursuant to Governor's Executive Orders N-25-20, N-29-20, and N-33-20 and the Contra Costa County Public Health Officer Order No. HO-COVID19-03, and guidance from the CDC to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time.
- Meetings will be conducted via teleconference using Zoom

Please note each member of the Board appointed from a governing body of a city shall be an elector of the city from which he/she is appointed, and a resident of the city which is in the District (California Health & Safety Code, Section 2242).

Please notify our office in writing via email nmartini@contracostamosquito.com or USPS when a new appointment or re-appointment has been made.

Sincerely,

Natalie Martini
Administrative Analyst II

CC: Peggie Howell, Trustee

Protecting Public Health Since 1927

BOARD OF TRUSTEES

President PERRY CARLSTON Concord • Vice President LOLA ODUNLAMI Antioch • Secretary DANIEL PELLEGRINI Martinez
Brentwood MARSHON THOMAS • Clayton PEGGIE HOWELL • Contra Costa County JIM PINCKNEY, CHRIS COWEN & DARRYL YOUNG • Danville RANDALL DIAMOND
El Cerrito THOMAS MINTER • Hercules DUYNH NGUYEN • Lafayette JAMES FITZSIMMONS • Moraga ROBERT LUCACHER • Oakley MICHAEL KRIEG • Orinda KEVIN MARKER
Pinole WARREN CLAYTON • Pittsburg RICHARD AINSLEY, PhD • Pleasant Hill JENNIFER HOGAN • Richmond Vacant • San Pablo Vacant • San Ramon PETER PAY • Walnut Creek JAMES MURRAY



155 Mason Circle
Concord, CA 94520
phone (925) 685-9301
fax (925) 685-0266
www.contracostamosquito.com

BOARD OF TRUSTEES

TERM:

First term: Two years
Additional terms: Two or four years

IN LIEU OF EXPENSES:

\$100.00 per month is paid to each Trustee, only if they attend a meeting, regardless of the number of meetings attended. Exception: Board President and Secretary receive monthly compensation, regardless of attending meetings.

QUALIFICATIONS:

Must be a Contra Costa County resident and at least the voting age of 18 with an interest in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel or land development, and a resident of the city which is in the District (California Health & Safety Code, Section 2242)

DUTIES:

Board of Trustees meet the second Monday evening of every other month. Committees meet approximately twice a year or as needed.

HOW TO APPLY:

Contact your city clerk for an application for openings within your city. For positions with the county at large or those in unincorporated areas, contact the county clerk of the Board of Supervisors.

Contra Costa Mosquito & Vector Control District is a tax funded special district of Contra Costa County responsible for the county wide control of mosquitoes, rats, skunks, and ground nesting yellowjackets.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina Schwartz, City Manager

Prepared by: Fran Robustelli, Interim City Manager

DATE: December 15, 2020

SUBJECT: Considering adoption of a Resolution authorizing the execution of an Energy Services Contract with Climatec, LLC Regarding the Construction of Energy Conservation Measures; and authorizing the City Manager to execute the agreement in a form acceptable to the City Attorney

RECOMMENDATION

Adopt a Resolution authorizing the execution of an Energy Services Contract with Climatec, LLC regarding the construction of energy conservation measures; and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney.

BACKGROUND

In February 2020, the City Council established priorities that included exploring new technologies for solar facilities and back-up energy sources for city buildings and enhancing emergency preparedness ahead of natural disasters and public safety power shut-offs. The City also has other high energy demand operations that may benefit from an evaluation and determination if a more efficient operation model exists. Competitive procurement procedures have already taken place by the City of Concord and the terms and conditions of an energy services contract with Climatec, LLC meet the needs of the City of Clayton for a comprehensive audit of City facilities.

DISCUSSION

The purpose of engaging in services with Climatec, LLC is to identify energy efficient opportunities and implementation of energy efficient improvement projects. Approval of a Professional Services Agreement with Climatec, LLC will initiate the process through completion of a comprehensive audit of City facilities and infrastructure, including, but not limited to, buildings, parks, irrigation systems and city-owned street lights. The audit is done at no cost to the City, and will identify and analyze all opportunities for energy cost saving

projects. Projects selected through the audit process will return to the Council for review and approval.

The ultimate goal for the City is to have the services and capital improvements financed through an energy performance contract which can accomplish the following:

- Achieve significant long-term cost savings through reduced energy, load shifting and related operating cost savings;
- Achieve an annual guarantee for cost savings for each year of the contract;
- Turn-key project design and implementation of improvements and updates to the City's infrastructure;
- Upgrade old and/or inefficient systems;
- Provide resiliency including but not limited to microgrids and battery storage with or without renewable energy;
- Maintain building functionality and compatibility with existing equipment.

The staff-recommended agreement with Climatec, LLC establishes that any identified and agreed upon infrastructure improvements must be provided on a turn-key basis including all necessary permits, engineering, delivery, installation, commissioning, training, warranty service, and compliance with any applicable funding programs. After the scope of work has been fully implemented Climatec, LLC will be required to provide measurement and verification services to monitor post-retrofit utility usage and track energy savings.

FISCAL IMPACTS

Completion of the audit, which will include the identification of energy saving projects, funding sources, and return on investment, will be at no cost to the City. Implementation of the selected projects will be awarded separately and will be completed at cost plus 5%. The Professional Services Agreement recommended by staff will allow Climatec to proceed with completion of the audit at no cost to the City. Any projects and their associated costs which are identified through the no-cost audit will be brought before the City Council and community for consideration prior to them being constructed.

ATTACHMENTS

1. Resolution authorizing an energy services contract with Climatec, LLC
2. Energy Services Contract with Climatec, LLC

RESOLUTION NO. ____-2020

A RESOLUTION Authorizing the Execution of an Energy Services Contract with Climatec, LLC Regarding the Construction of Energy Conservation Measures

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

WHEREAS, the City of Concord issued a Request for Proposals for an audit of energy efficiency opportunities and implementation of energy efficiency improvement projects; and

WHEREAS, the City of Clayton's Purchasing Guidelines Policy provides an exception to the procurement procedures that allows for purchasing when competitive procurement procedures have already been completed by another public agency and the price and terms to the City are equal to or better than the price and terms to that public agency; and

WHEREAS, under California Government Code Section 4217.12, the City may enter into an energy services contract on terms that the City Council determines are in the best interests of the City, and provided that the Council finds that the anticipated cost to the City for the proposed energy efficiency upgrades will be less than the anticipated cost in the absence of the project; and

WHEREAS, any payments made under the proposed agreement with Climatec, LLC for the design and implementation of energy projects will not occur unless staff has concluded, and the City Council has affirmed, that the total cost of said energy related improvements are less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of the energy improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, California, does hereby.

Authorize the City Manager to execute an agreement with Climatec, LLC regarding the construction of Energy Conservation Measures (Exhibit A), consistent with the terms described in the staff report, subject to City Attorney approval; any subsequent amendments or additional compensation must be approved by the City Council.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

INSTALLATION AGREEMENT FOR

The City of Clayton, CA

ATTACHMENTS

Attachment “A” – Non-Solar Scope of Work*

Attachment “B” - Lighting Summary*

Attachment “C” – Mechanical Replacement Inventory*

Attachment “D” - Technical Appendix*

Attachment “E” – General Conditions

Attachment “F” – Project Schedule*

Attachment “G” – Project Owner Requirements*

***Note:** Attachment content to be determined and added following completion of Phase 1 and City approval to commence with Phase 2.

INSTALLATION AGREEMENT

This Installation Agreement (“Contract” or “Agreement”) entered into as of XXXXXXXXXX (“Effective Date”) is made by and between:

City of Clayton
 (“Owner”) with its principal place of business at
 6000 Heritage Trail, Clayton, CA 94517
 and

Climatec LLC
 (“Contractor” or “Climatec LLC”)
 With its principal place of business at
 2150 Towne Centre Place, Suite 200,
 Anaheim, CA 92805

RECITALS

WHEREAS, Government Code sections 4217.10, *et seq.*, authorize the Owner, as a public agency, to enter into an energy services agreement wherein Climatec LLC provides conservation services to the Owner from an energy conservation facility on terms that its governing body determines are in the best interest of the Owner;

WHEREAS, pursuant to Government Code section 4217.11(d), “conservation services” include electrical, thermal, or other energy savings resulting from conservation measures, which shall be treated as a supply of such energy;

WHEREAS, through this Contract, the Owner intends to contract for project development (“Phase 1”) and implementation, including engineering, system design, fabrication and installation, of renewable energy generation and energy management systems (“Phase 2”) that will result in energy savings to the Owner and which shall be a supply of energy to the Owner (collectively, the “Project”) at various sites owned or controlled by Owner (the “Project Sites” or “Sites”, and each individually a “Site”), consistent with the terms of Government Code section 4217.10, *et seq.*;

WHEREAS, under Phase 1, the Contractor shall perform project development by undertaking a comprehensive energy analysis and present the Owner with a detailed comprehensive energy analysis report (“CEA Report”) and recommended energy plan to implement certain energy conservation measures and services (“ECMs”) under Phase 2 of the Project. The CEA Report will identify potential energy generation and operational savings opportunities at the Project Sites and estimated program costs to implement the recommended ECMs and present an overall potential energy cost and consumption savings of implementing the ECMs under Phase 2 of the Project. The CEA Report will include data showing that the anticipated cost to the Owner for the recommended ECMs will be less than the anticipated cost to the Owner of electrical or other energy that would have been consumed by the Owner in the absence of the Project;

WHEREAS, upon satisfactory completion of Phase 1 by Contractor, the Owner’s governing body may elect to hold a hearing at a regularly scheduled public meeting after having provided two weeks advance notice of such hearing, and make all findings required by Government Code section 4217.12 for the Owner to proceed with Phase 2 under this Agreement;

WHEREAS, contingent upon satisfactory completion of Phase 1 by Contractor, presentation of the CEA Report and recommended ECMs to the Owner’s governing body for review and ratification and completion of all applicable requirements under the California Environmental Quality Act, the Contractor shall engineer, design, and construct the ECMs pursuant to this Agreement, including all Attachments and other Contract Documents (as that term is defined in the Definitions), which Contract Documents are incorporated into the Agreement by this reference, under Phase 2;

NOW, THEREFORE, in consideration of the covenants hereinafter contained in this Agreement, Owner and Climatec LLC agree as follows:

GENERAL TERMS AND CONDITIONS

Definitions

“Agreement” has the meaning set forth in the recitals and shall include the cover page and all Attachments hereto. The Agreement represents the entire and integrated contract between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement shall not be construed to create any kind of contractual relationship other than between the Owner and Contractor.

“Applicable Law” shall mean, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, act, code, ruling, proclamation, resolution, declaration, requirement or interpretive or advisory opinion or letter of such governmental authority, as construed from time to time by any governmental authority, in each case, applicable to the Work, the Site, the Project, the parties or any other matter in question (as applicable).

“Assessment” shall mean all feasibility and configuration assessments conducted by the Contractor to fulfill its obligations under this Agreement.

Comprehensive Energy Analysis Report or “CEA Report” shall be the report providing for an assessment of energy generation and operational savings opportunities and curtailable load capabilities developed during Phase 1 of the Project. The CEA Report shall identify an energy plan to implement certain ECMs.

“Critical Supply Shortage” shall mean an unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

“Drawings” The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn by Contractor or its Subcontractor or consultants.

“Contract Documents” means shall mean this Agreement and all Drawings, Specifications, surveys, plans, models, reports and designs, addenda thereto (whether or not attached due to their size), the Governmental Approvals, Engineering Documents, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, list of accepted Subcontractors and Consultants, Non-collusion Declaration, and other documents referred to in the Agreement, and written modifications issued after execution of the Agreement.

“Energy Conservation Measures” or ECMs” shall mean those renewable energy generation and energy efficiency improvements identified in the CEA Report.

“Engineering Documents” shall mean all documents including Drawings, diagrams, plans, Equipment Documentation, Equipment Warranties, shop drawings, Assessments, addenda, reports calculations, performance models and other models, designs schedules, and other documents prepared or furnished by Contractor pursuant to this Agreement in respect of the design, engineering and construction of the System.

“Environmental Law” means all laws related to health, safety, the protection of the environment or regulation or prohibition of the environmental pollution or contamination, including laws relating to land use, emission and pollution, discharges into or pollution of water, and Hazardous Materials.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required, by the terms of this Agreement, the Contract Documents, and all Legal Requirements to complete the Work and to be incorporated into the Project, and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from by the terms of the Agreement, the Contract Documents and all Legal Requirements.

“Equipment Documentation” shall mean copies or originals of (i) all operating specifications, warranties and other similar information obtained by Contractor from equipment vendors or Subcontractors or prepared by Contractor or Subcontractors as part of the Work, (ii) a complete inventory list of all Equipment comprising the System, and (iii) all documentation and identification information with respect to all Equipment comprising part of the Project, including reference or serial numbers for all photovoltaic panels, inverters and other equipment listed in the Scope of Work.

“Equipment Warranties” shall mean the product warranty from any supplier for the Equipment incorporated into the Project.

“Estimated Annual Energy Production” shall mean Contractor’s estimated number of kWh that the Project shall produce in the first year following the Final Completion Date based on performance modeling using industry standard tools and assumptions. The Estimated Annual Energy Production shall not be determined until satisfactory completion of Phase 1 of the Project and shall thereafter be added by written amendment to this Agreement.

“Force Majeure Event” shall mean an event that materially affects a party’s performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority. Notwithstanding the foregoing to the contrary, Force Majeure Events shall not include any of the following:

- (a) mechanical or equipment failures (except to the extent any failure is itself caused by a Force Majeure Event);
- (b) any condition of the Site for which the affected party is responsible under this Agreement, other than (1) the discovery of pre-existing Hazardous Materials at the Site so long as the condition was unknown and should not reasonably have been known as of the Effective Date and (2) any Hazardous Materials released at the Site other than by the Contractor, any Subcontractor or Persons acting on behalf of the Contractor; and
- (c) increases in the cost of performance of a party’s obligations under this Agreement (except to the extent any such increase is itself caused by a Force Majeure Event).

Notwithstanding the foregoing, each of (x) economic hardship of either party or (y) increases in the cost of performance of a party’s obligations, shall not constitute Force Majeure Events under this Agreement.

“Governmental Approval” shall mean each and every national, autonomic, regional and local license, approval, authorization, certification, registration, exemption, filing, recording, permit or other approval with or of any governmental authority, including each and every construction or operating permit and any agreement, consent or approval from or with any other person that is required by any Applicable Law or that is otherwise necessary for the performance of the Work.

Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyls (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or Applicable Law.

“Incentives” shall mean subsidies, rebates, credits, reductions, allowances or other financial incentives which the Contractor shall apply for on behalf of the Owner. The Incentives shall not be determined until satisfactory completion of Phase 1 of the Project and shall thereafter be added by written amendment to this Agreement.

“Industry Standards” shall mean those standards of care and diligence practiced or approved by reasonably prudent contractors of the energy services industry in engineering, designing, constructing, installing and operating energy efficiency and/or renewable energy generation projects with equipment similar to the Project in the United States and in accordance with good engineering and design practices, sound construction procedures, Governmental Approvals, the Contract Documents and other standards established for such Work. Industry Standards are not intended to be limited to optimum practice, methods, equipment specifications or acts to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods generally accepted within the energy services industry to accomplish the desired results and must take into consideration the conditions specific to any given facility, including to the extent such conditions would require a person to (a) perform its duties in good faith and as a reasonably prudent operator, (b) perform its duties in compliance with the Contract Documents, (c) exercise such care, skill and diligence as a reasonably prudent business company of established reputation engaged in the energy services business would exercise in the conduct of its business and for the advancement or protection of its own interests, (d) perform the duties in accordance with applicable energy efficiency and/or renewable energy generation project standards, (e) use sufficient and properly trained and skilled personnel, and (f) use parts and supplies that meet the specifications set forth in the Contract Documents, in all cases with respect to (a) through (f) herein, taking into account all of the costs, expenses and benefits of operation of the System.

“Legal Requirement” means the requirement of any Applicable Law, including any Environmental Law or any Governmental Approval.

“Phase 1” shall mean the project development phase of the Project, which shall include development of a CEA Report and recommended energy plan to implement certain ECMs under Phase 2 of the Project.

“Phase 2” shall mean the implementation phase of the Project, under which the Contractor shall engineer, design, and construct the ECMs.

“Project” shall mean project development (Phase 1) and engineering, design, and total construction of the System and completion of the Work (Phase 2) performed in accordance with the Contract Documents.

“Project Development Fee” shall mean the fee for successful performance of Phase 1 of the Project.

“Project Owner Requirements” shall mean the specific requirements of the Work required by the Owner and that includes the Site procedures and other elements set forth in Attachment “H”, as may be altered from time to time, with agreement from the Contractor, by the Owner as a ministerial matter. The Project Owner Requirements shall be subject to amendment following satisfactory completion of Phase 1 of the Project and approval of Phase 2 by the Owner.

“Safety Plan” shall mean a plan prepared by Contractor that includes the elements required by Owner and otherwise includes all matters relating to safety as required by Applicable Law and the Contract Documents. The Safety Plan shall not be completed until satisfactory completion of Phase 1 of the Project and shall thereafter be added by written amendment to this Agreement.

“Site” or **“Sites”** shall have the meaning set forth in the third recital. The Site or Sites shall not be determined until satisfactory completion of Phase 1 of the Project and shall thereafter be added by written amendment to this Agreement.

“System” shall mean the comprehensive energy management system, including all energy efficiency and renewable energy generation components of the ECMs, to be installed by Contractor in order to provide a fully integrated and operational Project, at each Site as applicable, in accordance with the Contract Documents and as more specifically described in the Scope of Work.

“Work” shall mean (a) complete engineering and design of the System including as-built drawings (b) the procurement, installation, construction and erection, commissioning, start-up and testing, and all other services, including all labor, materials’ storage, services, demolition, Site preparation, equipping, verification, training, manuals and other things and actions in connection therewith, as necessary for the Contractor to fulfill all of its obligations pursuant to this Agreement, the Contract Documents, any Change Orders; and the requirements of the Utility and the Interconnection Agreement, the Governmental

Approvals, and any other Legal Requirement, (c) the provision of Equipment (d) transportation and storage of the Equipment; and (e) all of the foregoing that Contractor performs through any Subcontractor or consultant.

1. **Project Phases and Notice to Proceed** The date of commencement of the Work is the date established in the Notice to Proceed to Phase 1 delivered by the Owner. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible. The Work on the Project shall be performed in accordance with the following phases as more fully set forth in the Scope of Work, Attachments A and E:

Phase 1 - Project Development Phase - Upon Owner's issuance of a written Notice to Proceed to Phase 1, Contractor shall commence the work necessary to develop and issue a CEA Report and recommended energy plan to implement certain ECMs under Phase 2 of the Project. The CEA Report will identify potential renewable energy generation and operational savings opportunities at the Project Sites and estimated program costs to implement the recommended ECMs and present an overall potential energy cost and consumption savings of implementing the ECMs under Phase 2 of the Project. In the event Contractor fails to provide a CEA Report demonstrating that the anticipated cost to the Owner of the Project under the Agreement will be less than the anticipated marginal cost to the Owner of thermal, electrical, or other energy that would have been consumed by the Owner in the absence of the Project in accordance with Government Code section 4217.10 et seq., the Owner may terminate this Agreement without further obligation and shall not be liable for any of Contractor's costs including the Project Development Fee. No work shall be performed until Owner's issuance of the Notice to Proceed to Phase 1.

Phase 2 - Design and Implementation Phase - Upon Owner's issuance of a written Notice to Proceed to Phase 2, Contractor, if needed, shall prepare 60% Engineering Documents, and any inspections required by the date specified for each Site in the Project Schedule. Contractor shall deliver required 60% Engineering Documents to Owner for review and approval, which approval shall not be unreasonably withheld. Owner shall diligently review and respond to each submission by Contractor by the date specified in the Project Schedule. Contractor shall incorporate Owner's comments and requested changes unless Contractor can demonstrate that such requested changes would materially impact the Contract Price, the Project Schedule, or any other material requirement of the Contract Documents in which case Contractor shall submit a Change Order in accordance with Section 6 of the General Conditions. Upon resolution of the provision hereinabove set forth, Contractor shall complete and submit any required 90% Engineering Documents by the date specified in the Project Schedule. The Engineering Documents, upon written approval of the 90% Engineering Documents by Owner and any other approval required by any governmental authority, shall constitute 100% Engineering Documents and serve as the basis for construction. For those ECM's selected in Phase 1 that do not require design or drawings, the Contractor may proceed with implementation immediately after receipt of the Notice to Proceed to Phase 2. No work on Phase 2 shall be performed until Owner's issuance of the Notice to Proceed to Phase 2.

2. **SCOPE OF WORK.**

The Contractor agrees to furnish all project development, engineering, system designs, supervision, labor, equipment and materials, tools, utilities, communications, implements, appliances and transportation, to procure all governmental approvals (unknown and reasonably unforeseeable conditions requiring Contractor to obtain special approvals or permits may be subject to change order) , to facilitate completion and execution of any Incentive related documents, the Interconnection Agreement and all related applications, to coordinate with Utility for any and all requirements to allow the Project to be placed in operation, to erect, install, start-up, test and commission the Project, to perform all obligations set forth in the Contract Documents, to perform related activities for the successful completion of the Work and the delivery of the Project in compliance with the Contract Documents and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, Subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project as defined by the Contract Documents, all in strict compliance with the objectives, descriptions and specifications of Owner, the Contract Documents, Industry Standards, Legal Requirements and quality control and inspections relating thereto and so that the Project (i) meets or exceeds all requirements of Legal Requirements and the Project is installed in accordance with manufacturer's specifications or by methods otherwise approved by the manufacturer; (ii) complies with all requirements of the Utility and the Interconnection Agreement; (iii) meets or exceeds the warranties and guarantees set forth in the Contract Documents; (iv) is safe and adequate for the purpose and conditions specified in the Scope Of Work; (v) its free from defects in materials and workmanship; (vi) is

comprised of equipment which is new (unless otherwise mutually agreed) and of the agreed quality when installed, designed and manufactured and of a grade in accordance with generally accepted national standards for the design, manufacture and quality of such equipment; and (viii) meets or exceeds all requirements for any applicable federal, state or other rebates and Incentives. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters.

Contractor is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, existing deficient conditions, etc. not specifically included in the Scope of Work in the Contract Documents. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing Owner activities. Contractor requires all existing underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible. The Owner is responsible for Ethernet drops at each location for energy management system communication.

The Scope of Work is more fully and specifically defined in Attachment A thru Attachment E hereto. The Phase 1 portion of the Scope of Work shall be fully set forth in Attachment A. The Phase 2 portion of the Scope of Work shall not be determined until satisfactory completion of Phase 1 of the Project and shall thereafter be added to Attachment A thru Attachment E by written amendment to this Agreement. Once this Contract is executed by the Owner and Climatec LLC, neither party may revise the Contract in any way except by mutual agreement in accordance the Contract Documents. This Agreement is based upon the use of straight time labor only unless stated otherwise in this Agreement. Owner agrees to provide Climatec LLC with required field utilities (electricity, toilets, drinking water, etc.), if available, without charge. Climatec LLC agrees to keep the jobsite clean of debris arising out of its own operations including its Subcontractors. Unless specifically noted in the Scope of Work or services undertaken by Climatec LLC under this Agreement, Climatec LLC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the abatement, clean up, control, removal or disposal of environment Hazardous Material discovered in or on the Project Site. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Owner to change, modify or alter the Scope of Work or services to be performed by Climatec LLC shall not operate to compel Climatec LLC to perform any work relating to Hazardous Material without Climatec LLC's express written consent.

3. **CONSTRUCTION AGREEMENT** It is understood and agreed by Owner and Contractor that the terms of this Agreement, including all Attachments, may be subject to amendment, replacement or deletion in their entirety based upon the Phase 2 portion of the Scope of Work approved by Owner. Owner and Contractor agree to negotiate and amend this Agreement in good faith to amend, replace or delete the terms herein as necessary to accommodate the Phase 2 portion of the Scope of Work approved by Owner. Owner and Contractor agree that the terms of this Agreement exclusively applicable to Phase 2 shall not be operative until Owner and Contractor execute a written amendment to this Agreement following satisfactory completion of Phase 1 of the Project, as determined by the Owner in good faith. It is further understood and agreed by Owner and Contractor that this Agreement may be amended to incorporate and comply with any applicable funding requirements that may become known to the Parties following completion of Phase 1 of the Project. Nothing herein shall be interpreted to create any obligation for Owner to proceed with Phase 2 of the Project.
4. **SOLAR INSTALLATION.** The scope excludes correction of any existing or previous violations of laws, codes or utility requirements and errors and omissions of the Owner or other contractors not communicated to Climatec LLC. Owner will issue, at Contractor's expense, all discretionary permits (permits requiring the discretion of the Owner) required in time to execute the work within the agreed upon schedule. Climatec LLC will provide all non-discretionary, ministerial (permits not requiring thought and discretion of the issuer) permits required for the provision of the solar installation. Customer agrees to promptly execute and return provided Preliminary Interconnection Documentation (initial or preliminary paperwork or documentation required by the utility for interconnection of the System to be executed by the System Owner), Preliminary Rebate Documentation (documentation comprising the initial or preliminary paperwork required by the administrator of the rebate or the rebate to be reserved) (if applicable), and Site Owner Consent Documentation (agreement from the site owner to install system on the real property identified in the proposal) (if applicable). Scope by Contractor will include commercially reasonable efforts to promptly obtain the PTO (Permission to Operate) from Owner's utility. The monitoring equipment provider (to be identified by Contractor in Phase 1 of the Project) will provide monitoring hosting services for the first five (5) years of operation. Owner warrants that they hold title to the Project Sites and

agree to the solar installation on that Site.

Terms applicable to the solar scope are as follows:

- a. **Interconnection Agreement** – means an agreement between the Owner and a particular utility involved for interconnection of the solar output to the electrical grid.
- b. **Interconnection Equipment** – all equipment (including wiring and conduit and metering for net metering) on the Owner side of the main service meter to enable proper interconnection of the solar system to the grid.

(4.1) Design – Climatec LLC shall prepare the Engineering Documents (prepared by properly licensed and qualified individuals). The Engineering Documents shall be submitted to Owner for approval. Owner shall provide approvals within five (5) business days from receipt.

(4.2) Unforeseen Site Conditions – Within 10 days of discovery, Climatec LLC will notify Owner in writing of (a) subsurface or latent physical conditions at the site differing materially from those described in the Contract Documents.

5. **PRICING; INVOICING & PAYMENTS.**

Phase 1 Payments.

Project Development Fee A fee of \$0.00 (the “Project Development Fee”) will be invoiced upon Contractor’s completion of all work required in the Phase 1 should the Owner fail to proceed to Phase 2 when the CEA Report demonstrates a viable project, as described in Section 1 of this Agreement. In the event Contractor successfully completes all work required in Phase 1 and Owner elects to proceed with Phase 2 of the Project, the Project Development Fee shall be waived. In the event Contractor fails to complete all work required in Phase 1, the Project Development Fee shall be waived.

Phase 2 Payments. Notwithstanding anything to the contrary, Owner shall not be obligated to pay any amounts hereunder for Phase 2 of the Project until Owner, in its sole and absolute discretion, agrees to implement certain ECMs identified under Phase 1 of the Project and makes all required findings under Government Code section 4217.10 *et seq.*

Contract Price. If the CEA Report demonstrates a viable project, as described in Section 1 of this Agreement, the Contractor will provide a price proposal for the Phase 2 portion of the Scope of Work approved by Owner, including a schedule of values with a complete breakdown of costs. Owner and Contractor agree to negotiate in good faith to achieve a mutually acceptable price to proceed with the Phase 2 portion of the Scope of Work approved by Owner. Contractor agrees that the Phase 2 price will be project cost plus five (5) percent profit. Owner and Contractor agree that these terms are exclusively applicable to Phase 2 shall not be operative until Owner and Contractor execute a written amendment to this Agreement following satisfactory completion of Phase 1 of the Project, as determined by the Owner in good faith. If Owner elects to proceed to Phase 2 and is satisfied with Contractor’s price proposal, then Owner shall issue a formal contract amendment establishing the Scope of Work for Phase 2 and the contract price (“Contract Price” or “Contract Sum”) Except as otherwise provided in this Agreement, the Contractor shall assume the risk of all costs in excess of the Contract Price in the performance of the Work and to provide a fully completed and successfully operational Project and System, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request such compensation pursuant to the General Conditions. Nothing herein shall be interpreted to create any obligation for Owner to proceed with Phase 2 of the Project.

Payment shall be made in accordance with the General Conditions.

The Owner shall either retain an amount equal to 5% of each Progress Payment, or, in lieu of said retention, offer to enter into an Escrow Agreement for Security Deposits in Lieu of Retention (“Escrow Agreement”) with Climatec

LLC, as set forth in California Public Contract Code section 22300.

6. **INDEPENDENT CONTRACT.** It is agreed between Owner and Climatec LLC that Climatec LLC shall perform the Work as an independent contractor. Climatec LLC may use Subcontractors to perform work hereunder, provided Climatec LLC shall fully pay said Subcontractors and in all instances remain fully responsible for (a) the proper completion of the Project and (b) supervising such Subcontractor's work and for the quality of the work they produce.
7. **MATERIALS.** All materials shall be new, in compliance with all Applicable Laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. Unavailable materials will be addressed as a force majeure event as described in the General Conditions.
8. **COMPLETION.** The work specified in Phase 1 and Phase 2 shall be considered completed upon approval by the Owner in accordance with the Contract Documents, provided that the Owner's approval shall not be unreasonably withheld.

Time is of the essence in this Agreement, and, subject to the terms of the Contract Documents, assuming a notice to proceed no later than January 4, 2021, the date for final completion of Phase 1 shall be Sixty Three (63) working days from receipt of Notice to Proceed. Phase 1 shall not be subject to liquidated damages.

The date for completion of the Project ("Completion Date") and dates for the completion of each Site shall be as set forth in the Final Project Schedule which will be determined during the initial project meeting after contract execution and determination of the final Phase 2 scope of work. Failure to reach completion of the Work by the completion date for a Site (each a "Site Completion Date") and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages for that Site. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not completed within the Completion Date or Site Completion Date are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project and each individual Site, and the energy savings afforded by the Project and each individual Site, disruption of activities, costs of administration, supervision and the loss suffered by the public. Accordingly, the parties agree that the following dollar figures shall be the amount of damages which the Owner shall directly incur upon failure of Climatec LLC to finally complete the Phase 2 Work within the time specified: _____ dollars (\$ _____), for each calendar day by which the Work, or portion thereof, is delayed beyond the applicable Site Completion Date and/or Completion Date specified (the "LD Rate"). For Work which is substantially complete (completion to the point where Contractor certifies in writing, and Owner agrees that the work for a Site is available to the Owner for beneficial use and functioning as required leaving only minor punch list items to be completed, the LD Rate for each day until final completion shall be: _____ dollars (\$ _____). For the avoidance of doubt, if Climatec LLC fails to bring the work to completion at a Site within the applicable Site Completion Date, Owner may assess liquidated damages cumulatively, taking into account all Sites at which Work has not been timely completed. The LD Rates will be determined by Owner, which values will represent a reasonable estimate of the Owner's damages resulting from Contractor's unexcused delay in completing the Project, and inputted into this Agreement following completion of Phase 1 and determination of the final Phase 2 scope of work.

Should circumstances, events, or actions by the Owner or other entity outside of Contractor's control significantly impede the progress of the work, Contractor may request an adjustment to the Completion Date or Site Completion Date (collectively, the "Contract Time") in accordance with the General Conditions.

If Climatec LLC becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due Climatec LLC until the liability of Climatec LLC under this Section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Climatec LLC incurred under this Section, Climatec LLC and its sureties shall continue to remain liable to Climatec LLC for such liabilities until all such liabilities are satisfied in full. If Owner accepts any Work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provisions of the Contract Documents regarding time of completion and liquidated damages.

The nature of the work is that it consists of multiple Sites, as noted in Attachment A (Scope of Work). Once Work on a Site is deemed by Climatec LLC to be complete (that is available for beneficial use by the Owner with the Scope of Work for that Site complete and functioning as required), Owner will provide a Letter of Acceptance and Completion (as defined in the General Conditions) for that Site to Climatec LLC. Final completion will occur once the entire Scope of Work is complete for all Sites and the Project, and Owner issues a Letter of Acceptance and Completion for the Project ("Final Completion").

Amendments to Schedule Terms It is understood and agreed by Owner and Contractor that the scheduling terms under this Section may be subject to amendment, replacement or deletion in their entirety based upon the Phase 2 portion of the Scope of Work approved by Owner. Owner and Contractor agree to negotiate and amend this Section in good faith to amend, replace or delete the terms herein as necessary to accommodate the Phase 2 portion of the Scope of Work approved by Owner. Owner and Contractor agree that the terms of this Section exclusively applicable to Phase 2 shall not be operative until Owner and Contractor execute a written amendment to this Agreement following satisfactory completion of Phase 1 of the Project, as determined by the Owner in good faith. Nothing herein shall be interpreted to create any obligation for Owner to proceed with Phase 2 of the Project

9. **LIABILITY.** With the exception of third party claims, neither party shall be liable for any special, indirect, or consequential damages arising in any manner from the equipment, material, or systems furnished or the work performed pursuant to this agreement in excess of insurance coverage limits.
10. **CONFLICTS.** To the extent that any conflict exists between this Contract and the General Conditions (Attachment E), the General Conditions shall govern.
11. **REBATES, UTILITY INCENTIVES, AND GRANTS** This Contract has been priced "net" of all anticipated utility rebates and incentives that are earned through the course of this Project. Therefore, 100% of these rebates and incentives will be the property of Climatec LLC or their designee. The paperwork, inspections and verification required to collect these monies are the sole responsibility of Climatec LLC. The Owner agrees to assist Climatec LLC where required by the jurisdiction in the form of data required for the application and authorizing signatures. In the event the Owner incurs expenses related to the processing of the applications, Climatec LLC shall reimburse these direct costs.
12. **TAX CREDITS, TAX DEDUCTIONS AND 179d QUALIFYING CREDITS** Unless otherwise stated in the Contract, any and all eligible tax credits or incentives that can be earned through the course of this Project from State, Local or Federal agencies for energy efficient design are 100% the property of Climatec LLC or their designee. The paperwork, inspections and verification required to collect these credits are the sole responsibility of Climatec LLC. The Owner agrees to assist Climatec LLC where required by the jurisdiction in the form of data required for the application and authorizing signatures and/or transfers. In the event the Owner incurs expenses related to the processing of the applications, Climatec LLC shall reimburse these direct costs.
13. **COMPLIANCE WITH LAWS.** Climatec LLC shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the Work shall be obtained and paid for by Climatec LLC.
14. **CLIMATEC LLC'S LICENSE AND DIR REGISTRATION.** In order to perform the work required by this Agreement, Climatec LLC shall possess a valid, active General Building Contractor License (B) issued by the State of California, which shall remain valid and active throughout the Project. In addition, Climatec LLC must be registered with DIR as a public works contractor, which shall remain valid and active throughout the Project.
15. **WAGE RATES.** Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, Owner has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at Owner's office. In the event that the listed or posted rates are in error, Climatec LLC is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and Owner shall not be responsible for any damages arising from the error.

16. **PAYROLL RECORDS.** It is the responsibility of Climatec LLC to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.
17. **PREVAILING WAGE.** The Project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). Climatec LLC and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Climatec LLC and all subcontractors will be required to furnish electronic certified payroll records to the DIR on a frequency not less than monthly using the DIR's eCPR system at http://www.dir.ca.gov/Public-Works/eCPR_System-iForm.html. Climatec LLC shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Climatec LLC shall permit Owner, the DIR or their designee to interview Climatec LLC's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide Owner, the DIR or their designee with such access to its employees.
18. **APPRENTICES.** If applicable, Climatec LLC shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.
19. **DISPUTES.** Disputes shall be settled pursuant to the claim procedures in the General Conditions.
20. **CHANGE ORDER (Mid-Performance Amendments).** Climatec LLC and the Owner recognize that changes to the Contract will be in accordance with Article 6 Changes in Work in the General Conditions.
21. **INSURANCE.** Climatec LLC will maintain comprehensive liability and other insurance in amounts not less than those set forth in Article 10 Insurance and Bonds in the General Conditions.
22. **INDEMNITY.** To the fullest extent permitted by law, Climatec LLC shall immediately defend (with counsel mutually acceptable to both parties) of the Owner's choosing), indemnify and hold harmless the Owner, its officials, officers, agents, employees, and representatives, and each of them from and against:
 - a. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Owner or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Owner or its officials, officers, employees, or authorized volunteers
 - b. Climatec LLC's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Climatec LLC's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Climatec LLC's construction of the improvements.
 - c. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Climatec LLC.
 - d. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Climatec LLC to faithfully perform the Work and all of Climatec LLC's obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Climatec LLC shall immediately defend, at Climatec LLC's own cost, expense and risk, with counsel mutually acceptable to both parties any and all such aforesaid suits, actions or other legal proceedings of every kind that may

be brought or instituted against the Owner, its officials, officers, agents, employees and representatives. Climatec LLC shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Climatec LLC shall reimburse the Owner, its officials, officers, agents, employees and representatives for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

23. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the Project or Project site.
24. **ENTIRE AGREEMENT.** This Agreement, upon execution, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
25. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon either Party unless accepted by both Parties in writing.
26. **SEVERABILITY.** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
27. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
28. **ASSIGNMENT.** Climatec LLC retains the right to assign its rights and obligations of this Agreement with written consent of Owner.
29. **ACKNOWLEDGMENT.** Both Climatec LLC and the Owner acknowledge having read this Agreement and all contract documents incorporated herein and have executed this Agreement on the date written above.
30. **APPROVAL.** Each party represents that the person that has executed this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the date first above written.

City of Clayton

Signature

Print Name

Title

Date

Climatec LLC

Signature

Steve Siverson
Print Name

President – Climatec Energy Services
Title

Date

Attachment “A”

Phase 1 Work

Phase 1 Work is defined on page 6 of this Agreement -

Item 1, Phase 1 *Project Development Phase*

Phase 2 Work

Project Wide Note: All work in the scope of this project will be performed in compliance with California's Title 24 Building and Energy Codes.

Attachment “B”

Lighting Summary

To be added by written amendment to this Agreement.

Attachment “C”

Mechanical Replacement Inventory

To be added by written amendment to this Agreement.

Attachment “D”

Technical Appendix – Phase 2

To be added by written amendment to this Agreement.

Attachment E General Conditions

GENERAL CONDITIONS

ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.2 The Project Manual. The Project Manual is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Agreement, and Specifications.

1.1.3 Punch Lists. Punch List means a list of minor items on the Project that remains for Contractor to complete or correct.

1.2 EXECUTION, CORRELATION, AND INTENT. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. Each and every provision of law required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Agreement shall be amended in writing to make such insertion or correction.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS. The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Contractor and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

1.4 ORDER OF PRECEDENCE. This Agreement and the contract documents referenced and incorporated herein are intended to be complementary, fully cooperative and to agree. However, to the extent that the terms and conditions of any of the Project contract documents conflict, the Contractor shall notify the Owner in writing and the following shall be the order of precedence as between the documents, with the first document taking the highest priority, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

- i) Amendments to this Agreement
- ii) This Agreement, including all Attachments
- iii) Amendments/Written Changes signed by both parties to Criteria/Scope of Work
- iv) Criteria/Scope of Work
- v) Request for Proposals and all RFP Addenda issued prior to proposal and award dated TBD.
- vi) Contractor's Proposal dated N/A.

1.4.1 General Order of Precedence

i) Special Conditions shall take precedence over General Conditions. In the event of conflict between Technical Specifications and the General Conditions, the General Conditions shall take precedence. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher price, and the most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.

ii) Work not particularly shown or specified shall be the same as similar parts that are shown or specified.

iii) Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications and within limits specified.

iv) With regard to drawings: a) Figures govern over scaled dimensions; b) Larger details govern over general drawings; c) Addenda/change order drawings govern over contract drawings; d) Contract drawings govern over standard drawings

ARTICLE 2

OWNER

2.1 **DEFINITION.** The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 **EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE.** Notwithstanding Government Code section 4215, and to the fullest extent allowed by law, Contractor shall be responsible to remove, relocate, and protect utilities located on each Project Site at the time of commencement of construction under the Agreement with respect to any such utility facilities that Owner has not identified, whether or not set forth in the Drawings and Specifications. Contractor may be assessed liquidated damages in accordance the Contract Documents for delay in completion of the Project caused by Contractor's failure to timely remove or relocate such utility facilities. This Subsection shall not be construed to preclude assessment against Contractor for any other delays in completion of the work on the Project. Contractor shall be solely responsible to timely notify all public and private utilities serving the affected Project Site before commencing work on the Project Site. Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to Owner or its designated representative.

When required by the scope of the Project, the Contractor shall furnish, at its expense, a legal description or a land survey of any or all Project Sites, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Additionally, all surveys to determine locations of construction, grading, and site work shall be provided by the Contractor. Contractor shall provide copies of any and all legal descriptions and surveys conducted on the Project Sites to Owner.

When required by the scope of the Project, Contractor will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or State codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

Any test borings and soils reports for the Project that have previously been made have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

Unless specifically stated in writing by Owners, the Contractor may not rely upon the accuracy of any utility services or site survey information that the Owner may provide.

2.3 OWNER'S RIGHT TO STOP THE WORK. If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by Section 11.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a seven-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, and may withhold for the cost of such correction.

ARTICLE 3

THE CONTRACTOR

3.1 DEFINITION. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable

to the Contractor. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Final Project Schedule (Attachment "G").

3.2 **SUPERVISION AND CONSTRUCTION PROCEDURES.**

3.2.1 **Contractor.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 **Contractor Responsibility.** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 **Obligations not Changed.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Inspector of Record, or by tests, inspections, or approvals (with the exception of Interconnection Permits) required or performed by persons other than the Contractor.

3.2.4 **Contractor Responsibility for Readiness for Work.** The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 **SUPERINTENDENT.** The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English, and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 **LABOR AND MATERIALS.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.5 **WARRANTY.** The Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract

Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 11.2.

3.6 **TAXES.** Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 **PERMITS, FEES AND NOTICES.** The Contractor shall secure and pay for all ministerial permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project.

3.8 **ALLOWANCES.** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 **CONTRACTOR'S PROJECT SCHEDULES.** Contractor shall provide the Preliminary Project Schedule and the Final Project Schedule, and updates and revisions thereto in electronic format as well as hard copy. The schedules provided by Contractor shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required in the Specifications. Failure of the Contractor to provide proper schedules as required by this Section may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Agreement between Owner and Contractor.

3.9.1 **Preliminary Project Schedule.** Unless specifically stated otherwise in other Contract Documents, a preliminary Project schedule shall be prepared by Contractor in accordance with and attached hereto as additional pages to Attachment "F". Owner shall not be bound by the Preliminary Project Schedule and shall not be responsible for any defects or mistakes in the Preliminary Project Schedule. Contractor is solely responsible for the accuracy, utility and reasonableness of the Preliminary Project Schedule and all subsequent updates or modifications thereto.

3.9.2 **Final Project Schedule.** Unless specifically stated otherwise in other Contract Documents, Contractor shall prepare and submit a final Project schedule, in accordance with and attached hereto as additional pages to Attachment "F" ("Final Project Schedule"), to Owner within 30 days of the Phase 2 Notice to Proceed. The term Final Project Schedule, as used in this Agreement and other Contract Documents, shall include any revisions thereto that the Parties agree upon in writing, which agreed-upon revisions shall be set forth in a revised Final Project Schedule. Any Final Project Schedule shall replace the Preliminary Project Schedule and all prior Final Project Schedules.

3.9.3 **Compliance with Project Timeline.** No schedule shall exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents and any scheduling requirements provided by Owner to Contractor at the beginning of the Project. The schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression

techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned according to the benefit of the Project.

3.9.4 Updated Project Schedules. Contractor shall submit an updated schedule on a monthly basis that includes an accurate as-built schedule and the current as-planned schedule in conformance with the above standards. Contractor shall submit its daily logs for the month with the updated schedule. Float is not for the exclusive use or benefit of either Party but it is a jointly owned expiring Project resource available to both Parties as needed to meet schedule milestones. If any change in Contractor's method of operations will change the Final Project Schedule, Contractor shall submit to Owner a revised Final Project Schedule within seven days of the change.

3.9.5 Recovery Plan. If Contractor's actual progress falls behind the scheduled progress, within seven days of a request by Owner, Contractor shall prepare and submit a recovery plan. The recovery plan must include a revised schedule that would recover the lost time and still complete the work on the Project by the Final Project Completion Date. The recovery plan shall also list any additional compensation that Contractor believes it should receive if Owner chooses to order Contractor to implement the recovery plan. If Owner directs Contractor to implement the recovery plan, then Contractor shall do so.

3.9.6 Failure to Meet Final Project Schedule. In addition to any remedies that Owner may have, Contractor's failure to provide proper project schedules (with the exception of Interconnection Permits as noted in the contract documents) as required by this Section may, at Owner's sole discretion: (a) constitute grounds to withhold, in whole or in part, progress payments to Contractor, or (b) constitute a breach of the Agreement entitling Owner to actual damages, in addition to any other remedies provided under the Agreement, including, in Owner's discretion, termination of the Agreement pursuant to the terms hereof.

3.10 DOCUMENTS AND SAMPLES AT THE SITE. The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

3.11.1 Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. Drawings will be provided where required to assure proper fit and assembly. The majority of the work, except for Solar PV, will be replacement of existing equipment only.

3.11.2 Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

3.11.3 Contractor's Responsibility. Contractor shall obtain and shall submit to Owner all required shop drawings and samples in accordance with the Final Project Schedule as required in the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor. Review by Owner shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting

proper shop drawings, product data, and samples in accordance with the Contract Documents. Any submission, which in Owner's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned un-reviewed by the Owner for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Owner has approved the submission.

3.11.4 Extent of Review. In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Owner will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Owner's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Owner has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.5 Substitution. Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 CLEANING UP. The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Agreement. The Site shall be maintained in a safe, neat, and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Upon completion of the Project, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 ACCESS TO WORK. The Contractor shall provide the Owner, the Owner's designees, and the Inspector, access to the Work in preparation and progress wherever located.

3.14 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees incurred by Contractor in performing the Work of this Agreement. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner harmless and indemnify them from loss on account thereof.

3.15 INDEMNIFICATION. The Contractor's obligations to indemnify the Owner are set forth in the Agreement.

3.16 RESERVED.

3.17 LABOR REQUIREMENTS

3.17.1 Prevailing Wages. Pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Agreement. Per Diem wages shall be deemed

to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. The Contractor shall keep records of such registration by subcontractors of all tiers and shall provide such documentation to Owner upon request. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations. Contractor shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. Owner may withhold \$100 for each calendar day after ten days from Contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Contractor fails to produce such records.

3.17.2 Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in

the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

3.17.3 Apprentices. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE 4

ADMINISTRATION OF THE AGREEMENT

4.1 Reserved.

4.2 ADMINISTRATION OF THE AGREEMENT.

4.2.1 **Owner and Representatives.** The Owner may provide administration of the Agreement as described in the Contract Documents and may designate one or several agents, representatives, or consultants to provide administration.

4.2.2 **Limitations of Construction Responsibility.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Owner's agents (as long as those activities or duties have been discussed and factored into the final schedule), representatives and consultants, or by tests, inspections, or approvals (except for Interconnection Permits provided by the electric utility) required or performed by persons other than the Contractor.

4.2.3 **Communications Facilitating Agreement Administration.** Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Owner's selected representative.

4.2.4 **Rejection of Work.** In addition to the rights, duties, and obligations of the Inspector under this Article, the Owner's selected representative may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 **INSPECTOR OF RECORD and OWNER'S PROJECT ENGINEER.** One or more project inspectors employed by the Owner will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. In addition, the Owner may hire the services of an Owner's Project Engineer. These two (2) parties shall work to assist the Owner with quality control and shall both be provided the access and consideration described herein. Both of these entities shall be allowed to inspect and report as described herein. Except for rights dictated by Title 24 as solely residing with the Inspector of Record, all places where "Inspector" is mentioned shall also consider the Owner's Project Engineer.

The Inspector(s) duties will, at minimum, be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications. The Inspector shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property. Any costs or expenses of inspection or testing incurred not located in a contiguous county to the Project Site on which the inspection or testing is required shall be paid for by Owner, and Owner shall then invoice to Contractor

and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, Owner shall have the right to withhold the amount from any payment due or to be due to Contractor under the Agreement. No work shall be performed by the Contractor solely upon the instructions or comments by the Inspector of Record. The Inspector of Record has no authority to interpret the Contract Documents or order extra work and any extra work performed without the written instruction of the Owner shall be at Contractor's sole cost and expense and there will be no delay damages incurred by Owner for such work.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES. If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention.

4.5 CLAIMS.

4.5.1 General. A Claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment, or interpretation of Agreement terms, payment of money, extension of time, or other relief with respect to the terms of the Agreement. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Contractor. Contractor may only submit a Claim after having complied with the requirements in Article 6, as applicable, for the same matters. All public works claims between the Contractor and the Owner shall be resolved pursuant to the procedures set forth in Public Contract Code section 9204 consistent with the specific provisions set forth below.

Claims shall be submitted to the Owner and the Owner's designated representative. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final progress payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Agreement, and the Owner shall continue to make any undisputed payments in accordance with the Agreement. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall make a certification at the time of submission of a Claim. Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 Claims for Concealed or Unknown Conditions

4.5.2.1 Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent

in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Owner will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Owner determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Agreement is justified, the Owner shall so notify the Contractor in writing, stating the reasons. In the event a dispute arises between the Owner and the Contractor regarding whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.2.2 Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

4.5.2.2.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

4.5.2.2.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

4.5.2.2.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.3 Statutory Claim Procedures In addition to any other requirements set forth in the Agreement, all Claims shall be filed in accordance with the statutory claim resolution procedures set forth in Public Contract Code sections 9204 and 20104 *et seq.*, the implementation of which is set forth in this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change in price or

time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Agreement or at law.

4.5.3.1 Intent Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

4.5.3.2 Supporting Documentation The Contractor shall submit all claims in the following format:

4.5.3.2.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

4.5.3.2.2 List of documents relating to claim:

- (1) Specifications
- (2) Drawings
- (3) Clarifications (Requests for Information)
- (4) Schedules
- (5) Other

4.5.3.2.3 Chronology of events and correspondence

4.5.3.2.4 Analysis of claim merit

4.5.3.2.5 Analysis of claim cost

4.5.3.2.6 Time impact analysis in CPM format

4.5.3.3 Owner's Response Upon receipt of a claim pursuant to this Section, Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the Owner issues its written statement.

4.5.3.3.1 If the Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Owner's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three Days following the next duly publicly noticed meeting of the Owner's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

4.5.3.3.2 Within 30 Days of receipt of a claim, the Owner may request in writing additional documentation supporting the claim or relating to defenses or claims the Owner may have against the

Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Owner and the Contractor. The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

4.5.3.4 Meet and Confer If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 Days of receipt of the Owner's response or within 15 Days of the Owner's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Owner shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

4.5.3.5 Mediation Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

4.5.3.5.1 If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

4.5.3.5.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

4.5.3.5.3 Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4.5.3.5.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

4.5.3.6 Procedures After Mediation If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant

to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

4.5.3.7 Civil Actions The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

4.5.3.7.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

4.5.3.7.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.5.3.8 Government Code Claims In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Owner. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Owner may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

4.5.3.9 Non-Waiver The Owner's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS.

5.1.1 **Subcontractor.** A Subcontractor is a person or entity that has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 **Sub-Subcontractor.** A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.** Subcontractors shall be selected by Contractor pursuant to the Agreement. Subcontractor substitution shall be handled in accordance with the Agreement. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the completion of the Project.

5.3 **SUBCONTRACTUAL RELATIONS.** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner with the exception of insurance coverage values.

5.4 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS.** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1 Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

5.4.2 Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6

CHANGES IN THE WORK

6.1 CHANGES.

6.1.1 No Changes Without Authorization. The Owner reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and the right to require Contractor to perform such work. Such changes must be also approved by the Contractor after evaluation of the change against projected energy savings. Changes may require adjustment of the energy savings guarantee. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Owner for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

6.1.2 Owner's Authority. The Owner will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Minor changes will require evaluation of the effects, if any, on projected energy savings by the Contractor and potential modification to the associated savings guarantee. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

6.2 CHANGE ORDERS ("CO"). A CO is a written instrument prepared by the Owner and the Contractor stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

6.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD"). A CCD is a written order prepared by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. A CCD must be evaluated by the Contractor for any impact on energy savings and subsequent modification of the associated savings guarantee.

6.4 SUPPLEMENTAL INSTRUCTION ("SI"). A SI is a written instrument prepared by the Owner and submitted to the Contractor. The SI can order changes in the work that does not affect the Contract Sum and/or Time. A SI can be made in an RFI response by issuing a formal SI document or by written letter from the Owner. An SI must be evaluated by the Contractor for any impact on energy savings and subsequent modification of the associated savings guarantee.

6.5 REQUEST FOR INFORMATION ("RFI"). An RFI is a written request prepared by the Contractor asking the Owner to provide additional information above and beyond that which is available in the

Contract Documents and all reference standards, regarding the Contractor and fulfilling the Contract coordination requirements for which Contractor is obligated to perform. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents. Prior to issuing an RFI the Contractor, Subcontractor, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought. The Owner and Contractor agree that an adequate time period for the Owner to respond to an RFI is generally fourteen (14) calendar days after the Owner's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Owner shall take such time, whether more or less than 14 days, as is necessary in the Owner and the Owner's representative's professional judgment to permit adequate review and evaluation of the RFI. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments and/or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. The Contractor shall make efforts to coordinate the work in a timely fashion, so as to alleviate priority RFI's. If the RFI is considered a priority, the Contractor shall state the word "Priority" on the document, and the Contractor shall provide weekly RFI Priority Schedules. The Contractor shall issue and maintain weekly RFI Priority Schedules.

The RFI Priority Schedule shall include a listing of pending requests, including the most current request, and rank the RFI's in order of priority. The Owner shall endeavor to respect the Contractor's requested order of priorities and requested response dates. The Owner's response to the RFI shall be considered a Supplemental Instruction ("SI") in which the Contract Sum and/or Time is not altered. If the RFI response alters the Contract Sum and/or Time, a Construction Change Directive (CCD) may be issued for the changed condition(s). Should the Contractor determine the response to the RFI creates changes in the Contract Sum and/or Time, the Contractor shall submit a change order request (COR) to the Owner for review, along with a Time Extension Request (if required).

6.6 REQUEST FOR PROPOSAL REGARDING CHANGE ("RFP - Change"). An RFP - Change is a written request prepared by the Owner asking the Contractor to submit to the Owner an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP - Change shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Section 6.8. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP - Change, whether ultimately accepted or not.

6.7 CHANGE ORDER REQUEST ("COR"). A COR is a written request prepared by the Contractor asking the Owner to incorporate a proposed change called for in an RFP - Change or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Final Project Schedule as defined in Section 3.9 and the Specifications.

6.8 COST OF CHANGE ORDERS.

6.8.1 Scope. Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner in writing an estimate of the effect of the proposed CO upon the Contract Sum and

the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

6.8.2 Determination of Cost. The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may increase their own work cost to allow 5% profit. Contractor may increase a Subcontractor's total costs to allow 5% profit. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any change, addition, or omission to the Project, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Project as provided herein.

6.8.3 Accounting Records. With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

6.8.4 Notice Required. If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Section 9.4 hereof. No notice shall be considered unless made in accordance with this Subsection; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

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6.8.5 Format for Proposed Change Order. The Parties shall use the following format, as applicable, to communicate proposed additions and deductions to the Contract.

SUBCONTRACTOR WORK (list each if more than one)		ADDITIVE	DEDUCTIVE
1	SUBCONTRACTOR LABOR TOTAL ¹	\$ _____	\$ _____
2	SUBCONTRACTOR MATERIAL TOTAL ¹ ,	\$ _____	\$ _____
3	SUBCONTRACTOR EQUIPMENT TOTAL ¹ ,	\$ _____	\$ _____
4	SUBTOTAL #1 (LINES 1, 2 & 3)	\$ _____	\$ _____
5	SUBCONTRACTOR'S PROFIT FOR SUBTOTAL #1 (LINE 4) ²	\$ _____	\$ _____
6	SUBTOTAL #2 (LINES 4 & 5)	\$ _____	\$ _____

CONTRACTOR'S WORK		ADDITIVE	DEDUCTIVE
7	CONTRACTOR LABOR TOTAL ¹ ,	\$ _____	\$ _____
8	CONTRACTOR MATERIAL TOTAL ¹ ,	\$ _____	\$ _____
9	CONTRACTOR EQUIPMENT TOTAL ¹ ,	\$ _____	\$ _____
10	SUBTOTAL #3 (LINES 7, 8 & 9)	\$ _____	\$ _____
11	CONTRACTOR'S PROFIT FOR SUBTOTAL #3 (LINE 10) ⁵	\$ _____	\$ _____
12	CONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #2 (LINE 6) ⁶	\$ _____	\$ _____
13	SUBTOTAL #4 (LINES 10, 11 & 12)	\$ _____	\$ _____

14	SUM OF SUBTOTALS #2 & #4	\$ _____	\$ _____
15	CONTRACTOR'S BOND ³	\$ _____	\$ _____
16	NET TOTAL FOR C.O.R. ⁴	\$ _____	

- 1: Attach itemized list(s) indicating hours, rates, material quantity, material costs, unit costs, and taxes. Overhead is included.
- 2: This item shall not exceed 10% of line 4 and must be supported by detailed breakdown justification of overhead costs, including insurance and fee associated with the change.
- 3: Contractor's bond costs shall not exceed 1% of the Net Total (line 16).
- 4: Includes all direct and indirect costs, including but not limited to, acceleration, cumulative effect of the change(s), expediting the work, etc.
- 5: This item shall not exceed 10% of line 10 and must be supported by detailed breakdown justification of overhead costs, including insurance and fee associated with the change.
- 6: This item shall not exceed 10% of line 6 and must be supported by detailed breakdown justification of overhead costs, including insurance and fee associated with the change.

ARTICLE 7

TIME

7.1 DEFINITIONS.

7.1.1 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

7.1.2 **Days.** The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

7.2 **NOTICES TO PROCEED.** The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible. The Work on the Project shall be performed in accordance with the following phases:

7.2.2 **Governmental Approval** Contractor shall seek all such approvals of the Design Documents and the Project as may be required by any governmental entity having jurisdiction over the Project. Contractor shall exercise all reasonable diligence to ensure that all necessary permits and approvals are received by the date stated in Attachment G for Permit Approval. Owner shall not unreasonably withhold its consent to any modifications to the Design Documents that may be requested by any governmental or quasi-governmental agency with jurisdiction over the Project or the work on the Project, excepting any changes that materially affect the tilt, azimuth or number of photovoltaic modules, or other aspects of the original design that may affect the Contract Sum or the Estimated Annual Energy Production or Price and Performance Ratios, or that materially affect the siting of the Project and its impact on Owner’s operations. See Subsection 2.1.3 for additional requirements.

7.2.3 **Construction Kickoff Meeting.** At least 15 working days prior to work on site, Contractor shall facilitate, or cooperate with Owner in its efforts to facilitate, a kick-off meeting with Owner and any of its representatives and Contractor, and any other relevant this Agreement) entered into by the parties. After securing all necessary permits, Contractor shall commence the construction of the Project in accordance with the final Design Documents and all other Contract Documents. The Construction Phase requires, in part, the Inspector of Record’s written notice of substantial completion and submission of a written request to schedule the Utility Permission to Operate inspection.

7.2.4 **Commissioning.** During the construction of the work on the Project and before the Final Project Completion Date, Contractor shall conduct all commissioning tests. Contractor shall provide notice to Owner of any scheduled test(s) of installed equipment, and Owner or its designees shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, or manufacturers of the equipment. Contractor shall be responsible for correcting or adjusting all deficiencies in the equipment operations that Contractor provided and installed that may be observed during equipment commissioning procedures.

7.2.5 **Project Completion and Closeout.** Owner shall acknowledge final inspection and completion of the Project by executing a Letter of Acceptance and Completion in accordance with the Contract Documents and applicable laws.

7.3 HOURS OF WORK.

7.3.1 **Sufficient Forces.** Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Final Project Schedule.

7.3.2 **Performance During Working Hours.** Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

7.3.3 **Labor Code Application.** As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

7.4 **PROGRESS AND COMPLETION.** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 10 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

7.5 EXTENSIONS OF TIME - LIQUIDATED DAMAGES.

7.5.1 **Excusable Delay.** The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of the Owner or anyone employed by it, Force Majeure Events, or delays of subcontractors due to such causes (collectively "Excusable Delay"). Contractor has the burden of proving that any delay is excusable. If Owner delays the Project for greater than ninety (90) days, Contractor may seek to recover through the change order process reasonable and documented cost inflation on un-billed materials that are yet to be purchased.

7.5.2 **Notice by Contractor Required.** The Contractor shall within ten (10) calendar days of beginning

of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Subsection 7.5.1 shall be an extension of the Contract Time at no cost to the Owner.

7.5.3 Conditions for Extension of Time. If the Contractor is delayed at any time in progress of the Work on the critical path by an Excusable Delay or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 6.

7.5.4 Early Completion. Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents.

7.5.5 Liquidated Damages. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement.

7.6 GOVERNMENT APPROVALS. Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

7.7 DELAYS DUE TO PROJECT SITE ACTIVITIES. Owner shall not be liable for any damages or compensation to Contractor resulting from, arising out of, or related to any delays caused by scheduled activities at Project Sites. Contractor shall request and Owner shall provide a calendar of scheduled activities. Owner and Contractor shall work collaboratively to facilitate special events. Contractor shall integrate these activities into the critical path of the Project Schedule. Owner shall be reasonable in their requests, and Contractor shall reasonably accommodate.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to Owner in writing any defects in such work that render it unsuitable for such proper execution and results. Contractor will be held liable for damages to Owner for that work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other Contractor's work as fit and proper for reception of its work, except as to defects which may develop in other Contractors' work after execution of Contractor's work.

To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Owner in writing any discrepancy between executed work and Contract Documents.

It is the obligation of Contractor to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Owner in prosecution of the Project to the end that Contractor may perform its Contract in the light of such other contracts, if any.

Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, Owner shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. If Owner directs Contractor to cease Work temporarily due to the work of another contractor, Contractor shall be entitled to a change order upon documentation of actual, reasonable costs, but such costs shall not include overhead, profit or general conditions for the period of time during which Work has ceased.

If the Project is split into phases and/or separate contracts, then Contractor has made allowances for any delays or damages which may arise from coordination with contractors for other phases or contracts. If any delays should arise from a contractor working on a different phase or contract, Contractor's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the Owner. Contractor shall provide access to contractors for other phases or contracts as necessary to prevent delays and damages to contractors working on other phases or contracts.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM. The Contract Sum is stated in the Agreement, or as amended and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

8.2 COST BREAKDOWN. On forms approved by the Owner within ten (10) days of the mailing, emailing or delivery of the Notice to Proceed, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

8.3 APPLICATIONS FOR PAYMENT. Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the Payment Schedule in Subsection 8.6.1. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. Because Contractor must order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from Owner to assure that there will be no delays on the Project, Owner shall pay for stored materials only in unusual circumstances where Owner specifically approves such payment in writing. If payments are to be made for materials and equipment that are not incorporated in the Work on the Project but delivered and suitably stored at a Project Site or at some other location agreed upon in writing by Owner, the payments shall be conditioned upon submission by Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to Owner to establish Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Project Site. All

stored items shall be inventoried, specified by identification numbers (if applicable), released to Owner by the sureties and Subcontractors, and, if stored off the Project Site, stored only in a bonded warehouse.

8.4 REVIEW OF PROGRESS PAYMENT. The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Owner's reasons for withholding approval in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

8.5 DECISIONS TO WITHHOLD PAYMENT. The Owner may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including but not necessarily limited to the following:

8.5.1 Failure to provide requested supporting documents;

8.5.2 Defective work not timely remedied;

8.5.3 Stop Payment Notices. If any Stop Payment Notice or other lien is filed on the Project for labor, materials, supplies, equipment or any other thing of value claimed to have been furnished to or incorporated into the work on the Project, or for other alleged contribution thereto, the Owner shall retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this Section or under other provisions of the Contract, an amount equal to 125 percent (125%) of the amount claimed under such Stop Payment Notice; provided, however, that the Owner may release such funds upon receipt of evidence satisfactory to the Owner to the effect that the Contractor has resolved such claim, by settlement, Stop Payment Notice Release Bond or otherwise. All other provisions of state law with respect to Stop Payment Notices shall also apply;

8.5.4 Liquidated damages assessed against the Contractor and not promptly paid;

8.5.5 Commercially reasonable doubt, after consultation with the Contractor, that the work on the Project can be completed for the unpaid balance of any Price or within the Completion Date;

8.5.6 Damage to the Owner, another contractor, or subcontractor, including any sums expended by or on behalf of the Owner in performing any of the Contractor's obligations under the Contract which the Contractor has failed to perform or has performed inadequately;

8.5.7 Unsatisfactory prosecution of the work by the Contractor;

8.5.8 Failure to store and properly secure materials;

8.5.9 Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

8.5.10 Failure of the Contractor to maintain record drawings;

8.5.11 Erroneous estimates by the Contractor of the value of the work on the Project performed, or other false statements in an Application for Payment;

8.5.12 Unauthorized deviations from the Contract Documents;

8.5.13 Failure of the Contractor to prosecute the work on the Project in a timely manner in compliance with established progress schedules and completion dates; or

8.5.14 Forfeiture of funds pursuant to California Labor Code Section 1727. The Owner shall retain and transfer those funds pursuant to California Labor Code Section 1730.

Subject to the withholding provisions of this Section of the Contract Documents, the Owner will pay the Contractor the amounts set forth below in Section 8.6.

Neither the Owner nor the Owner's Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. No payments or approvals/processing of Applications for Payment made by the Owner will constitute acceptance of Defective Work.

8.6 PROGRESS PAYMENTS.

8.6.1 **Payment Schedule.** Progress payments shall be made in accordance with Public Contract Code section 20104.50. Owner shall pay the Contract Sum to Contractor on a per Project Site basis in accordance with the standard AIA procedures for progress payments.

8.6.2 **Payments and Information to Subcontractors.** No later than 7 days after Contractor receives payment from Owner, pursuant to Business and Professions Code section 7108.5, Contractor shall pay to each Subcontractor, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to Contractor on account of such Subcontractor's portion of the work. Contractor shall, by appropriate subcontract with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Owner has no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law. Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by Contractor, and action taken thereon by Owner, on account of portions of the work done by such Subcontractor.

8.6.3 **Waivers and Releases.** Within 15 days after receipt of each progress payment and the Final Payment, Contractor shall provide (and shall cause its suppliers and Subcontractors, and their subcontractors to provide) to Owner an unconditional lien waiver and release (related to progress payment or Final Payment as applicable) in a form substantially similar to the forms attached hereto as Attachment N.

8.7 **COMPLETION OF THE WORK.** Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Letter of Acceptance and Completion, diligently complete or correct such item. The absence of the Interconnection

Permit issued by the electric utility shall not delay final completion of the remainder of the project.

8.8 PARTIAL OCCUPANCY OR USE. Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

8.9 LETTER OF ACCEPTANCE AND COMPLETION, AND FINAL PAYMENT. If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for progress payment. After the Owner's representatives find the Work fully performed the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 9204 and shall issue a Letter of Acceptance and Completion. Contractor shall, upon receipt of final progress payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final progress payment shall be accompanied by the same details required for regular progress payments. Acceptance of final progress payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

8.10 SUBSTITUTION OF SECURITIES. In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial Owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS. The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

9.2 SAFETY OF PERSONS AND PROPERTY. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

9.3 PROTECTION OF WORK AND PROPERTY. The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

9.4 **EMERGENCIES.** In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

9.5 **HAZARDOUS MATERIALS.** In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing, whether or not such material was generated by the Contractor or the Owner.

ARTICLE 10

INSURANCE AND BONDS

10.1. CONTRACTOR'S LIABILITY INSURANCE

10.1.1 Required Coverage At all times commencing no later than commencement of the Work and to remain in effect for the entire term of this Agreement including any extensions of time, Contractor shall, at its expense, obtain and maintain, and shall cause its Subcontractors to obtain and maintain, with insurers of recognized responsibility authorized to do business in the California as admitted carriers having a rating not lower than "A" as rated by A.M. Best Company, Inc. or other independent rating companies, the following insurance which shall include the minimum coverages and limits set forth below:

10.1.1.1 *Commercial General Liability Insurance* Commercial general liability insurance on an "occurrence" basis arising out of claims for bodily injury (including death) and property damage, as will protect the Contractor, which may arise out of or result from the Contractor's operations under the Agreement and for which the Contractor legally liable, whether such operations are by the Contractor, by a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall protect the Contractor and Owner against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other Owner facilities or equipment, resulting from acts of commission or omission by the Contractor, or otherwise resulting directly or indirectly from the Contractor's operations in the performance of this Agreement. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld and shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000) (total limits required may be satisfied with an excess or umbrella policy). The comprehensive or commercial general liability policy shall also include a severability of interest clause and cross liability if the policy has multiple insureds. The aggregate limit shall apply on a "per project" basis.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by Owner or other Persons identified in this Agreement will be excess only and will not contribute with this insurance;

10.1.1.2 *Automobile Liability.* Automobile liability insurance, for Contractor's liability arising out of claims for bodily injury and property damage covering all owned (if any), non-owned, leased, hired or borrowed automobiles of Contractor, including loading and unloading, with a minimum limit of not less than One Million Dollars (\$1,000,000) per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions or other endorsements in accordance with Applicable Law;

10.1.1.3 *Worker's Compensation Insurance* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out workers' compensation insurance with an insurance carrier satisfactory to the Owner for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Contractor employs any engineer, expert, Consultant or Subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the Owner immediately upon employment. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the Owner.

10.1.1.4 *Employer's Liability Insurance* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out employer's liability insurance with an insurance carrier reasonably satisfactory to the Owner. During the course of Contractor's services, if Contractor ever intends to employ additional or different Engineers, experts, Consultants or Subcontractors, before so employing them Contractor shall furnish such reasonably satisfactory proof of insurance to the Owner. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance reasonably satisfactory to the Owner.

10.1.1.5 *Errors and Omissions Insurance* Errors and omissions insurance on a claims made basis with limits of at least One Million Dollars (\$1,000,000) with a deductible or self-insured retention in an amount not to exceed the sum of One Hundred Thousand Dollars (\$100,000), and Contractor will maintain such coverage for a period of five (5) years following the Final Completion Date.

10.1.1.6 *Other Insurance* Contractor shall provide all other insurance required to be maintained under Applicable Laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

10.1.2 Consultants If not covered by Contractor's coverage, each of Contractor's Consultants shall carry coverage and limits proportionate to each such Consultant's scope of work, and Contractor shall include such provisions in its contracts with them. If any policy carried by any of the Consultants offers 50% or less of the limits required of the Contractor hereunder for an analogous policy, the Contractor shall notify the Owner of the proposed coverage to be carried by such Consultant, and the Owner shall have the right in its reasonable discretion to approve or reject the proposed coverage in each such case.

10.1.3 Occupancy Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of Contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

10.1.4 Additional Insured; Primary and Non-Contributory; Waiver of Subrogation The Contractor shall name the Owner and the Owner's designated representative as additional insureds on Contractor's

commercial general liability (using ISO CG 20 10 and CG 20 37 or exact equivalents), automobile liability, and excess/umbrella policies. The additional insured endorsement(s) included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. The coverage provided the additional insureds on Contractor's commercial general liability, automobile liability, and excess/umbrella policies shall apply on a primary and non-contributory basis. The Contractor's commercial general liability, automobile liability, excess/umbrella, and workers' compensation/employer's liability policies shall be endorsed to include a waiver of subrogation in favor of Owner and the Owner's designated representatives. Any excess/umbrella policies provided by Contractor shall include a follow form endorsement or schedule of underlying coverage showing that such policies sit in excess of and shall follow the form of the underlying policies set forth herein, which Contractor intends the excess/umbrella policy to supplement.

10.1.5 Proof of Carriage of Insurance The Contractor shall not commence Work nor shall it allow any Subcontractor or Consultant to commence Work under this Agreement until all required insurance certificates, additional insured endorsements and declarations pages have been obtained for the period covered by this Agreement and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

10.1.6 Notice of Cancellation or Non-Renewal The Contractor shall provide or shall obligate its insurance carriers or brokers/representatives to provide for thirty (30) Days written notice to the Owner of cancellation.

10.1.7 Project Schedule Changes At the time of making application for any extension of time pursuant to the Contract Documents, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time.

10.1.8 Compliance If the Contractor fails to maintain such insurance or fails to cure any defects in coverage required herein within five (5) Days of receiving written notice of the defect(s), the Owner may, but shall not be required to, take out such insurance to cover any damages accrued for which the Owner might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under this Agreement.

10.1.9 No Limitation of Liability; Subcontractors and Consultant Obligations Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's operations. Each of Contractor's Consultants and Subcontractors shall comply with all insurance obligations under this Section, and Contractor shall include such provisions in its contracts with them

10.2 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified in the Contract Documents, prior to commencing Phase 2, the Contractor shall apply for and furnish Owner separate payment (Attachment E1) and performance (Attachment E2) bonds on the form attached hereto as Attachments F1 and F2 for the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 11

UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK. If a portion of the Work is covered contrary to the Inspector's request, the Owner's request, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Inspector or the Owner, be uncovered for the Inspector's or the Owner's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

11.2 CORRECTION OF WORK; WORKMANSHIP WARRANTY.

11.2.1 Warranty and System Warranty Period. Contractor warrants and guarantees to Owner that, for the duration of the period commencing on the acceptance by the Owner's governing body of the Work (see Section 8.9) or a designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, and continuing thereafter for one (1) year ("System Warranty Period"), all work on the Project will be substantially free from defects in design, workmanship, materials and equipment, and shall be in accordance with the requirements of the Contract Documents. These warranties do not extend to any equipment which has been repaired by others without the approval of Contractor, abused, altered (without the approval of Contractor), or misused by the City or which has not been properly and reasonably maintained by the City. Work on the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by Owner. Owner shall provide written notice of any warranty item to Contractor before expiration of the System Warranty Period, and if written notice is provided within the System Warranty Period, Contractor's obligation to correct the warranty item to conform to the requirements of the Contract Documents will continue until the correction is made and completed. Contractor shall ensure that no act or omission of Contractor limits or voids any existing warranty on existing Owner equipment or system and shall take reasonable steps to ensure any such existing warranties are preserved in full. Manufacturer warranties which may extend beyond the Contractor warranty, will be transferred to the Owner at project completion.

11.2.2 Notice and Corrective Work.

11.2.2.1 During the System Warranty Period, if any of the work on the Project is found to be not in accordance with the Contract Documents or otherwise defective, Owner shall provide Contractor with written notice thereof.

11.2.2.2. With two business days of Contractor's receipt of Owner's notice, Contractor shall provide Owner with a written response, acknowledging receipt of the notice and providing Owner with an action plan to remedy the defect or stating the grounds for denial of the warranty work request. Within two business days of Owner's receipt of Contractor's written response, Owner shall provide Contractor with any objections or responses thereto. If the Parties are unable to agree regarding Owner's warranty work request or a plan of action for the corrective work, the Parties shall proceed in accordance with their dispute resolution options under the Contract Documents and at law. The System Warranty Period shall be extended with respect to Contractor's corrective work performed pursuant to this provision by one year, starting on the date that the corrective work is completed in accordance with the plan of action and approved by Owner.

11.2.2.3 Unless the Parties agree in writing otherwise, Contractor shall perform and complete all corrective work stated in the plan of action no later than 10 days following the date of the plan of action. An expiration of the System Warranty Period during the performance of the correct work shall not release Contractor from its obligation to correct the work so long as Owner provided written notice of the warranty work within the System Warranty Period.

11.2.2.4 These corrective requirements on Contractor shall apply regardless of whether the nonconforming work was observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the costs and expenses for professional services borne by Owner's made necessary thereby.

11.2.2.5 The Contractor shall remove from the Project Sites portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

11.3 **MANUFACTURER WARRANTIES.** Contractor shall, for the protection of Owner, use commercially reasonable efforts to obtain from all vendors and Subcontractors from which Contractor procures machinery, equipment or materials or services, warranties and guarantees with respect to such machinery, equipment, materials or services, which shall be made available to Owner to the full extent of the terms thereof. At all times during performance of work under the Contract Documents Contractor shall perform the work in a manner consistent with all such warranties and shall not perform any actions that may violate or void such warranties. .

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 **GOVERNING LAW.** The Agreement shall be governed by the law of the place where the Project is located. Venue shall be where the Project is located.

12.2 **SUCCESSORS AND ASSIGNS.** The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

12.3 **RIGHTS AND REMEDIES; NO WAIVER.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties,

obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector or the Owner shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12.4 TESTS AND INSPECTIONS. Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

12.4.1 Independent Testing Laboratory. When required by the scope of the Project, Owner will select an independent testing laboratory to conduct all required tests and inspections, and, except as specifically provided otherwise in the Contract Documents, pay for all associated costs. Selection of the materials required to be tested shall be made by the laboratory or Owner and not by Contractor.

12.4.2 Advance Notice to Inspector. Contractor shall notify the Owner and Inspector a sufficient time but no shorter than two (2) working days in advance of its readiness for required observation or inspection so that the Owner and Inspector may arrange for same. Contractor shall notify the Owner and Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must, by terms of the Contract Documents, be tested in order that the Owner and Inspector may arrange for the testing of the material at the source of supply.

12.4.3 Testing Off-Site. Any material shipped by Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from the Inspector that such testing and inspection will not be required, shall not be incorporated in the Project.

12.4.4 Additional Testing or Inspection, and Costs Related Thereto.

12.4.4.1 If the Inspector, Owner, or public authority having jurisdiction over the Project determines that any portion of the work on the Project require additional testing, inspection, or approval, the Inspector will, upon Owner's written authorization, arrange for such additional testing, inspection, or approval. Owner shall bear such costs except in paragraph 12.4.4.2, below.

12.4.4.2 If the testing or inspection of work on the Project reveal that the work does not comply with the Contract Documents, Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, approval, or re-approval, including, but not limited to, compensation for services and expenses of the Inspector, testing laboratory, and any other professionals or entities retained by Owner. Any such costs shall be paid for by Owner, and Owner shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, Owner shall have the right to withhold the amount from any payment due or to be due to Contractor under the Agreement.

12.4.5 Costs for Premature Test. If Contractor requests any test or inspection for any portion of the Project and that portion is not ready for the inspection, Owner shall have the right to invoice Contractor for all costs and expenses relating to the testing or inspection, including, but not limited to, compensation for services and expenses of the Inspector, testing laboratory, and any other professionals or entities retained by Owner. Any such costs shall be paid for by Owner, and Owner shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if

Contractor fails to do so, Owner shall have the right to withhold the amount from any payment due or to be due to Contractor under the Contract.

12.4.6 Tests and Inspections Not to Delay Work. Tests and inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work on the Project.

12.5 TRENCH EXCAVATION. Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

12.6 DEBARMENT. Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

12.7 ASSIGNMENT OF ANTITRUST CLAIMS. Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

12.8 AUDIT. Contractor's Agreement books, records, and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

12.9 STORM WATER DISCHARGE COMPLIANCE. As applicable, the Contractor shall be required to comply with the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System ("NPDES"), General Permit No. CAS000004 as it may be amended. Contractor shall comply with the lawful requirements of the Owner and all applicable municipalities and local agencies regarding trash and discharges to separate storm drain systems or watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall fully familiarize itself with the Permit. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the Owner, its officials, officers, agents, employees and authorized volunteers from and against any and all Notices of Violation ("NOV"), claims, demands, losses or liabilities of any kind or nature which the Owner, its officials, officers, agents, employees and authorized volunteers may sustain or incur for Contractor's noncompliance with the Permit, except for liability resulting from the sole established negligence or willful misconduct of the Owner, its officials, officers, agents, employees or authorized volunteers.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE AGREEMENT

13.1 TERMINATION BY THE OWNER FOR CAUSE. The Owner may terminate the Agreement if the Contractor: (A) refuses or fails to supply enough properly skilled workers or proper materials; (B) fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable; (C) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or (D) otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (A) take possession of the site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor, (B) accept assignment of subcontracts, and (C) complete the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Agreement.

13.2 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent (A) that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (B) that an equitable adjustment is made or denied under another provision of this Agreement. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause upon ten (10) days written notice. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work performed prior to the date of effective date of termination.

13.3 TERMINATION BY CONTRACTOR. Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A)

Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such belief on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of receipt of such notice. If such conference does not lead to resolution and Contractor believes the grounds for termination still exist, Contractor may terminate the contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

13.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 13 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

13.5 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

**ATTACHMENT E1
TO ENERGY SERVICES AGREEMENT**

PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the _____ (hereinafter designated as the "Owner"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Owner in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Owner in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil

Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney
MUST BE ATTACHED

**ATTACHMENT E2
TO ENERGY SERVICES AGREEMENT**

PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "Owner") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Owner in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Owner, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above performance obligation shall hold good for a period of one (1) year after the acceptance of the work by Owner, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains under the Contract or at law. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Owner in enforcing such obligation.

Whenever Contractor shall be, and is declared by the Owner to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Owner's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract

Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Owner, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the Owner to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Owner, when declaring the Contractor in default, notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges,
\$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

**ATTACHMENT E3
TO ENERGY SERVICES AGREEMENT**

SUBCONTRACTOR LISTING FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, the contractor shall set forth below: (a) the name and the location of the place of business, (b) the DIR registration number and (c) the contractor's license class and number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Price. Contractor shall be required to complete and provide this form to the Owner at least 15 working days prior to start of on-site work. Where subcontractors are not yet selected, "TBD" will be denoted under name. Upon selection, the information required will be provided to the Owner.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	License Class and Number	DIR Registration Number
	TO BE COMPLETED PRIOR TO COMMENCEMENT OF WORK AT THE SITES			

Portion of Work	Subcontractor	Location of Business	License Class and Number	DIR Registration Number

Name of Contractor_____

Signature _____

Name and Title _____

Dated _____

ATTACHMENT “F”

Project Schedule

Phase 1:

Sixty three working days from Notice to Proceed. (Assuming NLT 1-4-2021, completion would be end of March 2021.)

Phase 2:

To be added by written amendment to this Agreement executed by Owner and Contractor.

ATTACHMENT "G"

Project Owner Requirements

The Project Owner Requirements identified herein may be altered by Owner from time to time by mutual agreement.

Phase 1:

Heating and Cooling study on all facilities

City Irrigation systems and water conservation measures

All sustainability options for all city facilities

Phase 2:

To be added by written amendment to this Agreement executed by Owner and Contractor.

END



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina Schwartz, City Manager

BY: Matthew Feske, Community Development Director

DATE: December 15, 2020

SUBJECT: Adopt a Resolution authorizing the City Manager to file an application with the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Recreational Infrastructure Revenue Enhancement (RIRE) Program and execute the grant agreement and all other documents necessary to secure the Prop 68 Recreational Infrastructure Revenue Enhancement (RIRE) Program Funds in the amount of \$250,000.

RECOMMENDATION

Approve resolution authorizing the City Manager to file an application with the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL) to receive funding from the Prop 68 Recreational Infrastructure Revenue Enhancement (RIRE) Program and execute the grant agreement and all other documents necessary to secure the Prop 68 Recreational Infrastructure Revenue Enhancement (RIRE) Program Funds in the amount of \$250,000.

BACKGROUND

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(1) 2(a). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000. OGALS retains the right to waive requirements not mandated by statute. Funds are provided by the program as described below:

Recreational Infrastructure Revenue Enhancement Program (RIRE): \$37,000,000 Funds are available for a local agency that has obtained voter approval between November 1, 2012,

through November 30, 2018 for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure to be awarded proportionally based on the population of the voting area. Where the local agency has had qualifying measures approved by more than one voting area, the award will be based on the combined populations of the voting areas that approved qualifying measures. For purposes of determining funds to be awarded, a person can only be counted once, regardless of the number of qualifying measures approved by the local agency.

Public Resources Code §80066. The sum of forty million dollars shall be available to the department, upon appropriation by the Legislature, for grants, awarded proportionally based on populations served, to local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park infrastructure. A recipient of a grant under this section shall receive at least two hundred fifty thousand dollars (\$250,000) for the purposes of the revenue enhancement measure.

DISCUSSION

OGAL announced the exact allocation amount and the City is eligible for allocation of \$250,000. The grant funding process starts with the City Council's authorization through resolution. A single resolution may be used for multiple project applications.

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

The allocated funds do not require any matching funds by the City. The project or projects to be applied for will come back to the City Council for consideration and direction.

Public Notice

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

ENVIRONMENTAL

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

FISCAL IMPACTS

The grant program is reimbursement payment for expended eligible project costs.

ATTACHMENTS

- A. Resolution
- B. Procedural Guide for the RIRE Program – November 2020
- C. Allocation Table

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
APPROVING APPLICATION(S) FOR RECREATIONAL
INFRASTRUCTURE REVENUE ENHANCEMENT PROGRAM GRANT
FUNDS.**

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

WHEREAS, said procedures established by the State Department of Parks and Recreation require the City of Clayton City Council to certify by resolution the approval of project application(s) before submission of said applications to the State; and

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

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

1. Approves the filing of project application(s) for Recreational Infrastructure Revenue Enhancement Grant Program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Recreational Infrastructure Revenue Enhancement funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and5. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the (city/county/district) will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
5. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
 6. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 7. Delegates the authority to the City Manager or or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 8. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST

Janet Calderon, City Clerk

**Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal Protection, and
Outdoor Access for All Act of 2018
RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT
GRANT PROGRAM
NOVEMBER 2020**



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

"Creating Community through People, Parks, and Programs"

Email Application and correspondence to:

Street Address for Overnight Mail:

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

Mailing Address:

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

Phone: (916) 653-7423

Admin. Project Officers email addresses at www.parks.ca.gov/grants/contacts

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

2019-2020 California State Budget, Chapter 23

Budget Item 3790-101-6088(1) 2(a) - \$37,000,000 shall be available for Revenue Enhancement of the Local or Regional Park Infrastructure Program, consistent with Section 80066 of the Public Resources Code.

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



Department Mission

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

Community Engagement Division Mission

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

The Office of Grants and Local Services Mission

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

OGALS GOALS

To Be:

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

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

Recreational Infrastructure Revenue Enhancement Grant Program Description

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(1) 2(a). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 50). OGALS retains the right to waive requirements not mandated by statute. Funds are provided by the program as described below:

Recreational Infrastructure Revenue Enhancement Program (RIRE): \$37,000,000

Funds are available for a local agency that has obtained voter approval between November 1, 2012, through November 30, 2018 for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure to be awarded proportionally based on the population of the voting area. Where the local agency has had qualifying measures approved by more than one voting area, the award will be based on the combined populations of the voting areas that approved qualifying measures. For purposes of determining funds to be awarded, a person can only be counted once, regardless of the number of qualifying measures approved by the local agency.

Public Resources Code §80066. *The sum of forty million dollars shall be available to the department, upon appropriation by the Legislature, for grants, awarded proportionally based on populations served, to local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park infrastructure. A recipient of a grant under this section shall receive at least two hundred fifty thousand dollars (\$250,000) for the purposes of the revenue enhancement measure.*

Eligible Recipients (PRC §80066)

Local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure.

- “Revenue Enhancement Measure” means the measure identifies a new tax or fee that will fund the measure, or extends an existing tax or fee otherwise scheduled to expire.
- “Aimed at” means that the measure must identify activities related to parks, and park-related lands and infrastructure, as its sole purpose, rather than providing funding for a range of park and non-park-related activities.
- “Improving or enhancing local or regional park infrastructure” means that the measure authorizes the use of funds for capital outlay, as distinguished from operation and maintenance, and will make local or regional park infrastructure more valuable in quality, desirability and attractiveness for users.

Allocations

Allocations will be determined on a per person basis, with a minimum allocation of \$250,000.

Eligible [local agencies for RIRE](http://www.parks.ca.gov/RIRE) at www.parks.ca.gov/RIRE

Eligible Projects

- PROJECTS must be for park and recreational infrastructure purposes, either acquisition or DEVELOPMENT, for the purposes described in the revenue enhancement measure. Do not submit combined acquisition and DEVELOPMENT PROJECTS.
- Multiple PROJECTS may be completed under one contract; each project requires a separate application packet.
- A project can only have one location. One project that serves several parks is not permitted.
- Projects must be located within a voting area that passed the qualifying revenue enhancement measure.

Grant Process Overview

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

1. OGALS will send the RIRE Eligibility Solicitation to local agencies.
2. Local agencies have until February 21, 2020 to provide the requested information.
3. OGALS will review the submittals, and inform applicants if they are, or are not eligible.
4. OGALS will publish a final version of the Procedural Guide, containing the allocations for applicants that meet the requirements of the program.
5. OGALS Mandatory Grant Administration Overview with a Project Officer will occur statewide. All recipients are required to complete.
6. Resolution: submit no later than **December 31, 2021**: GRANTEE passes one resolution approving the filing of *all* applications associated with the CONTRACT, and forwards a copy to OGALS.
7. APPLICATION PACKET(s): submit no later than **December 31, 2021**: The GRANTEE defines the PROJECT SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
8. CONTRACT: sign and submit no later than **March 31, 2022**: OGALS will forward a CONTRACT to the GRANTEE once a PROJECT APPLICATION PACKET(S) totaling the grantee's RIRE allocation amount has been approved.

- a. The Contract Section, beginning on page 40, includes a sample CONTRACT.
 - b. The GRANTEE must return the CONTRACT or amendment(s) signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than **March 31, 2022**.
 - c. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.
9. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The Grant Payments Section, beginning on page 31, provides payment request instructions and forms.
- a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s) no later than **December 31, 2023**.
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than **March 31, 2024**.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
10. **Accounting and Audits:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audits Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

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

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

The Authorizing Resolution serves two purposes:

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

Resolution items 5 and 6 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution. The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 8 of the resolution, or the AUTHORIZED REPRESENTATIVE may delegate signatory authority with a letter (on letterhead) or email to OGALS.

Resolution Form

Resolution No:

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)
OF (City, County, or District) APPROVING APPLICATION(S) FOR RECREATIONAL
INFRASTRUCTURE REVENUE ENHANCEMENT PROGRAM GRANT FUNDS

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the grantee's (Governing Body) hereby:

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

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

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

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

(G) Identifying possible staff liaisons to diverse populations.

6. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
7. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
8. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
9. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the day of ,20

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

Ayes:

Noes:

Absent:

(Clerk)

Application Packet

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

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



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

Application Packet Checklist

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

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 10		Pg
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 11	<input type="checkbox"/>	Pg
<input type="checkbox"/>	<input type="checkbox"/>	Project Scope/Cost Estimate Form, or Digital file name: devscope.pdf	Pg. 17	<input type="checkbox"/>	Pg
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 12	<input type="checkbox"/>	Pg
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 18	<input type="checkbox"/>	Pg
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 19	<input type="checkbox"/>	Pg
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 20		Pg
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 22		Pg
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 22		Pg
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 21		Pg



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

Recreational Infrastructure Revenue Enhancement Grant Program Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name:		
Title:		

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete.
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).¹
6. GRANTEE must provide Title Insurance.

Acquisition Grant Scope/Cost Estimate

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

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

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

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

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

¹ Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on XX/XX/20XX"

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

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

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

Eligible Acquisition Costs

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

Ineligible Acquisition Costs – Cannot be charged to the grant

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

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
4. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
5. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

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

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

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

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

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

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

Ineligible Development Costs – Cannot be charged to the grant

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

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

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

Examples:

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

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

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

Accounting Rules for In-House Employee Services

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

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



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Project Grant Scope/Cost Estimate Form

Project Name:

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

Project Scope Items - ☒ all that apply:

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

Total estimated cost for construction	\$
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Total cost	\$
Total PROJECT amount requested	\$

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

AUTHORIZED REPRESENTATIVE signature

Date

Print Name and Title



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

Funding Sources Form

GRANTEE:

PROJECT Name:

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

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

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

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

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

Larger project cost: \$

Anticipated completion date:

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

Funding Source	Date Committed	Amount
RIRE/State of California	July 1, 2019	\$
		\$
		\$

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

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	



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

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

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

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

Date complete/expected to be completed

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

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

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

Certification:

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

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

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

FOR OGALS USE ONLY

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

Land Tenure

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

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

Land Tenure Ownership Documentation

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

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

Land Tenure Non-Ownership Documentation

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

- Land Tenure Agreement Checklist (page 21)
- Signed land tenure agreement

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

- Land Tenure Agreement Checklist (page 21)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

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

Land Tenure Agreement Checklist

GRANTEE:

PROJECT Name:

<input checked="" type="checkbox"/>	Page	Required Item
		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc.
		Parties to the agreement (landowner must be public agency or utility):
		Party 1
		Party 2
		Party 3
		Term of agreement: _____ years
		Agreement end date: <ul style="list-style-type: none"> • GRANT amounts up to \$100,000 require at least 20 years of land tenure. • GRANT amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on first day of PERFORMANCE PERIOD.
		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20- or 30-year term.
		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the landowner to revoke the agreement without cause, i.e., at will.
		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the CONTRACT provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the CONTRACT provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

Site Plan

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

Sub-leases or Agreements

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

Photos

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

Greenhouse Gas Emissions Reduction and Carbon Sequestration.²

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

Before getting started, gather the following information about your PROJECT:

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

Getting started:

1. Navigate to the [i-Tree website](https://planting.itreetools.org/) at <https://planting.itreetools.org/> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters³:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.

² PRC §80001(b)(7)

³ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

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

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it with your APPLICATION.

Special Requirements

- Status Reports (page 25)
- Bond Act Sign (page 26)
- Deed Restriction (page 27)

Status Report

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

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

Grantee:

Project Number:

Project Name:

Project Scope:

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

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the PROJECT: On Time? Yes/No Within Budget? Yes/No Within Scope? Yes/No If no, explain:

Describe grant-funded work completed since last status report submitted on [DATE]:

Provide photos showing work completed since [DATE]

Describe grant-funded work expected to be completed by [MailDate + 6 mos]:

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

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

Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	After XXXX
\$	\$	\$	\$	\$	\$	\$

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

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

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

Bond Act Sign

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

Sign requirements

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

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

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

Logo

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

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Transportation and DPR standards may be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost

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

Appropriateness of Signs

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

State Approval

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

Deed Restriction

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

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow. A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:

1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*

Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,

Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. *Notarize it:* Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.

- Unsigned and undated Deed Restriction
- Exhibit A (Legal Description of Property)
- Exhibit B (Grant CONTRACT)

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

4. *Record it:* Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

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

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

DEED RESTRICTION

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

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

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

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

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

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

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

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all their assigns or successors-in-interest for the period running from July 1, 2019 to June 30, 2039 (20 years) or June 30, 2049 (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

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

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

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

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

AUTHORIZED REPRESENTATIVE Signature	Date
Print/type name and title of above	
Business Name (if property is owned by a business):	
Additional signature, if required	Date
Print/Type Name & Title of Above	

Grant Payment Section

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

Payment Requirements

1. A Grant Expenditure Form (see page 34) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the GRANT amount.
3. Payments before the final payment may not exceed 80% of the GRANT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement payment requests greater than \$10,000 are encouraged.
6. CEQA must be complete prior to requesting any construction reimbursement.
7. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, *and* with every subsequent payment request where IN-HOUSE EMPLOYEE SERVICES costs were incurred. The sample timesheet must represent how employee staff time was tracked during the period of the requested reimbursement.
8. Provide a summary list of bidders; the recommendation by reviewer of bidders; record of award by governing body; and, contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
9. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 26), with all construction payment requests.
10. OGALS may withhold payment if the GRANTEE has outstanding issues, including:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - grant-funded park sites closed or inadequately maintained
 - overdue Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require a Payment Request Form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- Include a Grant Expenditure Form (see page 34) – also required with all reimbursement and final payment requests
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved
 2. Contract Number - As shown in Certification of Funding section of the CONTRACT
 3. APPLICANT - GRANTEE name as shown on the CONTRACT
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – round to the nearest dollar
 7. Send Warrant To - Agency name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form



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

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

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

Grant Expenditure Form

All payment requests require a summary of costs incurred. Find an electronic version of the [Grant Expenditure Form](http://www.parks.ca.gov/grants) at www.parks.ca.gov/grants. Grantees may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS upon request.

Only provide the following information to OGALS:

PROJECT Name and Number:

Warrant/Check (1)	Date (2)	Recipient (3)	Purpose/ Scope (4)	Pre- Construction Amount (5)	Construction Amount (6)
PRE-CONSTRUCTION Subtotal (5)				\$	
Construction Subtotal (6)				\$	
Grand Total (5) + (6)					\$

INSTRUCTIONS

List only eligible costs charged to the GRANT.

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

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

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

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

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

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

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

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, 2024.

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

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

1. Approval of the PROJECT COMPLETION PACKET (page 35).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

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

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

1. Payment Request Form (page 33)
2. Grant Expenditure Form (page 34)
3. Final Funding Sources Form (page 18)
4. Project Completion Certification Form (page 36)
5. Photo of the bond act sign and location (page 26)
6. Greenhouse Gas Emissions Reduction and Carbon Sequestration, if applicable (page 22)
7. Recorded Deed Restriction, if not already provided (page 27)
8. Completed CEQA, if not already provided (page 19)
9. Notice of Completion (optional)⁴
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 49)

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

1. Copy of the recorded deed to the property
2. Map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report
5. Copy of Recorded Deed Restriction

⁴ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: (____)

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity? (Yes or No)___

Certification:

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

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

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

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

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

Advance Payments

- OGALS reserves the right to decline ADVANCE payment requests.
 - Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds *must* be placed in an interested bearing account and *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the GRANT amount.

Pre-Construction Advance

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

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred within the next six months	No more than 50% of the GRANT amount.	After the CONTRACT has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Bid documents (page 31) Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page 19)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

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

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

Clearing the Advance

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

An ADVANCE is cleared as follows:

- Submit a Grant Expenditure Form (see page 34) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Submit photos of construction completed and the construction sign (see page 26) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance. Therefore, any interest earned on ADVANCES must be shown to have been used towards eligible costs and submitted on a Grant Expenditure Form

Subsequent Payments

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

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

The following are required to request a waiver:

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

Acquisition Advance into Escrow

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

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

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE.
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 12).
 - c) GRANT CONTRACT number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 33).

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

Returning Unexpended Advanced Funds for Acquisition

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

Contract



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

Sample Grant Contract Recreational Infrastructure Revenue Enhancement Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

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

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

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

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

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

I. RECITALS

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

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

The Grant Performance Period is from July 1, 2019 to June 30, 2024.

The CONTRACT Performance Period is from July 1, 2019 to June 30, 2049.

II. GENERAL PROVISIONS

A. Definitions

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

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

B. Project Execution

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

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

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

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

C. Procedural Guide

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

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended. Interest earned on the advanced GRANT MONIES shall be used on the PROJECT as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the GRANT and any interest earned shall be returned to the STATE within 60 days after PROJECT COMPLETION or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final PROJECT expenditures within 60 days of PROJECT COMPLETION or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Project Termination

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

F. Budget Contingency Clause

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

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the PROJECT which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the PROJECT property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the PROJECT property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of this GRANT and no other use, sale, or other disposition or change of the use of the PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The PROJECT property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the GRANT was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the PROJECT property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

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

K. Severability

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

L. Liability

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

M. Assignability

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

N. Use of Grant Monies

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

N. Section Headings

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

O. Waiver

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

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

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

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

State Audit

GRANTS are subject to audit by DPR. (See page 49, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

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

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

Record Keeping Recommendation

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

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

Audit Checklist

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

CONTRACTS

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

IN-HOUSE EMPLOYEE SERVICES*

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

IN-HOUSE EQUIPMENT*

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

MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS

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

ACQUISITION

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

INTEREST

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

AGREEMENT/CONTRACTS

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

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

** Front and back if copied.

References

Public Resources Code relating to the RIRE Grant Program

80000.

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

80001.

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

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

80002.

(d) "Department" means the Department of Parks and Recreation.

80020.

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

CHAPTER 3. Investments in Protecting, Enhancing, and Accessing California's Local and Regional Outdoor Spaces

80066.

The sum of forty million dollars (\$40,000,000) shall be available to the department, upon appropriation by the Legislature, for grants, awarded proportionally based on populations served, to local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park infrastructure. A recipient of a grant under this section shall receive at least two hundred fifty thousand dollars (\$250,000) for the purposes of the revenue enhancement measure.

Allocation Tables

Access the [RIRE Allocation Tables](http://www.parks.ca.gov/RIRE) at www.parks.ca.gov/RIRE.

Definitions

Words and terms used in SMALL CAPS in this guide are defined below.

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

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and directions beginning on page 9.

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

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

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

CONTRACT – the agreement between DPR and the grantee specifying the performance of the grant / project scope within the grant performance period, and other grant obligations between the grantee and DPR.

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

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

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

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

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

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’S employees working on the GRANT SCOPE.

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

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

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

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

PROJECT COMPLETION PACKET – The documents listed on page 35 that are required in order to request final payment following PROJECT COMPLETION.

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

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

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



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

Recreational Infrastructure Revenue Enhancement (RIRE) Program

(Minimum Allocation \$250,000)

Jurisdiction	RIRE	Allocation
Carmel Valley Recreation and Park District	\$	250,000
City & County of San Francisco, Recreation & Park Dept	\$	1,634,540
City of Albany	\$	250,000
City of Berkeley, Parks, Recreation & Waterfront Dept	\$	250,000
City of Clayton	\$	250,000
City of Davis, Parks & Community Services	\$	250,000
City of Rancho Cucamonga	\$	250,000
City of Rocklin, Parks and Recreation	\$	250,000
City of South Lake Tahoe	\$	250,000
Cordova Recreation and Park District	\$	250,000
Cosumnes Community Services District	\$	250,000
County of Los Angeles, Dept of Parks & Recreation	\$	19,025,731
County of Santa Clara, Parks & Recreation Dept	\$	3,583,151
County of Marin, Marin County Parks	\$	480,201
County of Santa Cruz, Parks Open Space & Cultural Srvc	\$	250,000
County of Sonoma, Regional Parks	\$	925,899
East Bay Regional Park District	\$	1,596,099
Fair Oaks Recreation and Park District	\$	250,000
Firehouse Community Park Agency	\$	250,000
Greater Vallejo Recreation District	\$	250,000
Hayward Area Recreation and Park District	\$	555,656
Isla Vista Recreation and Park District	\$	250,000
La Selva Beach Recreation District	\$	250,000
Midpeninsula Regional Open Space District	\$	1,428,282
Monterey Peninsula Regional Park District	\$	250,000
Mountains Recreation & Conservation Authority	\$	250,000
Santa Clara Valley Open Space Authority	\$	2,520,441
Southgate Recreation and Parks District	\$	250,000
Strawberry Recreation District	\$	250,000
Town of Truckee	\$	250,000
TOTAL FOR ALL RECIPIENTS	\$	37,000,000



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina Schwartz, City Manager

BY: Matthew Feske, Community Development Director

DATE: December 15, 2020

SUBJECT: Receive public input and provide direction to staff for a project or projects to apply for through the Per Capita Grant.

RECOMMENDATION

It is recommended that the City Council receive and file the public input and provide direction to staff for a project or projects that are to be included in the Per Capita Grant application.

BACKGROUND

In June 2018, California voted in Proposition 68 (the Parks, Environment, and Water Bond) authorizing funding for state & local parks, environmental protection projects, water infrastructure projects, and flood protection projects. The current round, labeled the General Per Capita Program, makes \$185M in funding available to local municipalities for local park rehabilitation, improvement and creation. Based on a per capita basis, funds will be allocated to cities based on population size, with an allocation up to \$177,952 for the City of Clayton.

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

DISCUSSION

The grant process includes submitting an application packet through December 2021 and finalizing a contract with the state by June 2022. An application is required for each project. All projects must be completed through December 2023 and project completion package(s) through March 2024.

There were several projects that staff was directed to research. Upon further research and consideration of the grant funds along with the matching funds and timeline, the following projects are being presented for consideration:

- Clayton Park Playground Equipment: This project would consist of removing the existing playground equipment, not including the toddler playground equipment, and prepare the playground equipment area and construct (install) new playground equipment. The cost for this project is approximated at \$213,552. Using the grant fund of \$177,952 and matching funds of \$35,590 would not require additional funds from the City because the project is estimated not to exceed the grant amount.
- Clayton Park Playground Equipment and Resilient Surface: This project would consist of removing the existing playground equipment, not including the toddler playground equipment, and remove the existing resilient surface and prepare the playground area and construct (install) the new playground equipment and resilient surfaces. The cost for this project is approximated at \$263,552. Using the grant funds of \$177,952 and matching funds of \$35,590, an additional estimated \$50,000 would be needed. The additional estimated \$50,000 would have to be allocated potentially from the “Rainy Day” funds or General Fund Reserves.

The matching funds (20%) is a requirement; however, the City can use the cost of staff time for the 20% matching funds. Using of all of the allocated grant funds of \$177,952, the City would be required to come up with \$35,590 in matching funds to meet the 20% requirement. The \$35,590 of matching funds would come from the cost of utilizing staff. Staff would administer the project with defining the scope of work, prepare final bids, draft any needed engineering drawings, obtain all permits, manage the grant, and manage the project through completion. The staff cost would meet the needed \$35,590.

These two projects were selected not only because of the need for the playground equipment, but also for minimal impact for future funding needs. Park maintenance includes the maintenance of the playground equipment and surface area which is already captured in the Capital Improvement Program and Annual Budget.

ENVIRONMENTAL

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

FISCAL IMPACTS

There is no fiscal impact in submitting the application. Should the project or projects be approved by the Per Capita Grant Program and accepted by the City, the grant program consists of reimbursement payments for project costs incurred, which would result in a net zero cost. In addition, the cost of the staff for the required 20% matching funds would not require additional funds as the cost of staff is already part of the FY20/21 Budget.

ATTACHMENTS

None



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina Schwartz, City Manager

BY: Matthew Feske, Community Development Director

DATE: October 20, 2020

SUBJECT: Select proposal from the responses from the Request for Proposal for Community Engagement for the downtown property by: (1) Authorize allocation from the “Rainy Day “ funds on the amount of \$50,000; (2) Award contract to MIG; and (3) Authorize City Manager or her designee to prepare a Professional Service Agreement for the City owned property located at Clayton Road, Oak Street, and Main Street vision input. APN 118-560-010.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the allocation of \$50,000 from the “Rainy Day” funds;
2. Award a contract to MIG to provide professional services for engaging the community, which includes community meetings and charrettes, in visioning of the Downtown Property and producing an action plan, not to exceed an amount of \$50,000 without City Council authorization;
3. Authorize the City Manager or her designee to prepare a Professional Services Agreement as approved to form by the City Attorney with MIG to provide professional services for engaging the community, which includes community meetings and charrettes, in visioning of the Downtown Property and producing an action plan in an amount not to exceed \$50,000.

BACKGROUND

The property under discussion is located between Clayton Road, Oak Street, and Main Street, is approximately 1.66 acres in area, and is currently vacant and undeveloped. The property is historically used for events and general open space.

The property was purchased by the City in 2013 and has remained vacant. As the property is right now and without any changes, the property could be developed as a commercial development, residential development, or a mixed-use development of commercial and residential. The property is in a status of uncertain and unclear vision and direction for future development. This uncertainty does not provide the confidence needed for potential buyers, developers, and interested parties to invest the time or money needed to develop the property.

DISCUSSION/ANALYSIS

On November 3, 2020, the City issued a Request for Proposals (RFP) for professional services for engaging the community, which includes community meetings and charrettes, in visioning of the Downtown Property and producing an action plan. Two firms submitted proposals to the City on November 25, 2020 and November 27, 2020. The proposals were evaluated by City staff based on criteria that included experience, project understanding, overall project approach, and project delivery schedule. MIG was selected as the top ranked firm.

A professional services agreement will be prepared with MIG and approved by form by the City Attorney Office. Under this agreement, MIG will provide the following scope of work:

1. **Public education:** The consultant will need to become familiar with the City's Town Center Specific Plan, proposed projects, planning goals and regulations, and potential sources of funding in order to educate the public.
2. **Public outreach/community engagement project:** Develop and conduct an intense, in-depth public outreach campaign, including charrette sessions, in conjunction with City staff to gather significant public input regarding the Downtown Property. The City seeks to understand how the public currently utilizes the property, any barriers that exist to using the property and its amenities, what additional amenities are desired, etc. We wish to encourage the public to provide design ideas as well. Public engagement should reach all demographics and populations of the City.
3. **Work with and train City staff:** Work closely with a select team of City staff throughout the community engagement process with the goal of building staff capacity to perform future projects relating to community engagement.
4. **Compile data and report findings:** Compile data received and present a draft report of findings to the public at a workshop to gather additional input.
5. **Share findings with plan consultant:** The City anticipates hiring a consultant to prepare the Town Center Specific Plan update. The public outreach consultant will share findings with the consultant for the Town Center Specific Plan update, where

applicable. This may include sharing draft results as well as the final report.

6. **Update report and present final report to City Council:** update the draft report with additional input from workshop and present the final report to the City Council at a public Council meeting.

FISCAL IMPACT

There are not additional funds in the General Fund for the FY20/21 Budget to cover new consultant costs. Any cost would need to be allocated from the City's "Rainy Day" Fund or General Fund Reserves as a one-time transfer and expense. The community meetings with charrette sessions would have an estimated fiscal impact up to \$50,000 for the next 9 to 11 months. Any change of zone and/or property improvements that may be the outcome of a community process would result in additional one-time costs and potential on-going maintenance costs that have not been budgeted.

ENVIRONMENTAL REVIEW

No environmental review is required for the execution of this service agreement. An appropriate environmental review will be prepared during the design phase through a City retained environmental consultant.

ATTACHMENTS

- A. Draft Council Resolution
- B. MIG Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON AUTHORIZE THE ALLOCATION OF \$50,000 FROM THE “RAINY DAY” FUNDS; AWARD A CONTRACT TO MIG TO PROVIDE PROFESSIONAL SERVICES FOR ENGAGING THE COMMUNITY, WHICH INCLUDES COMMUNITY MEETINGS AND CHARRETTES, IN VISIONING OF THE DOWNTOWN PROPERTY AND PRODUCING AN ACTION PLAN, NOT TO EXCEED AN AMOUNT OF \$50,000 WITHOUT CITY COUNCIL AUTHORIZATION; AND AUTHORIZE THE CITY MANAGER OR HER DESIGNEE TO PREPARE A PROFESSIONAL SERVICES AGREEMENT AS APPROVED TO FORM BY THE CITY ATTORNEY WITH MIG TO PROVIDE PROFESSIONAL SERVICES FOR ENGAGING THE COMMUNITY, WHICH INCLUDES COMMUNITY MEETINGS AND CHARRETTES, IN VISIONING OF THE DOWNTOWN PROPERTY AND PRODUCING AN ACTION PLAN IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, the City issued a Request for Proposal starting November 3, 2020 and ending on November 27, 2020; and

WHEREAS, the Request for Proposal was to solicit proposals for professional services for the engaging the community, which includes community meetings and charrettes, in visioning of the downtown property and producing an action plan.

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

1. Authorize the allocation of \$50,000 from the “Rainy Day” funds; and
2. Award a contract to MIG to provide professional services for engaging the community, which includes community meetings and charrettes, in visioning of the Downtown Property and producing an action plan, not to exceed an amount of \$50,000 without City Council authorization; and
3. Authorize the City Manager or her designee to prepare a Professional Services Agreement as approved to form by the City Attorney with MIG to provide professional services for engaging the community, which includes community meetings and charrettes, in visioning of the Downtown Property and producing an action plan in an amount not to exceed \$50,000; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST

Janet Calderon, City Clerk

ATTACHMENT B

PROPOSAL

CITY OF CLAYTON

Founded 1857 Incorporated 1964

COMMUNITY ENGAGEMENT PROJECT

DOWNTOWN PROPERTY, APN 11-560-010



RFP2020-01 | NOVEMBER 25, 2020



800 HEARST AVENUE | BERKELEY, CA 94710
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CALIFORNIA

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AND SONOMA

COLORADO

DENVER

OREGON

PORTLAND

TEXAS

SAN ANTONIO

WASHINGTON

SEATTLE

November 25, 2020

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Matthew Feske
mfeske@ci.clayton.ca.us

RE: City of Clayton Community Engagement Project, Downtown Property, APN 11-560-010

Dear Mr. Feske and Selection Committee Members:

MIG respects and supports the City of Clayton's emphasis on moving away from traditional meetings and surveys so that different formats can help stimulate participation and bring new thinking to Clayton's downtown. We are pleased to present our proposal to be considered for the opportunity to conduct engagement for the Downtown Property. MIG brings a fresh array of new and proven tools to this effort.

Restrictions due to the global pandemic have moved more people on-line so we expect broader participation in the digital environment—as long as people are invited in a compelling way. MIG has been working in a digital environment since 2001 when our technology studio was founded. The studio is constantly innovating to respond to changing conditions and 2020 has created many opportunities for our team to test and enhance a wide variety of options for engaging the community.

Our project team includes skilled land use planners, urban designers, graphics experts, and outreach specialists. Collectively, we have mastered ways for attracting and engaging people beyond those who would typically participate. Our educational processes ensure that participants understand the general parameters that need to be addressed. Our designers and planners can translate community ideas into inspiring and implementable ideas and then test them using a variety of formats. An MIG-led Zoom meeting goes well beyond digital talking heads and incorporates multiple digital tools to invite and capture input for consideration by the community. The community can further discuss the options using "Consider-it," an on-line discussion tool that fosters moderated dialogue and enables participants to align with others who share similar opinions and rationales. The MIG Team can add educational information to the discussion to see how opinions change as new information is added. After a set period of discussion time, the team has a rich data set of opinions and a much deeper understanding of community likes and dislikes. A key benefit of this and other digital tools is that metrics are built in so decision makers will have quantified results that show the level of participation and support for the ideas being proposed through this effort.

We welcome the opportunity to demonstrate our skills and share our ideas for creatively engaging the residents of Clayton in this effort. Please contact me by email at joanc@migcom.com or by phone at 510-845-7549 ext 1420.

Sincerely,

Joan Chaplick, AICP
Principal-in-Charge

PROPOSAL SUMMARY SHEET**COMMUNITY ENGAGEMENT PROJECT
DOWNTOWN PROPERTY, APN 11-560-010****Proposals are due November 27, 2020 by 5:00 pm PST**

Interested consultants should submit this form with their proposal. Provide in a separate sealed envelope.

Signed: **Name/Title (Printed):** Joan Chaplick, AICP, Principal-in-Charge**Company/Consultant:** MIG, Inc.**Company DUNS Number (Required for Federal contracts):** 154641435**Tax ID No.:** 94-3116998**Address:** 800 Hearst Ave, Berkeley, CA 94710**Phone Number:** (510) 845-7549**Email Address:** joanc@migcom.com**Indicate if firm is a small business and/or a minority or woman-owned business:**N/A



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01

Firm Overview

About MIG

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has worked extensively with public agencies and policy makers throughout the United States to effectively communicate complex issues to key stakeholders, businesses, and the public, enabling them to actively participate in policy, planning, and design processes and make informed decisions that impact every aspect of their lives. The depth of our expertise encompasses engagement in every form—in-person, written, visual, and electronic—combined with exceptional skills in facilitation and consensus building. We are renowned for our ability to reach target audiences, especially those with little or no tradition of participating in civic processes. The breadth of our experience is unparalleled—from transportation and housing to social services and public health to environmental impacts and economic development. We work at every scale from a single site design to a statewide campaign. Our approach is based on a thorough understanding of multiple objectives and needs; efficiency and accuracy in information gathering and sharing; and creativity and innovation in communications and collaboration.

Type of Organization: **C-Corporation**

Principal Office: **Berkeley, CA**

Years in Business: **38**

Number of Employees: **240**



02

Team Introduction / Organization

MIG is pleased to present a team with senior leadership and strong team-based project management skills and planning and technical capabilities.

Joan Chaplick will serve as Principal-in-Charge, lending her substantial experience in large-scale project management, transportation planning, and public outreach and facilitation. Her team leadership will ensure that the highest-quality standards are met on each project. Joan brings proven experience from managing processes and plan development. She is also skilled at virtual facilitation and will bring her expertise with various online platforms to promote team communication and efficient project management.

Noé Noyola will serve as Project Manager bringing 15 years of experience in project management, facilitation, and public engagement. Noé is a highly skilled and dedicated community planner and facilitation specialist whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation.

Dan Amsden is an experienced, personable problem solver whose patience and poise enable him to navigate the most complex and controversial urban planning projects. Whether cutting through unnecessary regulations and roadblocks, or developing community buy-in, Dan enjoys finding multifaceted solutions through collaboration and engagement.

TECHNICAL SUPPORT

Below are key technical MIG staff that will compliment and support the team.

- » **Chase Mullen**, Urban Designer
- » **Ed Canalin**, Creative Director
- » **Madeleine Salem**, Graphics and Outreach

AREAS OF EXPERTISE

- » Community Engagement
- » Community Planning
- » Facilitation
- » Stakeholder Engagement
- » Virtual Facilitation and Engagement
- » Consensus Building

EDUCATION

- » MRP, University of Pennsylvania, Philadelphia
- » BS, Environmental Resource Management, Pennsylvania State University

REGISTRATIONS

- » AICP Certified Planner

PROFESSIONAL AFFILIATIONS

- » Citizen Involvement in Planning and Design Graduate Course, University of California, Berkeley, Instructor

AWARDS

- » NorCal APA Public Outreach Award of Merit, Last Chance Grade, 2019
- » APA National Award for Excellence in Public Outreach, Southern Nevada Strong, 2016
- » APA Florida Best Practices Award, Envision Alachua Public Outreach and Consensus Building Process, 2013

Joan Chaplick, AICP**PRINCIPAL-IN-CHARGE**

Joan Chaplick is an expert public outreach strategist and facilitator who has been engaging communities in collaborative planning and design for over two decades. Joan's work has supported the advancement and implementation of projects impacting hundreds of communities throughout the West, including transportation, infrastructure, natural resources, recreation, land use, and organizational development. She enjoys bringing people with different perspectives together to solve commonly defined problems. Her quick thinking, humor, and ability to inject focus and clarity to a discussion have been honed through her experience in theater and storytelling. Whether it's an intimate strategic planning session or a large-scale community workshop, Joan's facilitation style builds trust and consensus—keeping the conversation on track while allowing new ideas to be revealed and explored. She crafts and directs public and stakeholder involvement processes that incorporate multilingual outreach techniques and tools to ensure that projects reflect and respond to each community's diverse needs. Joan creates a conduit for clients and their constituents to talk to and listen to each other, so they are mutually invested in a project's success—ultimately, saving time and resources for everyone's benefit. Joan is a firm leader in virtual facilitation. She has hosted interactive video conferences ranging from 6 person focus groups to 500 person statewide events. Joan has developed best practices, combined with digital tools to ensure fun, efficient and productive videoconferences—on Zoom and other platforms.

SELECTED PROJECT EXPERIENCE

- » Caltrans Planning Public Engagement Contract (PPEC 2, 4 and 5), Statewide, CA
- » Southern Nevada Strong Regional Transportation, Jobs and Housing Plan Outreach, Henderson, NV
- » Envision Alachua Public Outreach and Consensus Building Process, Gainesville, FL
- » Visión Salinas, Integrated Outreach and Project Identity, Salinas, CA
- » Sustainable Transportation Plan, Santa Cruz, CA
- » San Carlos Focused General Plan Update, Community Outreach, San Carlos, CA
- » Highway 17 Access Management Plan, Community Outreach and Education, Santa Cruz, CA
- » Caltrans District 5 Bicycle and Pedestrian Plan, Community Engagement Strategy, Central Coast, CA
- » BART Title VI Public Outreach Meetings, San Francisco Bay Area, CA
- » Belle Haven Community Visioning and Action Plan, Menlo Park, CA
- » San Carlos Focused General Plan Update, Community Outreach, San Carlos, CA

AREAS OF EXPERTISE

- » Project Management
- » Community Planning
- » Diverse Community Outreach and Public Involvement
- » Strategic Communication
- » Facilitation
- » Spanish Fluency
- » Urban Planning
- » Infrastructure Outreach
- » Policy Analysis
- » Sustainable Mobility

EDUCATION

- » MCP, University of California, Berkeley
- » BA, Political Science and Spanish, Sonoma State University, Rohnert Park, California

AWARDS

- » APA Northern California Section Merit Award for Public Outreach, City of Salinas 2014-16 Housing and Community Initiatives Public Outreach Program, 2017

Noé R. Noyola

PROJECT MANAGER / ENGAGEMENT SPECIALIST

Noé Noyola is a highly skilled and dedicated community planner and project manager whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation. During a college-year abroad in Denmark, Noé lived in an urban environment that was “healthy,” not just in physical fitness, but in social interaction and connection—which led him to his chosen field. He is keenly aware of the emotional ties that people have to their communities and strives to acknowledge this so that people will engage more productively and authentically in his projects. Noé’s cultural competency—fluency in Spanish—and mastery of process and meeting facilitation enable him to effectively bridge technical content with impacted, and often under-served, stakeholder communities. A creative communicator and facilitator, he ensures an open and balanced exchange of information and ideas that paves the way for collective decision-making and results in positive outcomes.

SELECTED PROJECT EXPERIENCE

- » Pajaro River Community Flood Protection Project, Outreach and Facilitation, Watsonville, CA
- » Bohemian Highway Bridge Replacement, Russian River, Monte Rio, CA
- » Salinas Police Station Development, Stakeholder Engagement, Salinas, CA
- » Cherryland Community Center Development, Outreach and Workshop Facilitation, Hayward Area Recreation and Parks District, Hayward, CA
- » Neighborhood Bridges Replacement Outreach, San Anselmo, CA, San Rafael CA
- » Pedestrian Overcrossing Bridges Outreach, Mountain View and Clovis, CA
- » UC Berkeley Global Campus Development - Community Benefits Facilitation, Richmond, CA
- » Monte Rio Bridge Replacement, Monte Rio, CA
- » San Rafael-Southern Heights Bridge, San Rafael, CA
- » San Anselmo/Ross Bridges, San Anselmo, CA
- » Valley Link Commuter Rail, Outreach and Stakeholder Engagement, San Joaquin and Alameda Counties, CA
- » Franklin Boulevard Complete Streets Improvements, Bilingual Community Engagement, Sacramento, CA
- » Sustainable Transportation Engagement, Santa Cruz County Regional Transportation Commission, Santa Cruz County, CA
- » Highway 17 Access Management Plan, Community Outreach and Education, Santa Cruz County, CA
- » Caltrans California Transportation Plan 2050, Outreach and Project Identity, Statewide, CA
- » Downtown Specific Plan, Sustainable Grants Application and Demographic Research, Watsonville, CA

AREAS OF EXPERTISE

- » Urban Planning and Design
- » TOD Planning
- » Specific and General Plans
- » Community Development
- » Community Engagement and Facilitation

EDUCATION

- » MCRP, Cal Poly, San Luis Obispo
- » Graduate Certificate in Planning Law, Rutgers
- » BA, Geography, University of California, Santa Barbara

REGISTRATIONS

- » AICP Certified Planner

PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Society for College and University Planning (SCUP)
- » APA California, Sacramento Valley Section, Board Member

AWARDS

- » Local Vision Award, Franklin Boulevard Business District, Sacramento Valley APA, 2019
- » SGC Sustainable Planning Best Practices Case Study, Burlingame General Plan, 2018
- » SGC Sustainable Planning Best Practices Case Study, Anaheim Canyon Specific Plan, 2018
- » Top Planning Website Award, Hayward 2040 General Plan ePlan (Planetizen), 2018

Dan Amsden, AICP**SENIOR PLANNER**

Dan Amsden is an experienced, personable problem solver whose patience and poise enable him to navigate the most complex and controversial urban planning projects. His father planted the planning seed before Dan left for college where the idea of helping to organize the built world took root, leading him to study geography, city and regional planning, and eventually regulatory law. As timelines to produce results have become more compressed, he uses his land use, public policy and engagement expertise to devise effective strategies that streamline and focus projects on action-oriented change. Whether cutting through unnecessary regulations and roadblocks, or developing community buy-in, Dan enjoys finding multifaceted solutions through collaboration and engagement. He is committed to diversity and inclusion in his projects, as well as within the field of planning itself, serving as a Board member for diversity and inclusion with APA California. From general and specific plans to zoning and urban design, Dan is always seeking ways to innovate—creating better processes, projects, and outcomes for his clients and communities.

SELECTED PROJECT EXPERIENCE

- » 24th Street Feasibility Study, Sacramento, CA
- » Anaheim Canyon Specific Plan and Code Update, Anaheim, CA
- » Bascom Corridor Complete Street Study, San José, CA
- » Burlingame General Plan and Zoning Ordinance Update and EIR, Burlingame, CA
- » CADA Envision O Street Corridor Plan, Sacramento, CA
- » Cupertino General Plan Amendment, Cupertino, CA
- » Downtown Hawthorne Specific Plan, Hawthorne, CA
- » Franklin Boulevard Corridor Plan, Sacramento, CA
- » Hayward General Plan Update, Hayward, CA
- » Heart of Fairfield Downtown Specific Plan and EIR, Fairfield, CA
- » Nishi Gateway Sustainable Innovation District, Davis, CA
- » North Franklin Boulevard District Plan, Sacramento, CA
- » River District Placemaking Strategy, Sacramento, CA
- » River District Vision for the Future, Sacramento, CA
- » SACOG Regional TOD Action Plan, Sacramento, CA
- » Sacramento 2030 General Plan, Sacramento, CA
- » Sacramento Inclusive Economic Development Strategy, Sacramento, CA
- » San Antonio Comprehensive Plan, San Antonio, TX
- » San Pablo Avenue Specific Plan, El Cerrito and Richmond, CA
- » Santa Rosa General Plan Update, Santa Rosa, CA
- » UC Davis Long Range Development Plan, Davis, CA

AREAS OF EXPERTISE

- » Urban Design and Planning
- » Visualizations
- » Graphics

EDUCATION

- » BS, Environmental Design and Planning, University of Colorado at Boulder

Chase Mullen**URBAN DESIGNER**

Chase Mullen is an urban designer and technology expert with a unique specialization in three-dimensional (3D) visualization and graphics. The son of a planner, Chase learned AutoCAD while still in elementary school and he was so fascinated with the idea of creating virtual places that he taught himself 3D modeling. Now he develops software, methods, and tools to use technology to elicit meaningful input and encourage informed decision-making in planning and design. With an acute eye for graphics and interactivity, Chase molds GIS, CAD, 3D, and VR (virtual reality) data into models that allow people to see and experience potential policy changes or design ideas. He is continuously engineering new software and work flows in anticipation of encountering a problem where they might be useful. Chase also strives to advance 3D visualization within the field to help clients, communities, and colleagues make decisions more efficiently and effectively. He has taught undergraduate and graduate courses and spoken at national and state planning conferences on the creation and application of 3D visualization to public engagement.

SELECTED PROJECT EXPERIENCE

- » North Franklin Boulevard Streetscape Plan, Sacramento, CA
- » Highway 42 Underpass and Urban Design, Louisville, CO
- » Carson City Downtown Plan, Carson City, NV
- » Nishi Gateway, Davis, CA
- » Downtown Hawthorne Specific Plan, Hawthorne, CA
- » North Tryon Vision and Implementation Plan, Charlotte, NC
- » Euclid Avenue and National Avenue Master Plans, San Diego, CA
- » Northglenn Sustainability Assessment, Northglenn, CO
- » Marina del Rey Visioning and Local Coastal Program Update, Marina del Rey, CA
- » Orchard Station Sub Area Plan, Greenwood Village, CO
- » Rathbun Corridor Sustainability Plan, Big Bear, CA
- » Peoria Station Catalytic Project, Denver, CO
- » Redwood City Inner Harbor Specific Plan, Redwood City, CA
- » Steamboat Springs Downtown and Base Area 3D Model, Steamboat Springs, CO
- » South Bascom Avenue - Urban Village Plan, San José, CA
- » Superior Town Center, Superior, CO
- » SamTrans Grand Boulevard Initiative, San Mateo County, CA
- » West San Carlos Street - Urban Village Plan, San José, CA
- » Lakewood RTD FasTracks / Lightrail TOD Center Visualizations, Lakewood, CO
- » CCC/Denver Performing Arts Center Urban Design Framework Plan, Denver, CO
- » Boulder Transit Village (Phase 1), Boulder, CO
- » Sister Cities' Municipal Plaza, Boulder, CO

AREAS OF EXPERTISE

- » Graphic Design
- » Branding and Identity
- » Strategic Communications
- » Website Development
- » Digital Engagement and Promotion
- » Art Direction

EDUCATION

- » BA, Illustration, California College of Arts and Crafts, Oakland

Ed Canalin**ART DIRECTOR**

Ed Canalin is a gifted illustrator and award-winning graphic designer who has contributed to the creative direction of nearly every communications and marketing piece produced by MIG since he became Art Director in 2000. Ed's conceptual, illustrative, and design skills were developed B.C. (before computers), and his mastery of print design was also developed early on. He learned the offset printing process out of necessity—he was the only graphic designer in one of his first jobs, where he worked closely with a master printer. His skills have since expanded to encompass video, animation, web and social media design, and experiential design. He is inspired by the innovation and creativity he sees in the range of work crafted and produced at MIG in collaboration with each client. From branding and identity to social marketing and behavior change to wayfinding and websites, Ed leverages his experience and his finely-honed instincts to generate ideas with a fresh perspective and a dash of humor. His efficient execution and flexibility in response to feedback result in designs that communicate and engage in beautiful ways. Ed is involved in every phase of the design process from concept to delivery of finished art, ensuring that timelines and budgets are met without sacrificing quality.

SELECTED PROJECT EXPERIENCE

- » “Big I” Reconstruction Marketing Campaign, Albuquerque, NM
- » ACTC Media and Public Relation Services, Alameda County, CA
- » California State University at Monterey Bay Master Plan Update, Monterey, CA
- » Craig Ranch Regional Park Signage, North Las Vegas, NV
- » Energy Upgrade California, Statewide, CA
- » Fastrak Marketing, Bay Area Toll Authority, Bay Area, CA
- » Golden Eagle Regional Park Signage, Sparks, NV
- » Home Energy Retrofit Marketing Campaign, Los Angeles County, CA
- » Irvine Shuttle Brand and Marketing Plan, Irvine, CA
- » KidConnections and KidScope, Branding and Identity Projects, Santa Clara County, CA
- » KidScope Brand and Identity, Santa Clara County, CA
- » Northern California E-RIC Branding, Lawrence Berkeley National Laboratory, Berkeley, CA
- » Renovo Communities Identity System, Del Valle Development Group, Statewide, CA
- » San Gabriel River Master Plan, Los Angeles, CA
- » Solano Transportation Authority Safe Routes to School Marketing, Solano County, CA
- » UC Davis Long Range Development Plan, Davis, CA
- » University of California at Berkeley New Century Plan Website, Berkeley, CA
- » Ventura Community Park Signage, Ventura, CA
- » Washington, DC Comprehensive Plan Website, Washington, DC

AREAS OF EXPERTISE

- » Graphic Design
- » Branding and Identity
- » Illustration
- » Social Media
- » Advertising

EDUCATION

- » BA, Design, Visual Communication Emphasis, University of California, Davis
- » BA, Psychology, University of California, Davis

Madeleine Salem

GRAPHICS AND OUTREACH

Madeleine Salem contributes to the MIG Team with visual arts and graphic design. An accomplished designer of print and web products, her experience includes long-form document development, information hierarchy and template creation to support clients' communication goals. Madeleine's broad range of expertise includes illustration, branding and identity development, advertising for print, outdoor and online media, and she is also an accomplished hand-lettering artist. Her work is grounded in making information more accessible and inviting for end-users so that people can easily enter into the processes that affect their communities. Before MIG, Madeleine supported web product design in print and online media.

Her background in psychology informs Madeleine's human-centered design approach and she enjoys staying up-to-date with design trends and technology. She is involved in all phases of the design process from concept design to delivery of the final product.

SELECTED PROJECT EXPERIENCE

- » San José Clean Energy, Marketing and Outreach, San José, CA
- » RecycleSmart, Newsletter and Behavior Change Marketing Materials, Contra Costa County, CA
- » Clipper Card, Branding and Marketing, Metropolitan Transportation Commission, San Francisco Bay Area, CA
- » Watsonville Specific Plan Infographics, Watsonville, CA
- » Curb Management Strategy, San Francisco Municipal Transportation Agency, San Francisco, CA
- » Vision Zero SF, Social Marketing Campaign, San Francisco Municipal Transportation Authority, San Francisco, CA
- » Early Learning SF, Branding and Marketing, San Francisco Office of Early Care and Education, San Francisco, CA
- » Callexico Outreach Maps, Callexico, CA
- » City of Salinas, Guiding Principles Brochure/Booklet, Salinas, CA
- » 3C-REN Branding and Marketing, Tri-County Regional Energy Network, Ventura, CA



03

Project Understanding / Approach

Project Understanding

The City of Clayton seeks to engage the public in identifying preferences and ideas for the development of the Downtown Property. Past proposals were not well received with concerns about parking and and potential impacts to the character of downtown. The City prefers to conduct alternative activities to engage the community and generate more creative, innovative, and supportable ideas. MIG agrees that by modifying formats and using additional tools, we can inspire creative input and attract participants to the process who have previously been unengaged.

Restrictions on public gatherings due to the global pandemic require enhanced use of digital tools and social distancing for anything on site. MIG has successfully modified and combined tools so that community engagement activities can flourish. Using banners, posters, and QR codes, residents are directed to engage with digital tools that ask questions in non-traditional ways. Socially distanced activities allow people to view large-scale concepts in poster format in an outdoor setting and share their ideas using a variety of tools.

MIG seeks to create a campaign for the Downtown Property that encourages people to participate in a series of activities. MIG anticipates working with the City on robust communications activities using email, the web, and social media.



SCOPE OF WORK

1. Kick-off Meeting

MIG will meet with the City to kick-off the project. The Project Team will review the scope and schedule and confirm key activities and schedules. Communications and review protocols will be confirmed. The City will provide general background on the project and key stakeholders and influencers who should be involved in this process.

Deliverables: Meeting agenda and brief meeting notes



2. Conduct Background Research and Interviews

MIG will review the background materials provided by the City related to the City's Town Center Specific Plan, proposed projects, planning goals and regulations, and potential sources of funding.

Deliverable: Memorandum summarizing key milestones related to the planning process and potential funding sources

3. Social Distanced Site Visit

MIG will work with the City to coordinate a socially distanced site visit. Using a conference line and cell phones, the MIG Team will visit the site and adjacent properties to get an understanding of the site and its context. A designated City staff person can answer questions and provide information by phone. The MIG Team will also conduct observational research to see how people use the site. For the observational research, MIG develops a protocol and set of activities and systematically notes how people are using the site during designated times. MIG will also take photographs that will be used for community engagement activities and potential visualizations for the process.

Deliverables: Site visit, observational research, and photographs for use in the outreach process

4. Communications and Engagement Plan (CEP)

MIG will develop a draft and final CEP. The CEP contains key messages and identifies the engagement strategy and activities that will be used to educate and engage the public. The CEP will identify the key activities and the sequence they will be conducted. MIG will rely on expanded use of the City's established communications channel along with targeted outreach activities. The CEP will also include performance metrics to help monitor and confirm that Clayton's residents have been reached and invited to engage.

Deliverable: Draft and final Communication and Engagement Plan

Social Media Engagement



5. Engagement Activities

MIG's CEP will include different activities that allow Clayton's 12,000 residents to participate based on their level of interest and time availability. The activities will be billed as a series so that people know it is desired that they participate in all the activities. Each will build on each other. Digital activities will be supplemented with an on-site pop-up and the use of visuals accessed via cell phone with a QR code that allows people to "see" what is possible.

We propose the following:

Dedicated webpage: This simple scrolling one-page site will serve as the "home" for the outreach information and activities. The site will be visually appealing and easily accessible. It will be a stand-alone page linked to the City's website to promote continuity while allowing a distinctive look and feel.

Clayton Downtown Digital Photo Library: Residents will be encouraged to respond to a photo contest that asks them to show us what they hope can be developed in their hometown. These might be photos of local resources or pictures from their favorite towns and cities throughout the country and world. The photos will add excitement and energy to the process and serve as a source of inspiration. Winning photos will be credited and displayed on the website.

Digital Charette: MIG will host an interactive workshop/digital charette that asks participants to “Build their Block.” Participants will each be given a variety of “building blocks” that relate to different land use opportunities. Participants can combine their choices in ways they find most appealing. They will also be able to add their own ideas. The MIG Team will use these ideas to develop rough sketches of the ideas developed.

Pop-Up: Participants will get to weigh in on the initial concepts designed at a pop-up workshop. The concepts will be displayed in poster format in a large outdoor area and participants will be able to use a QR code and smart phone to provide input about what they like or dislike about the different ideas. Participants will also have a “design your

own” option that allows them to provide their ideas using a whiteboard (with sanitized pens). MIG will photograph the different illustrations to minimize handling of the input.

Consider-it Design Gallery: MIG will use a tool called “Consider-it” to promote discussion on the concept drawings. This on-line tool allows for a moderated dialogue to occur so that participants can explain why they like or dislike and option. Participants then can align with commenters who share their same opinions and related reasons. This tool allows for rich on-line discussion beyond a one-time response to a survey.

Deliverables: Website, photo library, digital charette, socially distanced pop-up, and Consider-it discussion tool

Considerit

Each Individual Expresses What They Feel Overall and Why They Feel This Way

Users express what they feel with a slider

Supporters

Drag Your Overall Opinion

Opposers

Users express why they feel this way as Pros & Cons

Others' Pros

List Your Pros

List Your Cons

Others' Cons

Save your opinion and see results

Users can drag Pros & Cons of others into their list

Considerit

Results Expose Common Ground and Sticking Points

The results show what hundreds of users feel about this issue on a histogram

Supporters

Opposers

Give your Opinion

Top Pros

Top Cons

And why they feel this way in a ranked list of all points

Filter data to, for example, understand the tradeoffs recognized by strong opposers

Considerit

Elevating Online Dialogue

Community Pledge

Users must sign a pledge promising not to attack or mock others

Fact Checking

A fact checking interface allows users to request information on the accuracy of statements submitted by other users.

Please Introduce Yourself

Instantly:

Hi, my name is:

I login as:

I look like this:

Community pledge:

Create account and save your opinion

Just another way to drag money from us into the pockets of some "private" sector business...who's goal is profit, not kids.

Fact check: Would public charter schools be operated by private sector businesses for profit?

Discussion

Fact check: Would public charter schools be operated by private sector businesses for profit?

Considerit

This technology works

25,000+ WA users

living voters guide

A guide powered by the wisdom of Washington voters

Click a ballot measure below. Then decide for yourself, with the help of fellow voters.

41.4% add both pros & cons to their list

33.7% add points written by the other side

46.3% changed their opinion on an issue

EVER GREEN APPS CHALLENGE

SEATTLE SIFP 2012

SOCIAL INNOVATION FAST PITCH

6. Community Report and Action Plan

MIG will develop a report based on the findings and results of the community engagement activities. MIG will identify up to three concepts drawn from the community ideas. The report also identifies potential funding sources that could support implementation and serves as an Action Plan that describes how the ideas could be successfully implemented.

Deliverable: Draft Community Report

7. Present Results to Community

MIG will conduct a meeting to present the draft Community Report to the public and receive additional input on the draft findings. MIG will update the report to reflect community input.

Deliverables: Workshop presentation and revised updated report

8. Share Process Results with Plan Consultant

MIG will participate in a meeting via video conference to share the process results and key findings with the consultant hired to prepare the Town Center Specific Plan update.

Deliverable: Participation in meeting and information transfer

9. Present Community Report to City Council.

MIG will present the final report to City Council. MIG will prepare a short presentation and answer questions as needed.

Deliverable: Council presentation



04

Relevant Experience

INNOVATIVE PUBLIC ENGAGEMENT TOOLS

MIG has a proven track record of developing effective community engagement tools that encourage community involvement and provide education for the public to make informed decisions regarding complex planning issues. MIG has designed outreach and education programs encompassing large festivals, pop-up events, tactical urbanism, walking tours, and speakers' bureaus, to name a few.

PROCESS DESIGN AND MANAGEMENT

MIG designs and implements multilevel, community engagement processes aimed at increasing public understanding and participation in local planning processes. The public outreach process is tailored to achieve the desired outcomes and distinctive conditions of each project and program. Our approach to strategic process design evokes creative solutions that lead to measurable outcomes and real change.

STAKEHOLDER ENGAGEMENT

Our team has experience working with elected officials, community leaders, business representatives and other stakeholders to assess potential issues and opportunities that can shape the community engagement process.

STRATEGIC COMMUNICATIONS AND DESIGN

MIG provides high quality written and graphic materials to document processes, create multi-media outreach and informational materials, and to develop training programs and instructional toolkits. We have extensive experience producing attractive and easy-to-understand and use materials to help communicate complex concepts and issues to a wide range of audiences. Our media and communications work cross all media: print, internet, video, and multimedia and is successful in coordinating with larger and overarching branding campaigns.

TECHNOLOGY

To extend to reach of a public involvement campaign, MIG has developed a variety of technology tools that can be applied across numerous platforms. From customized project specific websites, microsites, and portals to web-based survey tools MIG can support a project from inception to project evaluation.

DOCUMENTATION AND PROCESS EVALUATION

MIG brings knowledge of effective tracking tools and processes to ensure efficiency and results. From project initiation MIG establishes goals for the public engagement process and a method for tracking success. This is supported by a protocol to ensure documentation of the process. MIG's final products document key findings and project results.

VIRTUAL FACILITATION

MIG has high level proficiency conducting interactive outreach meetings using virtual tools. MIG is skilled in a wide range of platforms to respond to client needs and preferences. For example, MIG combines video conferencing with a digital white board to generate ideas and identify issues and concerns. Photoshop and Bamboo (a digital drawing app) combined with video conferencing allows for an on-line design charrette to proceed. With the addition of on-line open houses and visual preference surveys, MIG is able to solicit input to support decision making. Screen captures, chat features, and other online tools document results and provide transparency.





Franklin Boulevard Complete Streets

SACRAMENTO, CALIFORNIA

Franklin Boulevard is a high-volume, high-speed arterial with four vehicle travel lanes, a two-way left turn lane, and no bicycle lanes. The roadway carries approximately 19,000 cars per day, and during peak commuting hours, traffic monopolizes the corridor and makes walking and biking difficult. Shade is sorely lacking along Franklin Boulevard during Sacramento's hot summers with only one City-owned street tree along the segment's 1.6-mile length.

The complete street plan for Franklin Boulevard was shaped through significant public outreach to ensure that the final product reflects the needs and voices of the community. This included a walking audit and workshop, business owner stakeholder meetings, multiple community workshops (in English and Spanish) and public meetings and visualizations. The project team installed a temporary "mock-up" demonstration during the annual Franklin Hispanic/Latino Parade, where white striping tape, loaner bikes, and borrowed potted plants from a local nursery were used to mock up a protected bikeway for the community to experience.

The team also attended National Night Out and events at the Maple Neighborhood Center to get feedback from the community on what they need from an effective transportation corridor.

The preferred alternative was selected based on the input from the community about how they wanted to use their street. Beyond simply installing traditional on-street bike lanes, this project proposed raised bikeways, completely separated horizontally and vertically from adjacent traffic and parking cars, which will provide family friendly access to local businesses and restaurants. Planters will shadow the on-street parking and provide extend the City's urban forest into the Franklin district. In 2018, the project was awarded \$3.5M grant from the Sacramento Area Council of Governments to implement the design noting that "the application demonstrated a clear commitment to outreach that was truly community driven. A great deal of time has been put into the project and it is ready to be delivered."



Walnut Residences

FREMONT, CALIFORNIA

MIG provided site master planning, landscape architecture, civil engineering, and community outreach for Carmel Partners, a private development company. The 14-acre site program will include 670 units of multi-family development.

MIG, in collaboration with a multidisciplinary team, is leading key elements of the site design, including streetscape design, landscaping of courtyards and green spaces, and a unique, active large linear park space through the center of the site.

The design includes an innovative placemaking and programming elements, including a play space, creative seating, and flexible plaza spaces for yoga, performances, food trucks, community gatherings, and more. This project is proximal to a major BART station and fosters a new way of incorporating transit-oriented development into the Fremont community.

Other innovations include the site's green infrastructure that will mitigate stormwater runoff such as bioswales, permeable paving, and planters.



Cupertino General Plan Update and Vallco Mall Redevelopment

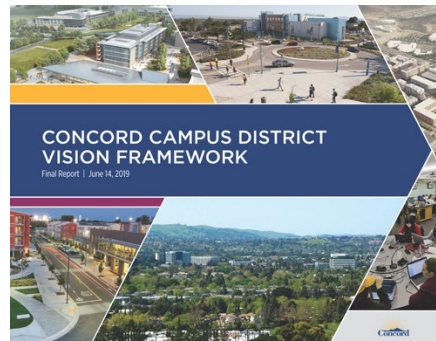
CUPERTINO, CALIFORNIA

As the City's State-mandated General Plan, Community Vision 2015-2040 is the foundation for all planning in Cupertino for the next two decades. For a city that is home to Apple and already offers a high quality of life, it was critical to residents, businesses, property owners, and public officials to ensure that the General Plan preserved the city's strengths and addressed its shortcomings.

MIG brought its full resources in planning, urban design, and community engagement to the project to help revitalize core commercial districts, strengthen residential neighborhoods, and expand community parks and amenities. Working in close collaboration with the City and the community, MIG identified and evaluated nine Special Planning Areas within Cupertino where most future development could be focused.

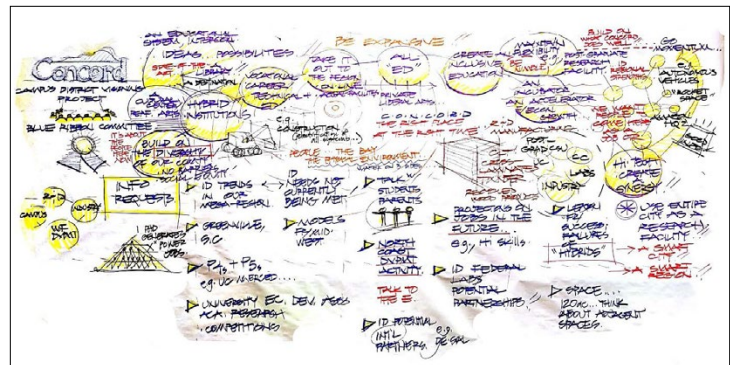
MIG developed economic, design, and mobility strategies for each area, including the aging and underperforming Vallco Shopping Mall. Given the controversial nature of any increased development, MIG conducted a highly robust and interactive engagement process that included over 25 community meetings, presentations, interactive workshops, and online surveys supported by a suite of visualizations and graphics articulating future scenarios.

MIG is currently assisting the City with a technical update to the Vallco Specific Plan. As a key implementation component of the General Plan, the redevelopment of the former Vallco Mall site presents an opportunity to increase housing, provide needed jobs, improve the local economy, and increase community-wide benefits. The current project includes highly interactive and all-digital community events, forums, and workshops to determine a preferred project scenario.



VISION ELEMENT B STRONG PUBLIC-PRIVATE PARTNERSHIPS

There will be strong partnerships with private companies, public institutions, and NGOs/non-profits to support experiential learning, research and development, technology, production, job creation, and workforce development.



Concord Campus District Visioning

CUPERTINO, CALIFORNIA

The economy in the United States and throughout the world is constantly evolving. Traditional academic and career pathways no longer bear the same fruit they did even a generation ago. And the competitiveness for industries to be innovative and attract talented people has never been higher. MIG and the City of Concord led a Blue Ribbon Committee made up of community leaders to thoughtfully discuss the new realities. The Committee analyzed regional and national trends, studied campuses and innovation districts throughout the nation, and formulated a clear vision to strategically support regional economic and higher education through a new campus model—one that combines multiple academic intuitions at various grade levels, research and development, and manufacturing opportunities.

Their work was coalesced in a Campus District Vision Framework organized around the following:

The Need—Create a Concord-based, affordable, and accessible educational campus that serves all academic levels, including competency building and non-traditional students

The Challenge—Identify an approach to campus development and funding that is feasible and achievable, with benefits accruing to students and businesses in Concord and throughout the region

The Opportunity—Partner with existing institutions and businesses to create a campus model that combines one or more academic institutions at multiple grade levels, combined with research and development, civic and cultural venues, and a full spectrum of job-creating land uses

Based on this Vision, the City and local/regional partners will work together to create a campus district that is impactful on the region, nation, and beyond. Building from the Bay Area's culture of innovation, world-class human capital, and unmatched institutional prestige, the project provides a truly unique and once-in-a-lifetime opportunity to create the next generation of academic and industry partnerships. One that is custom designed to serve the needs of the primary users, while also being self-governed to allow for the free flow of ideas, education, and innovation.





CADA Envision O Street Concept Plan

SACRAMENTO, CALIFORNIA

MIG led a detailed design plan encompassing 10 linear blocks in Downtown Sacramento. By capitalizing on two existing light rail stations, several major State office headquarters, and high-density residential developments, this project will activate an often neglected—yet heavily traveled—bicycle and pedestrian corridor in the heart of Sacramento. A healthy and vibrant O Street is imperative for the long-term viability of downtown Sacramento, including the area of downtown north of N Street. O Street connects the State Capitol Campus, State offices, light rail stops, high-density residential projects, and pockets of local retail opportunities. But the lack of a strong connection and identity between these nodes of activity have left O Street feeling empty and uninviting for the many commuters and residents..

MIG has led a multi-agency and stakeholder Advisory Group comprised of staff from CADA, SacRT, City of Sacramento, State Department of General Services, Caltrans, Department of Water Resources, Air Quality Control Board, UC Davis, property owners, and HOA representatives. This group has met frequently and discussed draft concepts and designed through facilitated discussions led by MIG staff. The ultimate product will be a focused, strategic Streetscape Activation and Connectivity Plan that will prioritize improvements, identify viable grant and other funding sources, and position the O Street corridor for major improvements in the coming years.



Salinas Chinatown Revitalization Plan

SALINAS, CALIFORNIA

The Chinatown neighborhood is a physically and socially distinct neighborhood within the City of Salinas. Adjacent but disconnected from the increasingly lively downtown, Chinatown is rich in history but experiencing many modern urban challenges. Divestment, large areas of vacant land, and persistent homeless encampments characterize this formerly vibrant area. At the same time, proposed and planned developments suggest that this district is poised for new investment and renewed vitality.

MIG was hired to create a Chinatown Revitalization Plan that articulates the community's vision and craft a feasible, realistic, and achievable plan for this area. Chinatown presents an incredible opportunity for the City to guide development in this "Community Core" in an inclusive, context-sensitive, and market-feasible manner.

The MIG Team built on work previously done, integrating community groups and working as a neutral community facilitator. We developed placemaking strategies that reflect the unique role this neighborhood played in the history of Salinas, and create a place that invites investment, community interaction, and a range of land uses.

The plan emphasizes the link between mobility and livability to reconnect and revitalize Chinatown, establishing safe, navigable connections between Chinatown and the rest of Salinas to achieve multiple community goals.

References

FRANKLIN BOULEVARD COMPLETE STREETS

Megan E. Johnson, Associate Civil Engineer
Sacramento Department of Public Works
(916) 808-1967
mejohanson@cityofsacramento.org

Dates: 2017 - 2018

WALNUT RESIDENCES

Greg Christopher, Senior Vice President
Carmel Partners
(415) 231-0218
gchristopher@carmelpartners.com

Dates: 2015 - 2017

CUPERTINO GENERAL PLAN UPDATE AND VALLCO MALL REDEVELOPMENT

Piu Ghosh, Principal Planner
City of Cupertino
Community Development Department
(408) 777-3308
PiuG@cupertino.org

Dates: 2013 - 2015

SACRAMENTO RIVER DISTRICT VISION FOR THE FUTURE

Rachel Hazlewood, Senior Project Manager
Sacramento Economic Development Department
(916) 808-8645
rhazlewood@cityofsacramento.org

Dates: 2016 - 2017

CADA ENVISION O STREET CONCEPT PLAN

Marc de la Vergne, Deputy Executive Director
Capitol Area Development Authority
(916) 322-2114 ext.103
mdelavergne@cadanet.org

Project Dates: 2018 - 2019

SALINAS CHINATOWN REVITALIZATION PLAN

Tara Hullinger, Planning Manager
City of Salinas
(831) 758-7407
tarah@ci.salinas.ca.us

Project Dates: 2016 - 2019

Additional Experience

	Translation Services	Facilitation and Mediation	Event Planning and Execution	Collaborative Structure	Communication Plan	Outreach and Notification Plan	Nonprofit Support	Race/Equity	Management Consulting	Grant Writing	Print and Digital Design
River District Vision and Placemaking	•	•	•			•	•	•			•
UC Davis Long Range Development Plan		•	•	•	•	•		•			•
MTC/ABAG Plan Bay Area	•	•	•	•	•	•		•	•		•
Caltrans On-Call Public Participation and Engagement Contract (Various Projects)	•	•	•	•	•	•	•	•	•	•	•
San José Urban Villages		•			•	•		•			•
Mountain View - Belle Haven Visioning		•	•			•		•			•
Mountain View General Plan		•	•			•		•			•
Burlingame General Plan		•	•			•		•			•
Hawthorne Downtown Specific Plan		•	•			•		•		•	•
San Antonio Tomorrow Area Plans	•	•			•	•		•			•
Barrio Logan Community Plan	•	•	•		•	•		•			•
Charlotte 2040 Vision Plan		•	•		•	•		•			•
Boyle Neighborhood Gold Line TOD Plan	•	•	•	•	•	•		•			•
Richmond General Plan	•	•	•	•	•	•		•		•	•
LA Great Streets Projects	•	•	•	•		•	•	•	•	•	•
Salinas Housing and Community Initiatives	•	•				•		•			•
San José Strong Neighborhood Initiatives	•	•		•		•		•			•
San Pablo Avenue Specific Plan	•	•		•		•		•		•	•
San Antonio Hemisfair Complete Streets	•	•	•	•		•		•		•	•
Broadway Equity Streetscape	•	•	•	•	•	•		•		•	•



05

Project Schedule

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
1 Kick-Off Meeting										
2 Background Research										
3 Site Visit										
4 Communications and Engagement Plan										
5 Engagement Activities										
Website										
Photo Activity										
Digital Charette										
Pop-up										
Consider-it										
6 Community Report and Action Plan										
7 Present Results to Community										
8 Share Results with Consultant										
9 Present to City Council										



06

Fee Proposal

		MIG, Inc.												Totals	
		Joan Chaplick Principal in Charge		Noe Noyola Project Manager/ Engagement Specialist		Dan Amsden Senior Planner		Chase Mullen Urban Designer		Ed Canalin Designer		Madelein Salem Graphics and Outreach			Direct Costs
		Hrs@	\$200	Hrs@	\$140	Hrs@	\$165	Hrs@	\$165	Hrs@	\$170	Hrs@	\$100		
1	Kick-Off Meeting	2	\$400	4	\$560	4	\$660	0	\$0	0	\$0	2	\$340	\$0	\$1,960
2	Background Research	1	\$200	8	\$1,120	8	\$1,320	0	\$0	0	\$0	0	\$0	\$0	\$2,640
3	Site Visit	4	\$800	6	\$840	6	\$990	0	\$0	0	\$0	0	\$0	\$100	\$2,730
4	Communications & Engagement Plan	4	\$800	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,360	\$0	\$2,160
5	Engagement Activities	17	\$3,400	72	\$10,080	16	\$2,640	30	\$4,950	12	\$2,040	48	\$8,160	\$500	\$31,770
6	Community Report & Action Plan	1	\$200	0	\$0	0	\$0	0	\$0	1	\$170	0	\$0	\$0	\$370
7	Present Results to Community	4	\$800	8	\$1,120	0	\$0	0	\$0	1	\$170	16	\$2,720	\$0	\$4,810
8	Share Results with Consultant	1	\$200	4	\$560	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$760
9	Present to City Council	0	\$0	4	\$560	4	\$660	0	\$0	0	\$0	9	\$1,530	\$0	\$2,750
Subtotal		34	\$6,800	106	\$14,840	38	\$6,270	30	\$4,950	14	\$2,380	83	\$14,110	\$600	
Total Project Cost															\$49,950



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: December 15, 2020

SUBJECT: DETERMINATION OF COUNCIL COMMITTEE ASSIGNMENTS

RECOMMENDATION

It is recommended the City Council discuss and approve Mayor Wolfe's proposed changes to the various Council ad-hoc and committee assignments for the ensuing year of 2021.

BACKGROUND

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

Attached are two (2) lists:

1. Mayor Wolfe's list of proposed assignment changes, highlighted in **green font**.
2. The current list of City Council sub-committees and associated assignment during 2020. The list was updated (in **red font**) to reflect the elections made at the Council Reorganization Meeting held on December 1, 2020 relative to the chair and vice chair of the Oakhurst Geological Hazard Abatement District (GHAD). The Clayton Financing Authority (CFA) chair and vice chair are automatically filled by the mayor and vice mayor of the City, respectively, per its By-Laws. The Trails and Landscaping liaison is Vice Mayor per its policies.

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

DISCUSSION

By consensus of the Clayton City Council, it has been recommended to eliminate the ad hoc Audit Committee consisting of the entire City Council; and go back to appointment of two members of the City Council to serve on the ad hoc Budget/Audit committee.

Attachments: 1. Mayor Wolfe's proposed assignments for 2021. (2 pages)
 2. City Council current Committee Assignments - 2020. (2 pages)
 3. *Council Guidelines and Procedures*. (2 pages)

CITY COUNCIL ASSIGNMENTS STANDING/AD-HOC COMMITTEES/LIAISONS

CITY OF CLAYTON 2021

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

Economic Development Committee	Peter Cloven/Jeff Wan Alternate: Carl Wolfe
Endeavor Hall Marketing Committee	Jim Diaz, Carl Wolfe Alternate: Holly Tillman
Garbage & Recycling Committee	Jim Diaz, Holly Tillman
Interview Committees:	
a. Planning Commission applicants	City Council
b. Trails and Landscaping Committee applicants	Vice Mayor Peter Cloven Jeff Wan
Clayton Library Foundation Liaison	Holly Tillman Alternate: Peter Cloven
Mayors' Conference – Contra Costa County	Mayor & Council
Mt. Diablo School District Liaison Committee	Jeff Wan, Holly Tillman Alternate: Carl Wolfe
Oakhurst Geological Hazard Abatement District [GHAD]	Chair – Holly Tillman Vice Chair – Peter Cloven
Ad hoc Public Safety Committee	Jim Diaz/Holly Tillman
Trails and Landscaping Committee (TLC) Liaison	Vice Mayor Peter Cloven Alternate: Jeff Wan
TRANSPAC	Peter Cloven Alternate: Carl Wolfe

* * * * *

Revised: 01 July 2020
Original Adoption: 17 December 2004

CITY COUNCIL ASSIGNMENTS STANDING/AD-HOC COMMITTEES/LIAISONS

CITY OF CLAYTON 2020

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

Endeavor Hall Marketing Committee

Jim Diaz, Carl Wolfe
Alternate: Jeff Wan

Garbage & Recycling Committee

Jim Diaz, Tuija Catalano

Interview Committees:

a. Planning Commission applicants

City Council

b. Trails and Landscaping Committee applicants

Vice Mayor Peter Cloven
Tuija Catalano

Clayton Library Foundation Liaison

Jeff Wan
Alternate: Tuija Catalano
Alternate: Julie Pierce

Mayors' Conference – Contra Costa County

Mayor & Council

Mt. Diablo School District Liaison Committee

Jeff Wan, Tuija Catalano
Alternate: Julie Pierce

Oakhurst Geological Hazard Abatement District [GHAD]

Chair – Holly Tillman
Vice Chair – Peter Cloven

Public Safety Committee

Carl Wolfe
Tuija Catalano

Trails and Landscaping Committee (TLC) Liaison

Vice Mayor Peter Cloven
Alternate: Tuija Catalano

TRANSPAC

Julie Pierce
Alternate: Carl Wolfe

“Unsung Heroes” Program Committee

Tuija Catalano; Carl Wolfe

* * * * *

Revised: 02 December 2020
Original Adoption: 17 December 2004

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

C. COUNCIL INTERACTION AND COMMUNICATION

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

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

D. COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

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