



AGENDA

REGULAR JOINT MEETINGS

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

* * *

TUESDAY, December 1, 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: Julie Pierce
Vice Mayor: Jeff Wan

Council Members
Tuija Catalano
Jim Diaz
Carl Wolfe

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

Instructions for Virtual City Council Meeting – December 1

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_8HF1fp4OTkOe8pBgW7LSHQ

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_8HF1fp4OTkOe8pBgW7LSHQ

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 1, 2020

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

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 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.

[\(View Here\)](#)

(b) Approve the minutes of the City Council's regular meeting of November 17, 2020.

[\(View Here\)](#)

(c) Award of Contract to Emergency Planning Consultants to provide professional services in preparing a Hazard Mitigation Plan. (Community Development Director and City Engineer) [\(View Here\)](#)

(c) Adopt a Resolution certifying the results of canvass of returns in the 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) [\(View Here\)](#)

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

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

Mayor Julie Pierce and Councilmember Tuija Catalano.

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

Jim Diaz, Peter Cloven and Letecia "Holly" Tillman
(City Clerk)

7. ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL

- (a) Election of Mayor by the City Council ([View Here](#))
[Vice Mayor Wan, to conduct the election]
- (b) Election of Vice Mayor by the City Council
[Newly-elected Mayor to conduct the election]
- (c) Recognitions and remarks by new Mayor and Council Members.

8. REPORTS

- (a) Planning Commission – No meeting held.
- (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.

9. 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.

10. PUBLIC HEARINGS – None.

11. ACTION ITEMS – None.

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

13. CLOSED SESSION – None.

14. ADJOURNMENT

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

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
December 1, 2020

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

2. PUBLIC COMMENTS

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

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

3. CONSENT CALENDAR

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

- (a) Approve the Board of Directors' minutes for its regular meeting August 4, 2020.
([View Here](#))

4. ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS

- (a) Nominations and election of Chair (Chair Wan to conduct the election) ([View here](#))
(b) Nominations and election of Vice Chair (New Chair to conduct the election).

5. PUBLIC HEARINGS - None.

6. ACTION ITEMS – None.

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

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

#



Agenda Date: 12-01-2020

Agenda Item: 3a

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: December 1, 2020

SUBJECT: Informational only – 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.

The City has a franchise agreement with Republic Services to provide Refuse/Recycling services for the City of Clayton. Refuse and Recycling services are mandated pursuant to State and County Health and Safety codes and the California's Department of Resources Recycling and Recovery (CalRecycle).

In order to cover cost increases the hauler encounters (i.e. labor, equipment, fuel, landfill and recycling disposal costs) the franchise agreement (Amendment No 2., Section 3, allows the hauler to adjust rates annually in January by no more than 90% of the Consumer Price Index (CPI) – All Urban Consumers – for the San Francisco Bay Area. The agreement stipulates that regardless of the CPI they shall at least receive a minimum 1%, and in no case shall rates exceed a 5% annual CPI increase.

The CPI for Oct. 2019 - Oct. 2020 was posted on or about November 13, 2020 by the US Department of Labor Bureau of Labor Statistics at 1.10% (non-seasonally adjusted). Therefore, 90% of 1.10% yields an increase of .99%; however the agreement stipulates that regardless of the CPI they shall at least receive a minimum 1%, and in no case shall rates exceed a 5% annual CPI increase. Therefore the increase shall be 1%. There is no action needed by the City Council as the rate increase terms are covered by the Franchise Agreement. Customers will receive notification regarding in advance of the increase. The December/January invoice is billed at the old rate, with information about the new rates effective January 1 that will apply on the February/March invoice.

Attachments:

- A). Letter dated November 25, 2020 from Republic Services regarding CPI increase.
- B). U.S. Dept. of Labor Statistics – All Urban Consumers CPI - San Francisco Bay Area (San Francisco-Oakland-Hayward): Oct. 2019 to Oct. 2020
- C). Section 3 of Second Amendment to Franchise Agreement re: CPI increase
- D). Existing rates and rates effective January 1, 2021



441 North Boulevard, Suite 100, Fremont, CA 94538
925-825-4000 or 1-877-540-7100 | www.republicservices.com

November 16, 2020

Ms. Fran Robustelli
Interim City Manager
6000 Heritage Trail
Clayton, CA 94517

Dear Ms. Robustelli:

Republic Services is providing notification of our intention to adjust the residential and commercial refuse collection rates by the corresponding percentage change in the Consumer Price Index (CPI) – All Urban Consumers – for San Francisco-Oakland-San Jose Bay Area through October 2020. I have attached a copy of the U.S. Department of Labor Statistics CPI calculations. The CPI increase is 1.10%.

We are allowed 90% of the CPI for 2021 so the rate increase will be .99%. However, Amendment No 2., Section 3, allows the hauler to adjust rates annually in January by no more than 90% of the Consumer Price Index (CPI) – All Urban Consumers – for the San Francisco Bay Area. The agreement stipulates that regardless of the CPI they shall at least receive a minimum 1%, and in no case shall rates exceed a 5% annual CPI increase. So the 1% rate adjustment will take effect on January 1, 2021.

A copy of the historic data is attached for verification purposes. A bill message will be on the December invoice.

Feel free to contact Susan Hurl, Municipal Business Manager, 925-671-5804, if you have any questions.

Sincerely,


Evan Boyd

Area Director Operations, West

ATTACHMENT A

Bureau of Labor Statistics

Consumer Price Index - All Urban Consumers Original Data Value
12- Month Percent Change

Series Id: CUURA422SA0 , CUUSA422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100
Years: 2009 to 2020

[http s:// data .bls.gov/ timeseries/ CUURS49BSA0](http://data.bls.gov/timeseries/CUURS49BSA0)

Year	Oct
2009	0.1
2010	0.9
2011	3.2
2012	3.2
2013	1.6
2014	3.2
2015	2.6
2016	3.6
2017	2.7
2018	4.4
2019	3.0
2020	1.1

Source: Bureau of Labor Statistics

Generated on: November 18, 2020 (05:16:40 PM)

2. Section 4 of the Agreement is amended in its entirety effective immediately to read as follows:

Administrative Services and Franchise Fees: Community Enhancement Fee. Effective the next collector billing cycle for customer services in Clayton following approval of this amended Agreement, and as consideration for this franchise granted by City for use of its public rights of way, and to partially reimburse the City for its costs in overseeing this agreement and for services and programs pertaining thereto, Collector shall pay to the City a total annual franchise fee of ten percent (10%) of Collector's gross receipts from customer services provided under this Agreement to residential, commercial and industrial customers within the City limits of Clayton. The franchise fee shall be paid quarterly within 30 thirty (30) days after the end of each calendar quarter and shall be based upon actual gross receipts of Collector for the proceeding calendar quarter.

As further consideration for the extension of the Term of the Agreement, Collector shall, by January 15, 2013, pay to the City a Community Enhancement Fee in the amount of \$100,000.

3. Section 6 of the Agreement is amended to insert the following new paragraph at the end of 6.A.:

Effective the next collector billing cycle for customer services in Clayton following approval of this amended Agreement, Collector will charge up to the maximum service rates as set forth in Exhibit A attached hereto. Commencing effective on January 1, 2013, and every January 1st thereafter during the Term, the Collector's maximum monthly collection rates inclusive of landfill fees shall be increased automatically by an amount equal to ninety percent (90%) of the percentage increase in the Consumer Price Index for the San Francisco Bay Area- All Urban Consumers (base year: 1982-84) during the most recent twelve month period prior to the January 1 rate adjustment date for which such data is available ("CPI"), subject to the following minimum guaranteed rate increase and the maximum rate cap: regardless of the actual applicable change in the CPI, Collector shall receive at least a one percent (1%) increase in its rates every January 1st and Contractor's rates shall not increase more than five percent (5%) at any such annual CPI adjustment.

4. Section 7 of the Agreement is replaced and amended to read in its entirety:

7. Landfill Capacity. Collector agrees to reserve and provide disposal capacity at the Keller Canyon Landfill for all Solid Waste and Yard Waste collected within the franchise area during the term of this Agreement.

5. Section 9 of the Agreement shall be amended to add a new sentence at the end as follows:

Any collection vehicles that are replaced during the term of the Agreement shall be replaced with collection vehicles that use Natural Gas fuel.

Republic Services Rates - One time/Week Collection Service

All Include Recycling 64 gal and 96 gal Yardwaste and monthly street sweeping fee

Extra or Upsize Recycling and Yardwaste carts at no charge

Rate Increase applied only to refuse/recycling Collection cost

Street Sweeping is separate by contractor, Republic bills & collects on their behalf

Monthly Cost - Invoice statements processed Bi-Monthly. Double to arrive at Actual Billing Amount

Cart Size	Current Monthly Rate (Includes \$1/Street Sweeping)	1% Increase to Collection cost, excluding Street Sweeping	New Monthly Rate, effective Jan 1, to show on Feb/Mar Statement
96 Gallon	\$ 47.85	\$ 0.47	\$ 48.32
64 Gallon	\$ 43.94	\$ 0.43	\$ 44.37
32 Gallon	\$ 30.29	\$ 0.29	\$ 30.58
20 Gallon	\$ 28.63	\$ 0.28	\$ 28.91

November 19, 2020

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

TUESDAY, November 17, 2020

Agenda Date: 12-01-2020

Agenda Item: 3b

6:00 P.M.

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:00 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, and Wolfe. Councilmembers absent: Councilmember Diaz. Staff present: City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

2. **CLOSED SESSION**
 - A. Public Employment/Appointment
Government Code section 54957
Title: City Manager

 - B. Conference with Labor Negotiator
Government Code section 54957.6
Agency Designated Representatives: Mayor Pierce and Vice Mayor Wan
Unrepresented Employee: City Manager

 - C. Conference with Legal Counsel – Existing Litigation
Government Code section 54956.9(d)(1)
Aman Pohyar vs. City of Clayton
Contra Costa Superior Court - Case No. C20-02167

- Short Recess -

* * * * *

7:00 P.M.

3. **RECALL TO ORDER THE CITY COUNCIL** – The meeting was recalled to order at 7:01 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, Finance Director Paul Rodrigues, Community Development Director Matthew Feske, Assistant to the City Manager Laura Hoffmeister, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

REPORT OUT OF CLOSED SESSION

Mayor Pierce reported there was no reportable action.

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

5. CONSENT CALENDAR

Mayor Pierce recused herself from item 5(f).

Vice Mayor Wan asked questions on items 5(d), 5(e), and 5(g).

By consensus, the City Council pulled item 5(d); directing staff to resubmit this item at the December 1 City Council meeting.

By consensus of the City Council, item 5(e) was amended only to approve the competitive procurement procedures completed by another public agency.

Vice Mayor Wan expressed concern of the investment return being less than 25%. Finance Director Paul Rodrigues clarified the City is \$3,000.00 over the projected budget.

It was moved by Vice Mayor Wan, seconded by Councilmember Diaz, to approve the Consent Calendar items 5(a) – 5(c), 5(e) as amended, and 5(g) and 5(h) as submitted. (Passed 5-0; vote).

It was moved by Vice Mayor Wan, seconded by Councilmember Diaz, to approve Consent Calendar item 5(f) as submitted. (Passed 4-0; vote).

- (a) Approved the minutes of the City Council's regular meeting of October 20, 2020 and City Council Special Meetings of October 22, 2020, October 23, 2020, October 27, 2020 and November 2, 2020. (City Clerk)
- (b) Approved the Financial Demands and Obligations of the City. (Finance)
- (c) Approved the denial of a liability claim filed against the City by Ms. Jessica Raska and authorize the City Clerk to send the Notice of Rejection. (City Clerk)
- (d) Award of Contract to Emergency Planning Consultants to provide professional services in preparing a Hazard Mitigation Plan. (City Engineer/Community Development Director)
- (e) Adopted Resolution No. 54-2020 amending the Purchasing Guidelines Policy to allow the use of other municipal agencies procurement processes for purposes of acceptance of contracts for the same types of services (City Manager)
- (f) Adopted Resolution No. 55-2020 Approving Amendment No. 1 to the Lease Agreement with the Clayton Historical Society for use of City owned property for the Clayton Museum and Garden Plaza Located at 6101 Main Street. (Assistant to the City Manager)
- (g) First Quarter Ending September 30, 2020 FY 2020-21 Investment Portfolio Report and Annual Review of City Investment Policy. (Finance Director)
- (h) Approved Proposed Schedule for Calendar Year 2021 Saturday "Concerts in The Grove" Series, Provided County/State Health Regulations Will Allow. (City Clerk)

6. RECOGNITIONS AND PRESENTATIONS

- (a) A Proclamation in Appreciation of Frances "Fran" Robustelli for her term as interim City Manager.

Mayor Pierce read the Proclamation.

Interim City Manager Fran Robustelli thanked the City Council for the opportunity.

Councilmember Diaz thanked Fran for her service to the Clayton community.

- (b) Proclamations honoring Robert "Bob" Hoyer and Richard "Dick" Ellis for receiving the title "President Emeritus" and being bestowed with the "Clayton Historical Society Stewardship Award" at the Clayton Historical Society Annual Meeting on November 12, 2020.

Mayor Pierce read the Proclamations.

Councilmember Diaz said a few words about Dick Ellis and Bob Hoyer.

- (c) A Proclamation honoring Rory Richmond with the Clayton Historical Society's "Special Recognition" award at their meeting on November 12, 2020.

Mayor Pierce read the Proclamation.

Councilmember Wolfe, Councilmember Catalano and Councilmember Diaz noted Rory Richmond's many contributions to the Clayton community.

- (d) A Proclamation declaring November 30 – December 6, 2020 as "United Against Hate Week".

Mayor Pierce read the Proclamation and thanked Councilmember Catalano for bringing this item to her attention.

Vice Mayor Wan suggested an edit to the first Whereas.

7. REPORTS

- (a) Planning Commission – Chair AJ Chippero stated at the Commission's meeting of November 10, 2020, they continued the Public Hearing to December 22 for the Oak Creek Development. The Planning Commission cancelled its November 23 meeting and the Planning Commission meeting, their December 8 meeting will include a Public Hearing on the Diablo Meadows project. Mr. Chippero also thanked Fran Robustelli, Julie Pierce and Tuija Catalano for their service to the Clayton community and congratulated Councilmember Diaz on his re-election to the Clayton City Council.

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

- (c) City Manager/Staff

Interim City Manager Fran Robustelli reminded the community that Contra Costa County is back to the purple tier noting most indoor capacities have been reduced and non-essential businesses are closed. She encouraged interested parties to visit the Contra Costa County Health Department website for more specific information to what is restricted.

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

Vice Mayor Wan attended the Closed Session meetings of the City Council, emailed/called constituents, and attended a meeting of a local elected group forming regarding response to RHNA requirements.

Councilmember Wolfe emailed/called constituents, met with the Interim City Manager, attended the virtual Cal Matters Mayors Conference, attended the Closed Session meetings of the City Council, met with the Neighborhood Watch Captain of Peacock Creek, and attended the Public Safety ad-hoc committee meeting regarding Kelok/Keller Ridge and recent hit and run incident. He further noted the Police Chief is researching ideas brought up during the Public Safety ad-hoc committee meeting. He also noted the flags downtown are the responsibility of the City and will be replaced with new flags by Memorial Day.

Councilmember Diaz attended the Closed Session meetings of the City Council, the virtual Contra Costa County Mayors' Conference, noted November 10 was the 245th Anniversary of the Marine Corps, met with the Interim City Manager and Police Chief, and observed the Public Safety ad-hoc committee meeting.

Councilmember Catalano attended the Closed Session meetings of the City Council, and attended the Public Safety ad-hoc committee meeting.

Mayor Pierce attended a few virtual Contra Costa Transportation Authority meetings, several virtual Association of Bay Area Governments meetings, the Closed Session meetings of the City Council, the Administration of Projects Committee meeting of the Contra Costa Transportation Authority, the Contra Costa County Mayors' Conference, and a virtual meeting of Transportation Partnership and Cooperation of Central Contra Costa (TRANSPAC).

8. PUBLIC COMMENT ON NON - AGENDA ITEMS

Pete Laurence expressed his support of the recognitions for Bob Hoyer and Dick Ellis to the Clayton community. He also thanked Mayor Julie Pierce for her hard work and service to the Clayton community and the region. He additionally thanked Councilmember Tuija Catalano for her service to the Clayton community.

Mayor Pierce closed public comment.

9. PUBLIC HEARINGS – None.

10. ACTION ITEMS

- (a) Formation of Ad Hoc Committee to Review June 30, 2020 Draft Financial Statements.
(Finance Director)

Finance Director Paul Rodrigues presented the report.

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

It was moved by Mayor Pierce, seconded by Councilmember Catalano, to appoint Vice Mayor Jeff Wan and Councilmember Carl Wolfe to an Ad Hoc Committee to Meet and Review the Annual June 30, 2020 Draft Financial Statements. (Passed 5-0; vote).

- (b) Adopt a Resolution approving the City Master Fee Schedule for FY 2020-21 regarding certain fees for user-benefit municipal services and rental of City facilities. (Finance Director)

Finance Director Paul Rodrigues presented the report.

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

It was moved by Councilmember Catalano, seconded by Councilmember Wolfe, to Adopt Resolution No. 56-2020, Amending the City Master Fee Schedule for Certain User-Benefit, Regulatory, and Rental City Services and Activities. (Passed 5-0; vote).

- (c) Consideration of Adopting a Resolution Establishing a City of Clayton Legislative Policy (Assistant to the City Manager)

Assistant to the City Manager Laura Hoffmeister presented the report.

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

Councilmember Catalano recommended an update to Resolution in the 4th whereas clause to include "staffs ability to serve Clayton residents"; on the policy document Exhibit "A" to acknowledge it is not the intent of the City opine on every Legislation and it is essentially the intent of this policy to advocate on matters that are of importance to Clayton and its residents, and position papers to be used only when they are constructive and effective.

It was moved by Councilmember Diaz, seconded by Councilmember Catalano, to Adopt Resolution No. 57-2020, Approving a Legislative Policy for the City of Clayton. (Passed 5-0; vote).

- (d) Authorize the Mayor to Execute the City Manager Employment Agreement. (City Attorney)

Mayor Pierce presented the report.

Mayor Pierce opened the item to public comment; no comments were offered.

It was moved by Councilmember Catalano, seconded by Councilmember Wolfe, to authorize the Mayor to Execute the City Manager Employment Agreement with Reina Schwartz. (Passed 5-0; vote).

Mayor Pierce opened the item to public comment; no comments were offered

11. COUNCIL ITEMS

Mayor Pierce congratulated Leteica "Holly" Tillman, Peter Cloven, and Jim Diaz to their election to the Clayton City Council. She also thanked Councilmember Tuija Catalano for her service to the Clayton community.

12. ADJOURNMENT— on call by Mayor Pierce, the City Council adjourned its meeting at 8:34 p.m.

The next regularly scheduled meeting of the City Council will be December 1, 2020.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Julie Pierce, Mayor

#



Agenda Date: 12-01-2020

Agenda Item: 3c

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Fran Robostelli, Interim City Manager

By: Matthew Feske, Community Development Director
Scoot Alman, City Engineer

DATE: December 1, 2020

SUBJECT: Award of Contract to Emergency Planning Consultants to provide professional services in preparing a Hazard Mitigation Plan.

RECOMMENDATION

It is recommended that the City Council:

1. Award a contract to Emergency Planning Consultants (EPC) to provide professional services to prepare a Hazard Mitigation Plan, not to exceed an amount of \$67,500 without City Council authorization;
2. Approve said Agreement for one (1) year beginning December 1, 2020 and expiring on January 31, 2021, with a one (1) year extension if needed;
3. Reject all other proposals;
4. Authorize the City Manager to execute and administer said Agreement in substantially the form attached, and in such final form as approved by the City Attorney;

BACKGROUND

The Federal Emergency Management Agency (FEMA) requires that State, tribal and local governments develop and adopt Hazard Mitigation Plans to receive certain types of non-emergency disaster assistance, including funding for mitigation projects. Local governments must update their Hazard Mitigation Plan(s) and submit them for FEMA review and approval every five (5) years to qualify for eligibility of funding.

The City of Clayton has previously been a participant in the Association of Bay Area Governments (ABAG) Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) beginning in 2006. The ABAG Resilience Program created a process that supports local governments in planning for existing hazards and preparing for future hazards due to climate change. ABAG helped with the update and development of the hazard mitigation and climate adaptation plan. They integrated hazard mitigation planning, which focused on historic risks, with climate adaptation planning, which focused on future risks. This effort provided guidance and a unified strategy that would support community sustainability and resilience in the event of an emergency. With ABAG, as the lead agency, hazard mitigation strategies were created and participants made recommendations, comments and changes on the MJHMP strategies. With ABAG's MJHMP as the template, the City developed a Local Hazard Mitigation Plan (LHMP) specific to the needs and potential emergency projects the City may need to undertake.

The City opted out of a 2017 Countywide LHMP/Annex and intends to establish a stand-alone LHMP with CalOES/FEMA using the consultant selected from those responding to this Request for Proposal (RFP).

The City of Clayton plans to create the City's first stand-alone Local Hazard Mitigation Plan (LHMP) through CalOES/FEMA. An LHMP identifies the hazards a community or region faces, assesses their vulnerability to those hazards and identifies specific actions that can be taken to mitigate, manage and reduce the risk from those hazards. The Federal Disaster Mitigation Act of 2000 (DMA 2000) outlines a process which cities, counties, and special districts follow to develop an LHMP. Development of this plan is a requirement for certain benefits from CalOES and FEMA.

DISCUSSION

Request for Proposals (RFP)

In anticipation of the preparation of the Hazard Mitigation Plan, Staff circulated an RFP on October 1, 2020 soliciting proposals from consulting firms, groups, or individuals specializing in the preparation of such plans. The RFP was circulated requesting qualifications to prepare a Local Hazard Mitigation Plan for 2022-2027.

The City received four (4) proposals by the October 23, 2020 deadline, as identified in Table 1.

Table 1. RFP Participants

KJ Consultants	\$93,000
Emergency Planning Consultants	\$67,500
Risk Management Professionals	\$31,525
Integrated Solutions Consulting	Unknown

Staff evaluated all submitted proposals based on the criteria in the RFP, and determined Emergency Planning Consultants was the most responsive, responsible and competitive bid.

Therefore, based on the above-mentioned information, Staff recommends that the City Council award a contract to Emergency Planning Consultants.

FISCAL IMPACTS

The Local Hazard Mitigation Plan was not originally budgeted for the FY 2020-21 or FY 2021-22. However, it is anticipated that no additional funding outside of the grant will be required and the grant required contingency will be fully accounted for with staff time that is already part of the approved FY2021-22 budget.

ATTACHMENTS

1. Professional Services Agreement [34 pp.]
2. Emergency Planning Consultants Proposal [20 pp.]

ATTACHMENT A

CITY OF CLAYTON PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of December 1, 2020 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Emergency Planning Consultants (EPC), a SOLE PROPRIETORSHIP with its principal place of business at 3665 Ethan Allen Avenue, San Diego, CA 92117 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Preparation of a Local Hazard Mitigation Plan (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B".

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$67,500. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within two hundred ten (210) calendar days. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and

shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

This section not used.

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Clayton
6000 Heritage Trail

CONSULTANT:
Emergency Planning Consultants
3665 Ethan Allen Avenue

Clayton, CA 94517

Attn: City Engineer

San Diego, CA 92117

Attn: Carolyn Harshman

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND EMERGENCY PLANNING CONSULTANTS (EPC)**

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

CITY OF CLAYTON

Emergency Planning Consultants

By: _____
Fran Robustelli
City Manager

By: _____
Carolyn Harshman
Owner/President

ATTEST:

By: _____
Janet Calderon
City Clerk

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

ATTACHMENT B



October 20, 2020

This is a response to the City of Clayton's Request for Proposal (RFP) to prepare its first stand-alone Local Hazard Mitigation Plan (LHMP). Emergency Planning Consultants (EPC) has written more than 112 FEMA-approved hazard mitigation plans as well as another 30+ in the plan writing or formal review phase.

Hazard mitigation planning has been at the very core of "recovery planning" for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities includes projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks has greatly reduced damages and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as "insurance" or a "good investment", there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved LHMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for LHMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City of Clayton City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery. Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation in California having written more plans and the most FEMA-approved plans (112 to date).

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants.

Respectfully,

A handwritten signature in black ink, appearing to read "Carolyn J. Harshman".

Carolyn J. Harshman, CEM
Owner and President
Emergency Planning Consultants
epc@pacbell.net
www.carolynharshman.com

PROJECT APPROACH AND SCHEDULE OF WORK

At present, the City of Clayton is not in compliance with DMA 2000 and therefore not eligible to complete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. In order to accomplish eligibility, a FEMA-approved Hazard Mitigation Plan must be developed that accomplishes the following:

The intent of DMA 2000 is three-fold:

- a) To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning.
- b) To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical.
- c) To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

To meet all of those objectives, FEMA developed a "checklist" for use by the State and Federal reviewers. The Region IX Local Hazard Mitigation Plan Review Tool (FEMA Review Tool) includes the following tasks:

- Element A: Planning Process
- Element B: Hazard Identification and Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Review, Evaluation, and Implementation
- Element E: Plan Adoption (by City Council)

It is important to note that it is especially important to hire a firm with an extensive history of preparing FEMA-approved Hazard Mitigation Plans. Without adequate experience, it would not be unusual to spend as much time in the "Cal OES and FEMA review phase" as in preparing the actual plan. EPC prepares approvable plans and in the event a Cal OES or FEMA reviewer disagrees, knows how to discuss the difference in interpretation to gain approval. Specific strategies for accomplishing Element A-E are discussed below in **Methodology and Quality Control**.

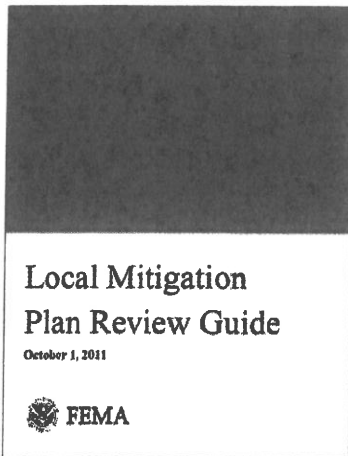
Methodology and Quality Control

Preparation of the Hazard Mitigation Plan will incorporate all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of "interpretations" by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. State and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and "interpretations" so goes into the review process as aligned as possible. All said, the key to a successful review is to be certain that every required component is clearly marked in the plan and on the FEMA Review Tool.

Nothing can replace EPC's years of experience and track record at facilitating and writing FEMA-approved Hazard Mitigation Plans. This experience has also prepared us for any

unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, and participating in the adoption meeting. EPC prides itself on working closely with the jurisdiction's Point of Contact to bend and adjust to the content, format, and scheduling needs.

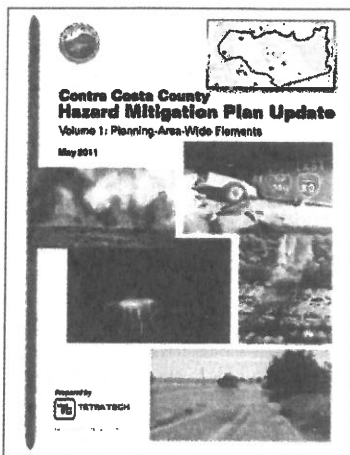
Planning Process



Preparation of the Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, and the Local Mitigation Planning Handbook published March 2013. Building on those materials and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Planning Tools** have been developed by EPC that will significantly decrease the amount of jurisdictional staff time required for completion of the LHMP. EPC developed these tools during preparation of the 2014 update to the County of

Los Angeles All-Hazards Mitigation Plan.

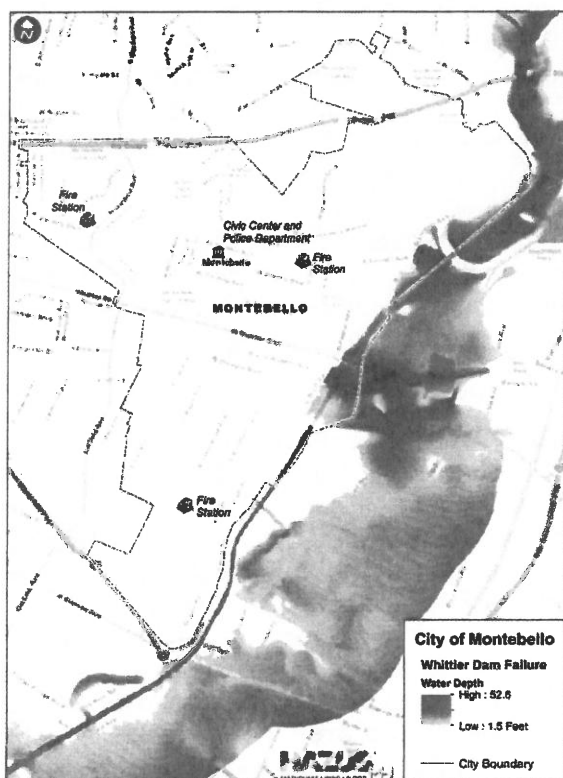


- **Risk and Vulnerability Assessment** includes preparing the Hazard Identification, Risk Assessment, and Vulnerability Analysis portion of the Hazard Mitigation Plan. EPC will build off of the Risk Assessment in the 2011 Contra Costa County Hazard Mitigation Plan Update as well as the 2018 State of California Multi-Hazard Mitigation Plan. Additionally, the City of Clayton 2000 General Plan – Safety Element and the Emergency Operations Plan will be reviewed for hazard and risk-related information as well as history of previous occurrences. EPC also maintains a broad range of resources for information regarding historical disasters. The EPC Team will base its research on the hazards on those as identified in the California Multi-Hazard Mitigation Plan. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment

in the LHMP will include hazard-specific chapters including EPC-produced hazard maps showing location of critical and essential facilities and HAZUS-MH (see below).

- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile will reflect the history and unique characteristics of the community.
- **Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.

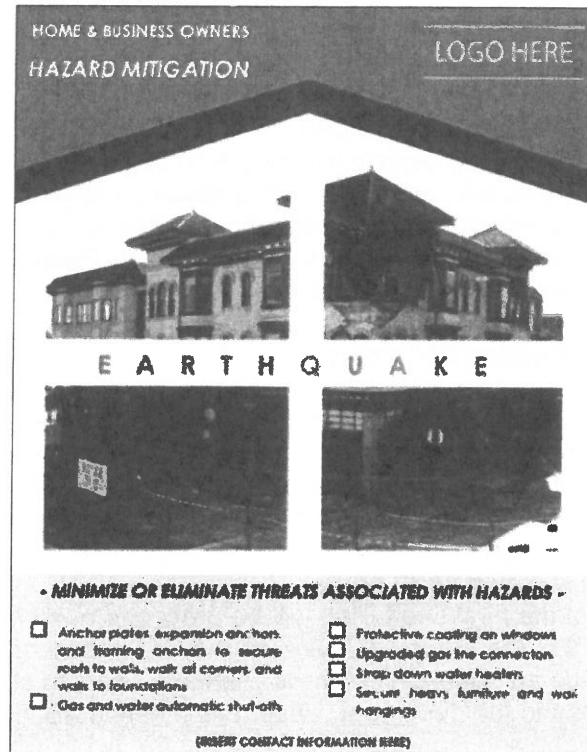
- **HAZUS-MH** (Hazards United States – Multi-Hazard) is software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunamis. EPC will provide a total of ten HAZUS-MH Level 2 maps and reports – 6 earthquake scenarios and 4 flood scenarios. The scenarios will be selected by the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g. San Andreas Fault - Northern). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a very detailed report on impacts to people, structures, infrastructure, and utilities. A sample HAZUS-MH flood map prepared by EPC is shown below:



- **Capability Assessment** includes a list of the programs (budgets, facility improvement plans), policies, and personnel available to each of the participating jurisdictions to complete the Mitigation Strategy.
- **Mitigation Strategy** is the comprehensive list of each existing and future mitigation action item for the jurisdiction. The Planning Team members will be relied on to identify the jurisdiction's ongoing mitigation action (e.g. tree trimming before a storm, etc.) while ideas for the future will be drawn from the General Plan-Safety Element and Capital Improvement Program along with ideas from the Planning Team members. During this brainstorming process, members will be encouraged to think through the various hazards and come up with projects and programs that could be funded through HMGP and other pre- and post-disaster funding mechanisms. EPC Tools will facilitate this process. FEMA regulations, each of the mitigation action items will include a description of the action item, identification of coordinating department, timeline, priority, cost, benefit, goals accomplished, impacts to new and existing structures, and planning tools for implementation. EPC will present simple tools for ranking cost and benefit. The resulting Mitigation Actions Matrix is the very core of the mitigation planning process and

will include action planning tools to be used by the Planning Team during the implementation process.

- **First Draft LHMP** will be distributed in advance of Planning Team Meeting #5. Corrections and contributions will be added to create the Second Draft Plan. This is version that will be made available to the general public, external agencies, and other stakeholders.
- **Community Outreach** will be discussed at the Planning Team Meeting #1. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the Plan during the "plan writing process".
 - Numerous methods including social media will be utilized to announce the availability of the Second Draft Plan and the opportunity to provide input. In addition to encouraging participation in contributing to the Second Draft Plan, EPC will provide the following community outreach tools:
 - Distribution of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- **Planning Team**

The Planning Team will consist of representatives from the City as well as contracted providers of service. As participants are selected, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and construction/maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the meetings. At this point in time, the meetings will be planned for virtual deliveries via EPC's GoToMeeting account or other service providers as determined by the City.

- **Planning Team Meeting #1 (2 hours)**

- The purpose of the first meeting is to provide a general overview of the project, timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and discuss opportunities for public participation.
 - Initial review of hazards.

- **Planning Team Meeting #2 (2 hours)**

- The purpose of the second meeting is to review best practices in hazard mitigation and examine opportunities to integrate the mitigation plan with the City's existing development policies included in the General Plan and other regulatory documents.

- **Planning Team Meeting #3 (2 hours)**

- The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing existing mitigation activities along with developing mitigation action items for the future. EPC will work in advance of the meeting to review the General Plan-Safety Element, Annual Budget, and Capital Improvement Program in order to capture any already identified mitigation-related projects.

- **Planning Team Meeting #4 (2 hours)**

- The purpose of the third meeting is to continue to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying existing and future mitigation actions.

- **Planning Team Meeting #5 (2 hours)**

- Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team via the City's Point of Contact. The meeting will provide an opportunity for the Planning Team to share comments and corrections to the document. Also, this meeting will include a discussion on preparations and logistics for conducting the public participation process and soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.

- **General Public and External Agency Input**

FEMA requires the Second Draft Plan be made available to the general public and external agencies (e.g. adjoining jurisdictions, servicing special districts, etc.). EPC recommends posting the Second Draft Plan on the City's website and using existing notification methods perhaps including a newsletter or other means to inform the general public of the Plan's availability. As for the external agencies, EPC will provide email content for distribution to the various agencies (not yet including Cal OES and FEMA)

including a link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan.

- **Finalization** will include sending the Third Draft to Cal OES along with a cover letter and completed FEMA Review Tool. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Plan to FEMA for review and issuance of an Approval Pending Adoption. As with the review by Cal OES, EPC will complete any DMA 2000-justified revisions while being certain to protect the City from unfair and unjustified revisions. EPC guarantees the LHMP will receive an Approval Pending Adoption. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council for adoption. EPC will prepare a staff report and resolution. EPC President Carolyn Harshman will be available for the presentation to the City Council should that be desired. Following the meeting, proof of adoption will be forwarded to FEMA. FEMA will then send an email and letter of Final Approval which will be incorporated into the Final Plan. EPC will continue to lead the planning process until the Final Approval is received from FEMA, proof of adoption by the decision maker body is submitted to FEMA, and said documents are incorporated into the Final Plan. As identified in the RFP, EPC will provide all plan copies as identified.

Project Schedule

Task	October 2020	November	December	January 2021	February	March	April	May	June	July
Research										
Research for Risk Assessment	X	X								
Prepare HAZUS	X	X								
Plan Writing										
First, Second, Third, and Final Drafts, Final Plan		X	X	X	X	X	X	X	X	X
Planning Team Meetings										
Meeting #1 LHMP Overview and Initial Hazard Briefing		X								
Meeting #2 Best Practices and Plan Integration		X								
Meeting #3 HAZUS and Mitigation Action Items		X								
Meeting #4 Mitigation Action Items			X							
Meeting #5 Review First Draft Plan			X							
Community Outreach										
Encouraging Public Participation in Mitigation Activities				X						
General Public and External Agencies Input to Present Second Draft Plan				X						
Adoption and Approval of Plan										
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.				X	X	X	X	X		
Receive FEMA's Approval Pending Adoption								X		
Post and Conduct City Council Meeting to Adopt the Final Draft Plan and submit Proof of Adoption to FEMA									X	
Receive FEMA Final Approval									X	
Incorporate FEMA Final Approval into Final Plan									X	

STATEMENT OF QUALIFICATIONS

Emergency Planning Consultants offers a full range of emergency management professional services including plans, training, and exercises to various forms of government. A complete listing of clients and services is included later in this section.

Emergency Planning Consultants was established in 1997 through the City of San Diego and filing for a "Doing Business As" through the County of San Diego. EPC's only employee is owner and sole proprietor, Carolyn J. Harshman. As needed, EPC tasks independent contractors to provide services including hazard research, mapping, graphics, and document design. The company's location is in San Diego, California. Ms. Harshman maintains a Certified Emergency Manager designation that requires 5-year updates through the International Association of Emergency Managers, a non-profit professional association.

The EPC Project Team selected for this project is the perfect balance of subject matter expertise, background, and local knowledge. Following are introductions to the EPC Team members.



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the Owner and President of Emergency Planning Consultants and will serve as the Project Manager and Principal Planner. Preparing a Hazard Mitigation

Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the Project Manager to the designee at the City of Clayton and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating at all Planning Team meetings and the City Council. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and contributions from EPC independent contractors, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Emergency Services. There she updated the County's Emergency Operations Plan and also served as the Hazards Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans and providing mandated trainings. In 1996, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot deliveries for the Comprehensive Preparedness Guide (CPG) 101. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals. Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a

Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee from 2006-2011, Chair of the Leadership Symposium from 2011-2013, Chair of the Membership & Marketing Committee from 2014-2016, President of IAEM- USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories) and presently Second Vice President for IAEM-USA.

Ms. Harshman's resume is an attachment to this proposal.



Name: Alex L. Fritzler

Education: Bachelor of Arts – Business Administration

Professional Affiliations: California Emergency Services Association

Alex Fritzler is a part-time EPC staff member serving as the Lead Research and Mapping Analyst. He will be responsible for hazard and demographic research, writing, technical services, graphics, data analysis, and mapping services in support to the EPC Team. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans since joining EPC in 2010.



Name: Megan R. Fritzler

Education: Bachelor of Science – Liberal Arts

Megan Fritzler is a part-time EPC staff member serving as the Hazard Research and Plan Writing Analyst. She is responsible for hazard and demographic research and writing in support of hazard mitigation plans. To date, Megan has assisted with the preparation of eight local government hazard mitigation plans including three in the FEMA review phase: Los Angeles Metro, Morongo Unified School District, and Sonoma County Office of Education.

EPC Qualifications

Following is EPC's List of Clients and Projects. EPC began work on Hazard Mitigation Plans in 2005 when FEMA first required the development of plans.

Emergency Planning Consultants Client and Project List

	Scope of Work
Federal Government	
Federal Emergency Management Agency (FEMA)	Course design and deliveries for FEMA's Emergency Management Institute
National Disaster Preparedness Training Center (NDPTC-University of Hawaii)	Course design and deliveries of Advanced Disaster Recovery Course, Leveraging Tools for Conducting Damage Assessments, Coastal Community Resilience, Community Planning for Disaster Recovery
State Governments	
California	Office of Emergency Services: Multi-Hazard Functional Plan Template, California Specialized Training Institute: Course deliveries
Indiana	Comprehensive Emergency Management Plan (CEMP) Template, Facilitated completion of CEMP for 15 Indiana Counties
Missouri	HSEEP agro-terrorism functional exercise, HSEEP regional WMD exercises
New Hampshire	State Operations Plan, EOC Standard Operating Procedures
Hawaii	Department of Education: Grant writing - Readiness and Emergency Management for Schools Grant (2008), State Civil Defense: Course and exercise deliveries
City and County Governments	
City of Anaheim	Update Hazard Mitigation Plan
City of Bellflower	Hazard Mitigation, Grant Writing, Update Hazard Mitigation, Update General Plan Safety Element and Technical Background Report, Update Emergency Operations Plan
City of Bradbury	Hazard Mitigation Plan
City of Buena Park	Hazard Mitigation Plan, Update Emergency Operations Plan
City of Carlsbad	Emergency Operations Plan, EOC Trainings and Exercises, Full-Scale Active Shooter Exercise (multi-jurisdictional law enforcement event)
City of Carson	Hazard Mitigation Plan
City of Cerritos	Hazard Mitigation Plan
City of Chula Vista	Pre-Disaster Recovery Plan
City of Claremont	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Continuity of Operations Plan
City of Coachella	EOC Tabletop Exercise
City of Compton	Hazard Mitigation Plan, Update Hazard Mitigation Plan

City of Covina	Hazard Mitigation Plan, Emergency Operations Plan, Update Hazard Mitigation Plan
City of Duarte	Update Hazard Mitigation Plan
City of El Monte	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of El Segundo	Hazard Mitigation Plan
City of Glendora	Hazard Mitigation Plan, SEMS EOC Course
City of Hawaiian Gardens	Hazard Mitigation Plan
City of Hermosa Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Emergency Operations Plan
City of Hesperia	EOC Trainings and Functional Exercise
City of Huntington Park	Hazard Mitigation Plan
City of Indio	Incident Command System 300 and 400 Training Courses, EOC Section-Specific Training
City of Irwindale	Update Hazard Mitigation Plan
City of La Habra Heights	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of La Mirada	Hazard Mitigation Plan
City of La Puente	Update Hazard Mitigation Plan, Update Emergency Operations Plan, EOC Training
City of Lakewood	Update Emergency Operations Plan
City of Lomita	Update Hazard Mitigation Plan, Update Emergency Operations Plan
City of Long Beach	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Emergency Operations Plan, Continuity of Operations Plan
City of Lynwood	Hazard Mitigation Plan
City of Manhattan Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Training and Exercises
City of Palos Verdes Estates	Emergency Operations Plan, Continuity of Operations Plan, Training and Exercises
City of Rancho Cucamonga	Emergency Operations Plan, Continuity of Operations Plan, Continuity of Government Plan, EOC Training and Exercises
City of Rancho Palos Verdes	Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Multi-Jurisdictional Hazard Mitigation Plan, Continuity of Operations Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rolling Hills	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Rolling Hills Estates	Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan

City of Rosemead	Update Hazard Mitigation Plan
City of San Fernando	Update Hazard Mitigation Plan
City of Santa Ana	Update Emergency Operations Plan, Update Hazard Mitigation Plan
City of Santa Fe Springs	Hazard Mitigation Plan
City of Sierra Madre	Update Hazard Mitigation Plan
City of Signal Hill	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of South El Monte	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of South Gate	Hazard Mitigation Plan
City of Twentynine Palms	Update Hazard Mitigation Plan
City of Upland	Emergency Operations Plan, EOC Training and Exercises, EOC Design
City of Vernon	Hazard Mitigation Plan
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District	Hazard Mitigation Plan
City of Whittier	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Hazard Mitigation Plan
County of San Bernardino	Exercise Evaluator, EOC Course deliveries, SEMS Introduction Online Course
County of San Diego	Multi-Hazard Functional Plan, Emergency Management Contracted Services
County of Los Angeles	Update Hazard Mitigation Plan, Emergency Management Contracted Services
Town of Yucca Valley	Hazard Mitigation Plan, Update Hazard Mitigation Plan
Educational Institutions	
Chula Vista Elementary School District	Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Exercises
Covina-Valley Unified School District	Hazard Mitigation Plan, District Hazard Analysis, Needs & Capability Assessment
East Whittier City Elementary School District	Hazard Mitigation Plan
El Camino Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Trainings and Exercises
El Segundo Unified School District	Hazard Mitigation Plan

Granite School District (Salt Lake City, Utah)	Hazard Mitigation Plan
Little Lake City Elementary School District	Hazard Mitigation Plan
Los Angeles Unified School District	Update Hazard Mitigation Plan
Los Nietos Elementary School District	Hazard Mitigation Plan
Morongo Unified School District	Comprehensive Emergency Management Program – District Emergency Operations Plan, Site Emergency Plans, Site Assessments, EOC and Site Training and Exercises, Hazard Mitigation Plan
Mountains Recreation Conservation Authority	Hazard Mitigation Plan
Palomar Community College District	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, EOC and Site Training and Exercises
Palos Verdes Peninsula Unified School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Diego Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, EOC and Site Trainings and Exercises, Risk/Vulnerability Assessments
San Diego Unified School District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, 200 Site Functional Exercises, EOC Functional Exercises, Full-Scale Active Shooter Exercise, EOC Section-Specific Training and Tabletop Exercise
Santa Clara County Office of Education	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, Site Safety Assessments, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises
Sonoma County Office of Education	Multi-Jurisdictional Hazard Mitigation Plan including SCOE and 40 School Districts
South Whittier School District	Hazard Mitigation Plan
Southwestern Community College District	District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises, Grant Writing, Hazard Mitigation Plan
Whittier City School District	Hazard Mitigation Plan
Whittier Union High School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Bernardino Community College District	Update Hazard Mitigation Plan

Utility and Transit Providers	
Antelope Valley Transit Authority	Hazard Mitigation Plan, EOC/Field Functional Exercise, Security and Emergency Preparedness Plan, EOC/Field Functional Exercise, ICS and EOC Training
Cucamonga Valley Water District	Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Jurupa Community Services District	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Risk and Resilience Assessment
Los Angeles County Metropolitan Transportation Organization (Metro)	Hazard Mitigation Plan
Omnitrans	Hazard Mitigation Plan, Update System Security Emergency Response Preparedness Plan, Update Emergency Procedures, Deliver ICS Trainings, Exercises, Update Hazard Mitigation Plan
Non-Profit Organizations	
The Old Globe Theatre	Site Emergency Response Plan

References

Each of the projects below started in either late 2018 or early 2019. Many other projects available for references also including start dates in 2020.

Client Name / Project Description	Point of Contact	Service Area (square miles)	Phone	Public Involvement	Project Status
City of Duarte Update Hazard Mitigation Plan (2020)	Mr. Jason Golding, Planning Division Manager	6.7	(626) 357-7931 x231	Community Outreach – web based	Completed
Morongo Unified School District Hazard Mitigation Plan, Emergency Operations Plan	Mr. David Daniels, Director of Facilities and Maintenance	1,300	760 367-9191 x4231	Community Outreach – web based	Third Draft Plan reviewed by Cal OES and forwarded to FEMA
Cucamonga Valley Water District Update Hazard Mitigation Plan (2020)	Ms. Rossana Ammari, Risk Management Analyst	50	(909) 987-2591 x7404	Community Outreach – web based	Completed

City of Walnut, San Antonio Community College District, Walnut Valley Unified School District Update Multi-Jurisdiction Hazard Mitigation Plan	Ms. Joelle Guerra, City of Walnut Senior Management Analyst	212	(909) 595-7543 x405	Community Outreach – web based	Completed
City of Long Beach 2017 Hazard Mitigation Plan, 2017 Emergency Operations Plan, 2018 Continuity of Operations Plan	Mr. Reggie Harrison, Director of Disaster Preparedness and Emergency Communications	51	(562) 570-9460	Community Outreach – web based	Completed
* All projects were completed on time and within budget.					

Cost Proposal

Task	Staff Assigned CH (\$250/hr) AF (\$150/hr) MF (\$100/hr)	Cost
Research		
Research for Risk Assessment	CH 14 hrs MF 80 hrs	\$11,500
Prepare HAZUS	CH 16 hrs AF 40 hrs	\$10,000
Plan Writing		
First Draft, Second Draft, Third Draft, Final Draft, Final	CH 48 hrs MF 80 hrs	\$20,000
Planning Team Meetings		
Meeting #1	CH 16 hrs	\$4,000
Meeting #2	CH 16 hrs	\$4,000
Meeting #3	CH 16 hrs	\$4,000
Meeting #4	CH 16 hrs	\$4,000
Meeting #5	CH 16 hrs	\$4,000
Community Outreach		
Encourage Public Participation in Household and Business Mitigation Activities		\$0
External Agencies Provide Input to Second Draft Plan (includes inclusion of input into the Third Draft Plan)	CH 4 hrs	\$1,000
Adoption and Approval of Plan		
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.	CH 16 hrs	\$4,000
Receive FEMA's Approval Pending Adoption		\$0
Post and Conduct City Council Meeting to Adopt the Final Draft Plan (includes staff report, resolution, PowerPoint presentation materials)	CH 4 hrs	\$1,000
Submit Proof of Adoption to FEMA		\$0
Receive FEMA Final Approval		\$0
Incorporate FEMA Final Approval into Final Plan (includes 5 hard copies to City of Long Beach)		\$0
Project Management		
Monthly Meetings with City's Point of Contact		\$0
Not to Exceed Total		\$67,500
Note: RFP "Optional Tasks" including Hazards maps and Vulnerability Analysis are already included in EPCs proposal. In addition, for no additional charges, EPC will coordinate the LHMP update with the City's update to the General Plan Safety Element.		

Attachment: Harshman Resume

Carolyn J. Harshman, MPA, CEM
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Fax: (858) 483-2862
E-Mail: epc@pacbell.net
Web: www.carolynharshman.com

CAROLYN J. HARSHMAN, MPA, CEM

E D U C A T I O N

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977
BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

C E R T I F I C A T I O N

Certified Emergency Manager (CEM), International Association of Emergency Managers

E X P E R I E N C E

President (1984 to Present), *Emergency Planning Consultants*, San Diego, California. Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security - FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); City of Bellflower (hazard mitigation plan, emergency operations plans, general plan safety element); City of Upland (comprehensive program of plans, training, and exercises); City of Rancho Cucamonga (comprehensive program of plans, training, and exercises); City of Rancho Palos Verdes (comprehensive program of plans, training, and exercises); City of Clayton (emergency operations plan); City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive

program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Santa Clara Office of Education (comprehensive program of plans, training, and exercises); Southwestern Community College District (comprehensive program of plans, training, and exercises) and numerous other local governments, school districts, and other government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses. Exercise services have included full-scale/field exercises (8), functional exercises (250), and tabletops (1,500).

Faculty (1984 to Present), *National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.*

Senior Projects Manager (1995 to 1996), *Southeastern Economic Development Corporation*, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.

Director of Training & Development (1987 to 1995), *City of San Diego*, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.

City Planner (1985 to 1987), *City of San Diego Planning Department*, San Diego, California.

Operations Officer (1982 to 1985), *County of San Diego Office of Disaster Preparedness*, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.

Regional Land Use Planner (1977 to 1982), *County of San Diego Department of Planning and Land Use*, San Diego, California.

SPECIAL RECOGNITION

National StormReady Board, U.S. National Weather Service, Member, 2008-present

FEMA Emergency Management Institute

Advisory Group on Emergency Planning, 2005-present

National Emergency Management Executive Academy, First Cadre, 2012-2013

International Association of Emergency Managers (IAEM), Member, 1996-present

IAEM - USA First Vice President 2020-2021

IAEM-USA Second Vice President 2019-2020

IAEM-USA Region 9 President 2016-2017, 2017-2018, 2018-2019

Membership & Marketing Chair 2014, 2015

Leadership Symposium Chair 2012, 2013
Conference Committee Chair 2006, 2007, 2008, 2009, 2010, 2011
California State Representative 2004, 2005, 2006, 2007, 2008, 2009
Speaker, 1998 Annual Conference
Topic: *Standardized Emergency Management System 101*
Topic: *Grassroots Recovery – The Recovery Task Force*
Speaker, 1997 Annual Conference
Topic: *Creative Financing Techniques for Hazard Mitigation*
Speaker, 2012 Annual Conference
Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*
Speaker, 2016 Annual Conference
Topic: *Demystifying Pre-Disaster Recovery Planning*
Speaker, 2017 Annual Conference
Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*
Speaker, 2018 Annual Conference
Topic: *Will You Win or Lose at the Game of Debris Management?*

California Emergency Services Association (CESA), Member, 2000-present
Webinar Speaker, March 2015
Topic: *Optimizing Opportunities for Mitigation*
Speaker, October 2015
Topic: *Demystifying Pre-Disaster Recovery Planning*
Speaker, 2018 Annual Conference
Topic: *Will You Win or Lose at the Game of Debris Management?*

National Hazard Mitigation Association (NHMA), Member, 2017-present



Agenda Date: 12-01-2020

Agenda Item: 3d

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: December 1, 2020

SUBJECT: Adopt a Resolution approving the results of canvass of returns in the November 2020 Clayton General Municipal Election declaring three Citizens elected to the City Council of Clayton, California for full four-year terms of office.

RECOMMENDATION

By Consent Calendar minute motion, adopt a Resolution declaring the Contra Costa County Elections Office's results of canvass of returns in the November 2020 General Municipal Election has resulted in three citizens elected to the City Council of Clayton, California for full four-year terms of office:

BACKGROUND

Since the 2020 General Election resulted in a larger and more complex ballot, and greater voter participation, the official canvassing process will be completed on November 30, 2020, within 30 days of the election, as required by Election Code 15372(a). The Contra Costa County Elections Department will have the Certification of the Official Results ready after 12:00 p.m. on November 30, with those results available for in-person pick-up by each city clerk. The final official canvas information will be benched for Council approval the evening of December 1.

FISCAL IMPACT

None.

Attachment: City Resolution with Exhibit A [2 pp.]

RESOLUTION NO. -2020

**A RESOLUTION APPROVING THE RESULTS OF CANVASS OF RETURNS IN
THE 2020 CLAYTON GENERAL MUNICIPAL ELECTION AND DECLARING THREE
CITIZENS ELECTED TO THE CITY COUNCIL OF THE CITY OF CLAYTON**

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

WHEREAS, a duly noticed Clayton General Municipal Election was held in the City of Clayton on November 3, 2020 for the purpose of voting for candidates for three (3) full-term offices of Council Member on the City Council of the City of Clayton; and

WHEREAS, following the canvass of returns by the Contra Costa County Clerk and receipt of his report by the City Clerk, the City Council met in a regular public meeting on December 1, 2020 to consider the canvassed returns of the election pursuant to and accordance with applicable provisions of the California Elections Code; and

WHEREAS, the City Council finds that there were seven precincts in the City of Clayton established for holding the November 2020 General Municipal Election; and

WHEREAS, the City Council finds that the number of ballots cast in the City of Clayton at the General Municipal Election as of November 20, 2020 is 7,744, a 89.27% turnout; and

WHEREAS, the City Council finds that the names of the persons voted for and the number of votes given said persons in the Clayton General Municipal Election at each of the above noted precincts and by absentee ballot as candidates for the offices of Council Member on the Clayton City Council and the total votes cast for each candidate, are as set forth in the computer printout by the Contra Costa County Election Department, attached hereto as "Exhibit A" and incorporated herein by such reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clayton, California that the following candidates (listed in order of most votes) for the three available elected offices of Council Member of the City Council of the City of Clayton did receive the three highest number of votes as shown on "Exhibit A", and are herewith declared to be the three (3) Council Members duly elected to serve on the Clayton City Council for a four-year term of office and until the results of the November 2024 General Municipal election are canvassed and accepted:

CANDIDATE

CANDIDATE

CANDIDATE

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 1st day of December 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST:

Janet Calderon, City Clerk

CITY OF CLAYTON, MEMBER, CITY COUNCIL (Vote for 3)

Precincts Reported: 0 of 7 (0.00%)

	Vote By Mail	In-Person	Total	
Times Cast	6,976	768	7,744 / 8,675	89.27%

Candidate	Party	Vote By Mail	In-Person	Total	
JIM DIAZ		3,220	462	3,682	19.41%
PETER CLOVEN		3,219	229	3,448	18.18%
LETECIA "HOLLY" TILLMAN		3,072	190	3,262	17.20%
FRANK GAVIDIA		2,567	403	2,970	15.66%
GLENN D. MILLER		2,480	361	2,841	14.98%
TUIJA CATALANO		2,608	159	2,767	14.59%
Total Votes		17,166	1,804	18,970	

CITY OF CONCORD, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Precincts Reported: 0 of 20 (0.00%)

	Vote By Mail	In-Person	Total	
Times Cast	11,030	1,145	12,175 / 15,080	80.74%

Candidate	Party	Vote By Mail	In-Person	Total	
CARLYN OBRINGER		4,502	335	4,837	43.80%
HOPE JOHNSON		2,571	205	2,776	25.14%
HARMESH KUMAR		1,622	162	1,784	16.16%
TRISTAN PIPER		782	163	945	8.56%
PAUL R. WOOD		591	110	701	6.35%
Total Votes		10,068	975	11,043	

CITY OF CONCORD, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

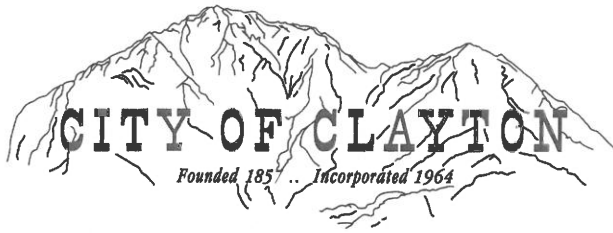
Precincts Reported: 0 of 22 (0.00%)

	Vote By Mail	In-Person	Total	
Times Cast	12,144	1,300	13,444 / 15,952	84.28%

Candidate	Party	Vote By Mail	In-Person	Total	
EDI BIRSAN		8,933	768	9,701	100.00%
Total Votes		8,933	768	9,701	

Agenda Date: 12-01-2020

Agenda Item: 7a



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: City Clerk

DATE: December 1, 2020

SUBJECT: NOMINATION AND ELECTION OF MAYOR AND VICE MAYOR

RECOMMENDATION

It is recommended the City Council elect its Mayor and Vice Mayor for the one-year term of office (2021) to commence the evening of December 1, 2020.

BACKGROUND

Pursuant to Section F.4. – Mayor Selection, of the *Council Guidelines and Practices* (page 4, copy attached), the Mayorship and Vice Mayorship are one-year terms of office in the City of Clayton. The Clayton electorate does not directly elect its mayor or vice mayor. The election of its officers from within the membership of the City council commences each year at the first regularly-scheduled Council meeting each December.

Mayor Julie Pierce and Vice Mayor Jeff Wan were elected to their current Council offices at a City Council regular public meeting held December 3, 2019. The following table lists those serving as mayor over the last eighteen (18) years:

2020	Julie Pierce	2011	David Shuey
2019	Tuija Catalano	2010	Hank Stratford
2018	Keith Haydon	2009	Julie Pierce
2017	Jim Diaz	2008	Gregory Manning
2016	Howard Geller	2007	William Walcutt
2015	David Shuey	2006	David Shuey
2014	Hank Stratford	2005	Gregory Manning
2013	Julie Pierce	2004	Julie Pierce
2012	Howard Geller	2003	Pete Laurence

NOMINATION AND ELECTION PROCEDURES

Pursuant to Chapter 2.04 – Council Meetings of the *Clayton Municipal Code*, our City use the most recent version of *Robert's Rules of Order* to govern the conduct of City business meetings.

To assist in the procedure of nominating and selecting the next mayor and vice mayor at this meeting, the following rules* have been extracted and summarized below:

1. The nomination/election of the next Mayor is to be conducted by Mayor Catalano. Once the new Mayor is elected, that member of City Council immediately presides and conducts the remainder of the business items on the agenda, including the City Council's election of its Vice Mayor to serve a 1-year term of office commencing the evening of December 3, 2019.
2. The method of nomination in this respect is an "open nomination" solely by and from within the membership of the presently-seated Clayton City Council. Nomination cannot be accepted from members of the public.
3. No "second" is required for nomination, although sometimes one or more members will "second" a nomination to indicate endorsement.
4. In no event may any one member nominate more persons than there are offices to fill in the respective selection.
5. When it appear no one else wishes to make a nomination, the chair of the meeting asks one (1) final time if there are additional nominations. If there is a no response, the chair then declares...*"the nomination for [Mayor or Vice Mayor, as applicable] is closed."*

It is unnecessary to have a motion to officially close the nomination; yet, if such a motion is made, that motion then requires an affirmative 2/3rd vote of the Council present [4 or 5]. After nominations are closed, a majority vote is required to re-open it.
6. Nominees are voted on in the order in which they are nominated. As soon as one of the nominees receives a majority vote [in this case, 3 or more votes]. The chair then declares that person elected to that respective office, and no vote is taken on the remaining nominee(s).

MAYOR SELECTION CRITERIA

In accordance with the adopted Council Guidelines and Procedures [February 2007], the City Council established six (6) guidelines pertaining to the annual selection of its Mayor. Reference is made to the attachment of this Staff Report for review of those Guidelines.

FISCAL IMPACT

No financial impact. The offices of Mayor and Vice Mayor receive the same monthly stipend as other members of the City Council.

Attachment: Page 4 of Council Guidelines and Procedures [1 pg.]

*Reference: Chapter XIV- Nominations and Elections, *Robert's Rules of Order* [RONR, 10th Edition, pp. 418-43]

2. Staff in General.

- a. Council may make reasonable requests for information directly from Department Heads.
- b. An informal system of direct communication with staff is used but not abused by Council.
- c. Staff will inform Council immediately when an unusual event occurs that the public would be concerned about [e.g., major vehicular accidents; major police activities; areas cordoned off by police or fire, etc.].
- d. The Council and staff will not intentionally blind side each other in public; if there is an issue or a question a Council Member has regarding an agenda item, that Member will contact staff prior to the meeting.

E. COUNCIL RESPONSIBILITIES FOR KEEPING INFORMED

1. Read Commission minutes and staff reports to find out issues being addressed.
2. Read documents on planning items.
3. Read City Manager "goal updates" list for Council.
4. Do homework diligently and thoroughly.

F. MAYOR SELECTION

1. Election to Vice Mayor and Mayor requires supporting votes of three (3) Council Members, but in the interest of harmony unanimous consensus is to be sought and encouraged.
2. Any Council Member wanting or not wanting a role has a responsibility to tell all other Members.
3. As far as possible and until otherwise decided, Council Members will take turns as Mayor.
4. Mayorsip will be a one-year term, commencing with the first meeting in December.
5. Selection of a Mayor is not a lock-step system. The Vice Mayor is generally expected to ascend to Mayor.
6. All Council Members are peers, and the Mayor and Vice Mayor serve at the pleasure of the Council.

MINUTES
REGULAR MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

August 4, 2020

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 7:30 p.m. by Chairperson Jeff Wan. Board Members present: Chairperson Wan, Vice Chair Diaz, Board Members Catalano, Pierce and Wolfe. Board Members absent: None. Staff present: Interim City Manager Fran Robustelli, GHAD District Manager Scott Alman, General Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR** – It was moved by Board Member Catalano, seconded by Board Member Pierce, to approve the Consent Calendar as submitted. (Passed; 5-0 vote).

(a) Approved the Board of Directors' minutes for its regular meeting on July 21, 2020.

4. **PUBLIC HEARINGS**

(a) Continued Noticed Public Hearing to consider the Geological Hazard Abatement District (GHAD) proposed real property tax assessments for Fiscal Year 2020-2021.

GHAD District Manager Scott Alman presented the report.

Following questions by Board Members, Chair Wan opened this item to public comment.

Kim Newman inquired on the assessments are established on each of the units.

GHAD District Manager Scott Alman advised the amounts are based on the benefits and risks on each area with each owner paying their share.

Board Member Pierce added the assessments were established in 1988 and in 2000 it was voted to add the Cost of Living Index on the assessments. Which require ratification each year.

Nancy Topp asked if the General Manager line item is an annual expense.

GHAD District Manager Scott Alman advised it is an annual expense available in the GHAD Budget Report on the City's website.

Nancy Topp also expressed support in increasing the amount in the future for the protection of the slopes.

Chair Wan closed public comment

It was moved by Board Member Wolfe, seconded by Board Member Catalano to Adopt GHAD Resolution 02-2020 Ordering Improvements and Confirming Real Property Assessments for Fiscal Year 2020-21. (Passed; 5-0).

5. **ACTION ITEMS** – None.

7. **BOARD ITEMS** – None.

8. **ADJOURNMENT** - on call by Chairperson Wan the Board meeting adjourned at 7:54 p.m.

#

Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Jeff Wan, Chairperson

Agenda Date: 12-01-2020

Agenda Item: 4agnad

GHAD REPORT

TO: HONORABLE CHAIRMAN AND BOARDMEMBERS

FROM: Secretary

DATE: December 1, 2020

SUBJECT: SELECTION OF CHAIR AND VICE CHAIR FOR 2021

RECOMMENDATION

It is recommended the Board of Directors select a new Chair and Vice Chair for next year (2021).

BACKGROUND

Similar to the Clayton City Council's annual reorganization, the Board of Directors of the Oakhurst Geological Hazard Abatement District (GHAD) annually changes its chair and vice chair.

Since its December 3, 2019 Board meeting, Board Member Jeff Wan has served as Chairman of GHAD with Board Member Jim Diaz serving as its Vice Chair. At this time, the Board should conduct the nomination and selection of its chair and vice chair to serve for the next twelve months. In recent years the following individuals have served as officers of GHAD:

	<u>Chair</u>	<u>Vice Chair</u>
2020	Jeff Wan	Jim Diaz
2019	Carl Wolfe	Jeff Wan
2018	Tuija Catalano	Jim Diaz
2017	David Shuey	Tuija Catalano
2016	Keith Haydon	Jim Diaz
2015	Howard Geller	Keith Haydon
2014	Jim Diaz	Howard Geller
2013	David Shuey	Jim Diaz
2012	Hank Stratford	Joe Medrano
2011	Hank Stratford	Joe Medrano
2010	Howard Geller	David Shuey

FISCAL IMPACT

None. Board Members do not receive any stipend for their time and effort expended in these offices.