



# **AGENDA**

## **REGULAR MEETING**

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## **CLAYTON CITY COUNCIL**

\* \* \*

**TUESDAY, March 16, 2021**

**7:00 P.M.**

### **\*\*\* NEW LOCATION\*\*\***

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

**Mayor:** Carl Wolfe

**Vice Mayor:** Peter Cloven

#### **Council Members**

Jim Diaz

Holly Tillman

Jeff Wan

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review on the City's website at [www.ci.clayton.ca.us](http://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](http://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](http://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 – March 16

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

To follow or participate in the meeting:

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

[https://us02web.zoom.us/webinar/register/WN\\_bVlD0Hu8Q\\_qaj8HU0uQ23A](https://us02web.zoom.us/webinar/register/WN_bVlD0Hu8Q_qaj8HU0uQ23A)

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

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

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

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

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### Location:

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

To join this virtual meeting on-line click here:

[https://us02web.zoom.us/webinar/register/WN\\_bVlD0Hu8Q\\_qaj8HU0uQ23A](https://us02web.zoom.us/webinar/register/WN_bVlD0Hu8Q_qaj8HU0uQ23A)

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

# **\* CITY COUNCIL \***

**March 16, 2021**

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

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

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

4. **CONSENT CALENDAR**

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

- (a) Approve the minutes of the City Council’s regular meeting of March 2, 2021. (City Clerk) ([View Here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View Here](#))
- (c) Adopt a Resolution Approving Three Contracts for the Purchase and Outfitting of Two New 2021 Ford Police Interceptor Utility Patrol Vehicles to Replace Existing Ford Patrol Vehicles, and Declaring Two 2011 Ford Patrol Vehicles (Unit Numbers 1734 & 1736) as Surplus to City’s Needs (Police Chief) ([View Here](#))
- (d) Approval of 2021 “Classic Car Show & DJ” Wednesday series at the City Parking Lot on Main Street. (Councilmember Diaz) ([View Here](#))
- (e) Informational report on Clayton Community Church Project. (City Manager) ([View Here](#))
- (f) Adopt a Resolution Approving Agreement No. 63062 With the California Franchise Tax Board Allowing the City of Clayton to Enter into a Reciprocal Agreement to Exchange Tax Data Specific to City Business License Information for Mutual Tax Administration and Collection Purposes, and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Clayton, CA. (Finance Director) ([View Here](#))

5. **RECOGNITIONS AND PRESENTATIONS**

- (a) Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Integrity” during the month of March 2021. (Mayor Wolfe) ([View Here](#))

- (b) A Proclamation declaring March 2021 as “American Red Cross Awareness Month” in the City of Clayton. (Mayor Wolfe) ([View Here](#))

**6. REPORTS**

- (a) Planning Commission – Report of March 9, 2021 meeting.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

**7. PUBLIC COMMENT ON NON - AGENDA ITEMS**

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

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

**8. PUBLIC HEARINGS – None.**

**9. ACTION ITEMS**

- (a) Adopt a Resolution Adopting the City of Clayton's Salary Schedule Effective January 1, 2021 in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule. (City Manager) ([View Here](#))
- (b) Authorize Release of a Request for Proposal (RFP) for the Housing Element Update (City Manager) ([View Here](#))

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

**11. CLOSED SESSION – None.**

**12. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be April 6, 2021.

# # # # #

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

**TUESDAY, March 2, 2021**

**7:00 P.M.                      REGULAR PUBLIC MEETING**

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:00 p.m. by Mayor Wolfe on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Wolfe, Vice Mayor Cloven, and Councilmembers Diaz, Tillman, and Wan. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, Community Development Director Matthew Feske, Finance Director Paul Rodrigues, Assistant to the City Manager Laura Hoffmeister, City Attorney Mala Subramanian and City Clerk/HR Manager Janet Calderon.
  
2. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.
  
3. **CONSENT CALENDAR**  
  
Councilmember Diaz thanked City Manager Schwartz for answering his questions relating to the Best, Best, and Krieger charges in the Financial Obligations item.  
  
**It was moved by Councilmember Diaz, seconded by Councilmember Tillman, to approve the Consent Calendar items 3(a) - 3(f) as submitted. (Passed 5-0).**
  - (a) Approved the minutes of the City Council's regular meeting of February 16, 2021. (City Clerk)
  - (b) Approved the Financial Demands and Obligations of the City. (Finance)
  - (c) Adopted Resolution No. 06-2021 appointing One Citizen to the Trails and Landscaping Committee for term of office commencing March 2, 2021 through December 31, 2022. (City Clerk)
  - (d) Adopted Resolution No. 07-2021 Review of the City's Annual Report on the Development Fees for the Fiscal Year Ending June 30, 2020 in Compliance with the Reporting Requirements of Section 66006 of the California Government Code (AB 1600) (Finance Director)
  - (e) The naming of the RORY RICHMOND MEMORIAL GARDEN. (Community Development Director)

- (f) Ratification of Letter Requesting Support for Proposed Federal Reconciliation Bill on Phase V COVID-19 Pandemic Economic Stimulus Relief Financial Assistance for Local Cities/Government (City Manager)

#### **4. RECOGNITIONS AND PRESENTATIONS**

- (a) Proclamation declaring March 11, 2021 as “Bob and Eldora Hoyer Day”.

Mayor Wolfe read the proclamation and Bob Hoyer thanked the City Council for the proclamation.

Councilmember Diaz thanked Bob Hoyer for his service to the City of Clayton.

Councilmember Tillman thanked Bob Hoyer for his service to the City of Clayton.

#### **5. REPORTS**

- (a) Planning Commission – Commissioner Bassam Altwal stated that the Commission’s meeting of February 23, 2021 included a continued Public Hearing regarding The Oak Creek Canyon Project. This item was denied 4-0-1 (one recusal) as submitted. Commissioner Gavidia recused himself prior to hearing the item.

Councilmember Diaz asked several questions pertaining to the operations of the Planning Commission.

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

- (c) City Manager/Staff

City Manager Reina Schwartz provided an update to COVID and once in the red tier City Hall will reopen in a phased process.

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

Councilmember Diaz attended the Public Safety ad-hoc committee, met with the City Manager, and attended the retirement of Officer Allan Pike.

Councilmember Tillman attended the Budget/Audit committee meeting, a professional leadership meeting led by Congressman DeSaulnier, attended the Youth Forum, completed the mandatory Cal Cities harassment prevention training, had several meetings with city staff, attended the Public Safety ad-hoc committee meeting, and emailed and called constituents.

Councilmember Wan attended the Budget/Audit committee meeting, emailed and called constituents, and spoke about the schools needing to reopen.

Vice Mayor Cloven completed required trainings including ethics and harassment prevention, onboarding with his committee assignments with TRANSPAC, Contra Costa Transit Authority, and Contra Costa County Hazard Materials Commission, attended the Clayton Business and Community Association general membership meeting, worked with Mayor Wolfe and the school principals regarding the “Do The Right Thing” program, networked with other elected officials regarding SB9, and is looking forward at the use of the downtown vacant parcel as well as at needing to meet our RHNA numbers.

Mayor Wolfe thanked Officer Pike for his service to the City of Clayton, met with the Clayton Valley Sunrise Rotary Club, completed Ethics and Harassment prevention training, read a story to Mount Diablo Elementary students via Zoom, is working with the Memorial Day celebration committee, reviewed the safety plan of Diablo View Middle School, attended the Clayton Business and Community Association general membership meeting, met with surrounding Mayors' with the Mount Diablo Unified School District Superintendent, communicated with constituents, and spoke with various Mayors regarding SB9.

## 6. **PUBLIC COMMENT ON NON - AGENDA ITEMS**

Gary Hood expressed concern with the landscaping throughout the City, and requests the City to pay for the claim they denied at the last City Council meeting, and requested surplus funds be used toward onboarding another Police Officer.

Michael Lewis requested a detailed report of service call-outs for the Clayton Police Department and inquired if there has been consideration of outsourcing Police Services with the Contra Costa County Sheriff.

Dee Vieira expressed support in the outdoor cultivation of cannabis in the City of Clayton.

Douglas Junghans expressed support in the outdoor cultivation of cannabis in the City of Clayton.

Mayor Wolfe closed public comment.

## 7. **PUBLIC HEARINGS – None.**

## 8. **ACTION ITEMS**

- (a) FY2020/21 Mid-Year Budget Review (Finance Director)

City Manager Reina Schwartz introduced the item.

Finance Director Paul Rodrigues presented the report.

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

**It was moved by Councilmember Diaz, seconded by Councilmember Wan, to adopt Resolution No 08-2021 amending the annual operating budget of the City of Clayton for the 2020/21 Fiscal Year. (Passed 5-0 vote).**

- (b) Consideration of Letter with an Oppose Unless Amended Position Regarding SB 9 (Atkins) - Increased Density in Single-Family Zones). (City Manager)

City Manager Reina Schwartz introduced the item.

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

**It was moved by Councilmember Diaz, seconded by Vice Mayor Cloven, to have staff send the proposed letter with an oppose unless amended position regarding SB 9 (Atkins) – Increased Density in Single-Family Zones). (Passed 4-1 vote, Wan No).**

- (c) Set Date for City Council Special Meeting: Council – Manager Goal Setting (City Manager)

City Manager Reina Schwartz introduced the item.

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

Dee Vieira attended the last Goal Setting meeting and found it beneficial.

Mayor Wolfe closed public comment.

**It was moved by Vice Mayor Cloven, seconded by Councilmember Wan, to set March 22, 2021 for City Council Special Meeting: Council-Manager Goal Setting. (Passed 5-0 vote).**

**9. COUNCIL ITEMS**

Councilmember Diaz requested an item for a future meeting regarding consideration of outdoor cannabis cultivation in Clayton.

Councilmember Wan requested an information only item for a future meeting from the Community Development Director regarding the process of the Clayton Community Church project.

**10. CLOSED SESSION – None.**

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

The next regularly scheduled meeting of the City Council will be March 16, 2021.

**# # # # #**



Respectfully submitted,

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Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

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Carl Wolfe, Mayor

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# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

**DATE:** 03/16/2021

**SUBJECT:** FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

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**RECOMMENDATION:**

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

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	3/9/2021	\$ 210,873.40
Cash Requirements Report	Payroll, Taxes	3/10/2021	\$ 87,209.12
	Total Required		<u>\$ 298,082.52</u>

**Attachments:**

1. Open Invoice Report, dated 03/09/21 (6 pages)
2. Cash Requirements report PPE 03/07/21 (1 page)

# City of Clayton

## Open Invoice Report

### Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>American Fidelity Assurance Company</b>								
American Fidelity Assurance Company	3/5/2021	3/5/2021	2095604	FSA PPE 3/7/21	\$128.45	\$0.00		\$128.45
				<i>Totals for American Fidelity Assurance Company</i>	<u>\$128.45</u>	<u>\$0.00</u>		<u>\$128.45</u>
<b>Authorize.net</b>								
Authorize.net	2/28/2021	2/28/2021	Feb2021	Online credit card gateway fee February 2021	\$31.65	\$0.00		\$31.65
				<i>Totals for Authorize.net</i>	<u>\$31.65</u>	<u>\$0.00</u>		<u>\$31.65</u>
<b>Berlogar Stevens &amp; Associates Inc.</b>								
Berlogar Stevens & Associates Inc.	8/30/2020	8/30/2020	230949	Professional services 7/25/20-9/5/20	\$6,599.46	\$0.00		\$6,599.46
Berlogar Stevens & Associates Inc.	8/30/2020	8/30/2020	230950	Professional services 7/25/20-9/5/20	\$20,482.60	\$0.00		\$20,482.60
				<i>Totals for Berlogar Stevens &amp; Associates Inc.</i>	<u>\$27,082.06</u>	<u>\$0.00</u>		<u>\$27,082.06</u>
<b>Break Point Investigations</b>								
Break Point Investigations	2/24/2021	2/24/2021	002	Pre-background file review, new employee	\$210.68	\$0.00		\$210.68
				<i>Totals for Break Point Investigations</i>	<u>\$210.68</u>	<u>\$0.00</u>		<u>\$210.68</u>
<b>CA Department of Justice</b>								
CA Department of Justice	3/4/2021	3/4/2021	498988	Fingerprint charges, new employees	\$81.00	\$0.00		\$81.00
				<i>Totals for CA Department of Justice</i>	<u>\$81.00</u>	<u>\$0.00</u>		<u>\$81.00</u>
<b>CalPERS Retirement</b>								
CalPERS Retirement	3/7/2021	3/7/2021	030721	Retirement PPE 3/7/21	\$17,423.88	\$0.00		\$17,423.88
				<i>Totals for CalPERS Retirement</i>	<u>\$17,423.88</u>	<u>\$0.00</u>		<u>\$17,423.88</u>
<b>Caltronics Business Systems, Inc</b>								
Caltronics Business Systems, Inc	2/18/2021	2/18/2021	3193938	Copier usage 1/18/21-2/17/21	\$291.32	\$0.00		\$291.32
				<i>Totals for Caltronics Business Systems, Inc</i>	<u>\$291.32</u>	<u>\$0.00</u>		<u>\$291.32</u>
<b>Cintas Corporation</b>								
Cintas Corporation	2/25/2021	2/25/2021	4076925545	PW uniforms through 2/25/21	\$51.35	\$0.00		\$51.35
Cintas Corporation	3/4/2021	3/4/2021	4077620774	PW uniforms through 3/4/21	\$51.35	\$0.00		\$51.35
Cintas Corporation	12/24/2020	12/24/2020	4071180933	PW uniforms through 12/24/20	\$61.04	\$0.00		\$61.04
				<i>Totals for Cintas Corporation</i>	<u>\$163.74</u>	<u>\$0.00</u>		<u>\$163.74</u>
<b>City of Antioch</b>								
City of Antioch	2/22/2021	2/22/2021	1736	PD vehicle maint #1736	\$407.89	\$0.00		\$407.89
City of Antioch	2/22/2021	2/22/2021	1736	PD vehicle maint #1736	\$286.85	\$0.00		\$286.85
City of Antioch	2/22/2021	2/22/2021	1734	PD vehicle maint #1734	\$180.00	\$0.00		\$180.00
				<i>Totals for City of Antioch</i>	<u>\$874.74</u>	<u>\$0.00</u>		<u>\$874.74</u>
<b>CME Lighting Supply, Inc</b>								
CME Lighting Supply, Inc	2/24/2021	2/24/2021	243023	LED bulbs	\$122.60	\$0.00		\$122.60
				<i>Totals for CME Lighting Supply, Inc</i>	<u>\$122.60</u>	<u>\$0.00</u>		<u>\$122.60</u>

# City of Clayton

## Open Invoice Report

### Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Cole Supply Co., nc</b>								
Cole Supply Co., nc	3/4/2021	3/4/2021	447585	Trash liners	\$219.10	\$0.00		\$219.10
				<i>Totals for Cole Supply Co., nc</i>	<u>\$219.10</u>	<u>\$0.00</u>		<u>\$219.10</u>
<b>Comcast Business</b>								
Comcast Business	3/5/2021	3/5/2021	030521	Internet 3/10/21-4/9/21	\$386.09	\$0.00		\$386.09
				<i>Totals for Comcast Business</i>	<u>\$386.09</u>	<u>\$0.00</u>		<u>\$386.09</u>
<b>Contra Costa County Public Works Dept</b>								
Contra Costa County Public Works Dept	2/16/2021	2/16/2021	703694	Streetlight maintenance January 2021	\$3,354.85	\$0.00		\$3,354.85
				<i>Totals for Contra Costa County Public Works Dept</i>	<u>\$3,354.85</u>	<u>\$0.00</u>		<u>\$3,354.85</u>
<b>Contra Costa Transportation Authority</b>								
Contra Costa Transportation Authority	3/1/2021	3/1/2021	Prop111FY20	Congestion Mgmt Costs FY 2020	\$1,209.00	\$0.00		\$1,209.00
				<i>Totals for Contra Costa Transportation Authority</i>	<u>\$1,209.00</u>	<u>\$0.00</u>		<u>\$1,209.00</u>
<b>Dave Bang Associates, Inc of California</b>								
Dave Bang Associates, Inc of California	2/18/2021	2/18/2021	CA49724	CCP tot lot parts	\$1,152.31	\$0.00		\$1,152.31
				<i>Totals for Dave Bang Associates, Inc of California</i>	<u>\$1,152.31</u>	<u>\$0.00</u>		<u>\$1,152.31</u>
<b>Diablo View Construction, Inc</b>								
Diablo View Construction, Inc	3/8/2021	3/8/2021	1387	Deposit to repair stairs/gates @ EH	\$9,350.00	\$0.00		\$9,350.00
				<i>Totals for Diablo View Construction, Inc</i>	<u>\$9,350.00</u>	<u>\$0.00</u>		<u>\$9,350.00</u>
<b>Digital Services</b>								
Digital Services	3/4/2021	3/4/2021	11847	Router/ AT&T equip lease 1/1/21-6/30/21	\$692.94	\$0.00		\$692.94
Digital Services	3/4/2021	3/4/2021	11855	IT services 2/12/21-3/3/21	\$1,365.00	\$0.00		\$1,365.00
				<i>Totals for Digital Services</i>	<u>\$2,057.94</u>	<u>\$0.00</u>		<u>\$2,057.94</u>
<b>Geoconsultants, Inc.</b>								
Geoconsultants, Inc.	3/1/2021	3/1/2021	19142	Well monitoring February 2021	\$1,546.50	\$0.00		\$1,546.50
				<i>Totals for Geoconsultants, Inc.</i>	<u>\$1,546.50</u>	<u>\$0.00</u>		<u>\$1,546.50</u>
<b>Globalstar LLC</b>								
Globalstar LLC	2/16/2021	2/16/2021	11812917	Sat phone 2/16/21-3/15/21	\$112.63	\$0.00		\$112.63
				<i>Totals for Globalstar LLC</i>	<u>\$112.63</u>	<u>\$0.00</u>		<u>\$112.63</u>
<b>Graybar Electric Co, Inc</b>								
Graybar Electric Co, Inc	2/22/2021	2/22/2021	9320167746	Replacement light poles	\$4,985.56	\$0.00		\$4,985.56
				<i>Totals for Graybar Electric Co, Inc</i>	<u>\$4,985.56</u>	<u>\$0.00</u>		<u>\$4,985.56</u>
<b>Hammons Supply Company</b>								
Hammons Supply Company	2/22/2021	2/22/2021	116062	PW janitorial supplies	\$181.00	\$0.00		\$181.00
Hammons Supply Company	2/22/2021	2/22/2021	116060	Library janitorial supplies	\$253.47	\$0.00		\$253.47
				<i>Totals for Hammons Supply Company</i>	<u>\$434.47</u>	<u>\$0.00</u>		<u>\$434.47</u>

# City of Clayton

## Open Invoice Report

### Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Health Care Dental Trust</b>								
Health Care Dental Trust	3/2/2021	3/2/2021	292134	Dental March 2021	\$1,885.10	\$0.00		\$1,885.10
				<i>Totals for Health Care Dental Trust</i>	<u>\$1,885.10</u>	<u>\$0.00</u>		<u>\$1,885.10</u>
<b>ICMA Retirement Corporation</b>								
ICMA Retirement Corporation	3/7/2021	3/7/2021	030721	457 plan contributions PPE 3/7/21	\$2,709.62	\$0.00		\$2,709.62
				<i>Totals for ICMA Retirement Corporation</i>	<u>\$2,709.62</u>	<u>\$0.00</u>		<u>\$2,709.62</u>
<b>LEHR</b>								
LEHR	2/23/2021	2/23/2021	SI57634	PD updates to fixed ALPR sites	\$377.50	\$0.00		\$377.50
				<i>Totals for LEHR</i>	<u>\$377.50</u>	<u>\$0.00</u>		<u>\$377.50</u>
<b>Nationwide</b>								
Nationwide	3/7/2021	3/7/2021	030721	457 plan contributions PPE 3/7/21	\$500.00	\$0.00		\$500.00
				<i>Totals for Nationwide</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>
<b>NBS Govt. Finance Group</b>								
NBS Govt. Finance Group	2/28/2021	2/28/2021	221000049	CFD Delinquency mgmt svcs	\$317.14	\$0.00		\$317.14
				<i>Totals for NBS Govt. Finance Group</i>	<u>\$317.14</u>	<u>\$0.00</u>		<u>\$317.14</u>
<b>Paysafe Payment Processing</b>								
Paysafe Payment Processing	2/28/2021	2/28/2021	Feb21	Online bankcard fees February 2021	\$200.35	\$0.00		\$200.35
Paysafe Payment Processing	2/28/2021	2/28/2021	Feb21	OTC bankcard fees February 2021	\$352.13	\$0.00		\$352.13
				<i>Totals for Paysafe Payment Processing</i>	<u>\$552.48</u>	<u>\$0.00</u>		<u>\$552.48</u>
<b>PG&amp;E</b>								
PG&E	2/23/2021	2/23/2021	022321	Energy 1/21/21-2/22/21	\$4,438.86	\$0.00		\$4,438.86
				<i>Totals for PG&amp;E</i>	<u>\$4,438.86</u>	<u>\$0.00</u>		<u>\$4,438.86</u>
<b>Site One Landscape Supply, LLC</b>								
Site One Landscape Supply, LLC	2/18/2021	2/18/2021	106417840-001	Irrigation parts	\$77.77	\$0.00		\$77.77
				<i>Totals for Site One Landscape Supply, LLC</i>	<u>\$77.77</u>	<u>\$0.00</u>		<u>\$77.77</u>
<b>Sonsray Machinery, LLC</b>								
Sonsray Machinery, LLC	2/26/2021	2/26/2021	P15838-12	Forklift parts	\$1,579.36	\$0.00		\$1,579.36
				<i>Totals for Sonsray Machinery, LLC</i>	<u>\$1,579.36</u>	<u>\$0.00</u>		<u>\$1,579.36</u>
<b>Sprint Comm (PD)</b>								
Sprint Comm (PD)	3/1/2021	3/1/2021	703335311-231	PD cell phones 1/26/21-2/25/21	\$718.22	\$0.00		\$718.22
				<i>Totals for Sprint Comm (PD)</i>	<u>\$718.22</u>	<u>\$0.00</u>		<u>\$718.22</u>
<b>Swenson's Mobile Fleet Repair</b>								
Swenson's Mobile Fleet Repair	3/1/2021	3/1/2021	I002626	PW veh maint '15 F250	\$704.47	\$0.00		\$704.47
				<i>Totals for Swenson's Mobile Fleet Repair</i>	<u>\$704.47</u>	<u>\$0.00</u>		<u>\$704.47</u>

# City of Clayton

## Open Invoice Report

### Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>US Bank - Corp Pmt System CalCard</b>								
US Bank - Corp Pmt System CalCard	2/22/2021	2/22/2021	022221	Cal Card stmt end 2/22/21	\$5,264.23	\$0.00		\$5,264.23
				<i>Totals for US Bank - Corp Pmt System CalCard</i>	<u>\$5,264.23</u>	<u>\$0.00</u>		<u>\$5,264.23</u>
<b>Voyager - CalCard</b>								
Voyager - CalCard	2/24/2021	2/24/2021	20210224	Fleet card charges stmt end 2/24/21	\$3,649.55	\$0.00		\$3,649.55
				<i>Totals for Voyager - CalCard</i>	<u>\$3,649.55</u>	<u>\$0.00</u>		<u>\$3,649.55</u>
<b>Workers.com</b>								
Workers.com	2/26/2021	2/26/2021	129320	Seasonal workers week end 2/21/21	\$1,685.11	\$0.00		\$1,685.11
				<i>Totals for Workers.com</i>	<u>\$1,685.11</u>	<u>\$0.00</u>		<u>\$1,685.11</u>
<b>GRAND TOTALS:</b>					<b>\$95,677.98</b>	<b>\$0.00</b>		<b>\$95,677.98</b>

**City of Clayton**  
**Open Invoice Report**  
 Obligations

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
<b>De Lage Landen Financial Services, Inc.</b>								
De Lage Landen Financial Services, Inc.	2/22/2021	2/22/2021	71555406	Copier lease March 2021	\$1,048.42	\$0.00		\$1,048.42
				<i>Totals for De Lage Landen Financial Services, Inc.:</i>	<u>\$1,048.42</u>	<u>\$0.00</u>		<u>\$1,048.42</u>
				<b>GRAND TOTALS:</b>	<b>\$1,048.42</b>	<b>\$0.00</b>		<b>\$1,048.42</b>

**City of Clayton**  
**Open Invoice Report**  
 Obligations

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
<b>MPA</b>								
MPA	1/27/2021	1/1/2021	INV001216-2	Insurance premiums FY 2020-2021	\$114,147.00	\$0.00		\$114,147.00
				<i>Totals for MPA:</i>	<i>\$114,147.00</i>	<i>\$0.00</i>		<i>\$114,147.00</i>
				<b>GRAND TOTALS:</b>	<b>\$114,147.00</b>	<b>\$0.00</b>		<b>\$114,147.00</b>



# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/10/21: \$97,126.93**

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

## TRANSACTION SUMMARY

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	87,209.12
	TOTAL NEGOTIABLE CHECKS	9,917.81
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>97,126.93</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	15,137.93
	CASH REQUIRED FOR CHECK DATE 03/10/21	112,264.86

## TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
03/09/21	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	61,757.04	
03/09/21	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	603.50	<b>62,360.54</b>
03/09/21	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	1,485.51	<b>1,485.51</b>
				<b>EFT FOR 03/09/21</b>		<b>63,846.05</b>
03/10/21	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	145.70	
				Medicare	1,529.21	
				Fed Income Tax	14,559.77	
				CA Income Tax	5,290.61	
				<b>Total Withholdings</b>	<b>21,525.29</b>	
				Employer Liabilities		
				Social Security	145.70	
				Medicare	1,529.22	
				Fed Unemploy	29.60	
				CA Unemploy	128.32	
				CA Emp Train	4.94	
				<b>Total Liabilities</b>	<b>1,837.78</b>	<b>23,363.07</b>
				<b>EFT FOR 03/10/21</b>		<b>23,363.07</b>
				<b>TOTAL EFT</b>		<b>87,209.12</b>



# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: Elise Warren, Chief of Police**

**DATE: March 16, 2021**

**SUBJECT: RESOLUTION APPROVING THREE CONTRACTS FOR THE PURCHASE AND OUTFITTING OF TWO NEW 2021 FORD POLICE INTERCEPTOR UTILITY PATROL VEHICLES TO REPLACE EXISTING FORD PATROL VEHICLES, AND DECLARING TWO 2011 FORD PATROL VEHICLES (UNIT NUMBERS 1734 & 1736) AS SURPLUS TO CITY'S NEEDS**

---

## **RECOMMENDATION**

It is recommended the City Council adopt the attached Resolution awarding various contracts for the purchase and outfitting of two new 2021 Ford Police Interceptor SUV's (police replacement vehicles) as follows per vehicle:

1. Purchase of two 2021 Ford Police Interceptor from Folsom Lake Ford; \$42,792.40, matching the State of California's competitive bid process price, Contract #1-18-23-14B;
2. Purchase of emergency equipment from LEHR, and labor to outfit the vehicle; \$22,504.78
3. Decals, striping and associated lettering from FASTSIGNS; \$777.50.

The total proposed expenditure is to be \$132,149.36 from the Capital Equipment Replacement Fund (CERF)

## **BACKGROUND**

The City of Clayton's Police Department currently has a fleet of eight patrol vehicles. In the past, the police department typically replaced one vehicle each year with a new police

“interceptor” vehicle which is specifically designed to serve as a patrol vehicle. This year the request is to replace two patrol vehicles, as the two oldest vehicles are over 10 years old and have become cost prohibitive to maintain.

The newest vehicle usually replaces the most unserviceable vehicle in the police department’s fleet. On this occasion, those unserviceable vehicles are 2011 Ford Crown Victorias (unit numbers 1734 & 1736), which both have over 75,000 miles on them.

Typically, when a new patrol vehicle is placed into service, all available equipment from the outgoing vehicle is reused to help control costs. However, this reuse is limited in this transition as the new patrol vehicles are police interceptor’s (SUV) and the unserviceable vehicles are a Crown Victoria model.

## **DISCUSSION**

The Ford Police Interceptor (PIU) platform is replacing our older Ford Crown Victoria models, which are no longer in production. In Model year 2020, Ford started production of the totally re-designed Police Interceptor Utility. This was the first major redesign of the vehicle since it was first offered in 2013. The Ford PIU has served us well, with no known problems.

Due to the redesign, center consoles, prisoner partitions, prisoner seating, cargo area partitions, rear storage, cargo floor, and electronic tray products are requiring redesigns from the aftermarket manufacturers (Whelen, Code 3 PSE, Setina, etc.) to accommodate the new model year vehicle dimensions.

Our minimum staffing is typically two officers on patrol at any given time. The Police Department also routinely staffs “special events” where numerous officers are on duty at the same time. The Police Department utilizes its Patrol Truck in the fleet to move and place the Command Trailer and Radar Trailer, as needed, in addition to regular patrol services. Patrol vehicles also need routine maintenance and can suffer unexpected mechanical, communication and emergency equipment failures. By maintaining a fleet of eight vehicles, we assure our capability to support all these missions simultaneously. Additionally, vehicles are utilized by police staff as a visual deterrent in response to criminal activity and for traffic calming purposes.

After a competitive statewide bid process, Folsom Lake Ford was selected as the supplier of Ford vehicles to the State of California. Folsom Lake Ford met the competitively-bid contract price and will deliver the vehicle upon completion

## **FISCAL IMPACTS**

The City routinely purchases one patrol vehicle per budget year, for fiscal year 2021/22 we will be purchasing two vehicles. The purchase of these patrol replacement vehicles will be incorporated into the 2021/22 adopted budget, which includes \$132,149.36 for the acquisition. Monies for the purchase are set aside annually in the Capital Equipment Replacement Fund

(CERF). The Finance Manager has confirmed the CERF's cash balance is approximately \$147,677 after the expenditure of these monies.

The purchase will require the expenditure of monies as follows:

1. Purchase of new vehicle from Future Ford	\$ 42,792.40
2. Parts and labor to outfit the new car	\$ 22,504.40
3. Graphics, striping and decals	<u>\$ 777.50</u>
	\$66,074.68 per vehicle

Total for two (2) vehicles: \$132,149.36

Surplus patrol vehicles are typically disposed of at public auction. Many factors impact what a used vehicle will sell for. The surplus vehicles are expected to sell for \$2,000-\$3,000 each.

All proceeds from the sale of the surplus vehicles belong to the taxpayers (City) and will be placed into the City's Equipment Replacement Fund (CERF).

#### **ATTACHMENTS**

Quote from Folsom Lake Ford

Quote from LEHR

Quote from Fast Signs

RESOLUTION NO. \_\_\_\_ - 2021

**RESOLUTION APPROVING THREE CONTRACTS FOR THE PURCHASE AND OUTFITTING OF TWO NEW 2021 FORD POLICE INTERCEPTOR UTILITY PATROL VEHICLES TO REPLACE EXISTING FORD PATROL VEHICLES, AND DECLARING TWO 2011 FORD PATROL VEHICLES (UNIT NUMBERS 1734 & 1736) AS SURPLUS TO CITY'S NEEDS**

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

**WHEREAS**, the City of Clayton Police Department uses patrol vehicles to perform the patrol function and provide law enforcement services to the community; and

**WHEREAS**, patrol vehicles need to be replaced on a regular basis to assure each is in operable and dependable condition for public safety and first responder services; and

**WHEREAS**, patrol vehicles are equipped with specific emergency lights, sirens, radios; and

**WHEREAS**, by necessity the City contracts with various service providers for the purchase and installation of emergency equipment and decal/signage on its police patrol vehicles; and

**WHEREAS**, monies were budgeted by the City Council in the City's FY 2021-2022 Capital Equipment Replacement Fund (CERF) for the replacement of two patrol vehicle used by the City of Clayton Police Department.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Clayton, California does hereby formally approve as follows:

**Section 1.**

Approves and authorizes the competitive bid purchase of two new 2021 Ford Police Interceptor Utility vehicle from Folsom Lake Ford (matching the State of California's competitive bid price, contract #1-18-23-14B) for the amount of \$85,584.80 including sales tax and fees.

**Section 2.**

Approves and authorizes a contract in the amount of \$45,009.56 with LEHR for the purchase of law enforcement emergency equipment and the outfitting of the new patrol vehicle to Clayton Police Vehicle Specifications.

**Section 3.**

Approves and authorizes the expenditure of \$1,555 to FASTSIGNS for the official police vehicle striping, lettering and decals.

**Section 4.**

Approves and authorizes the allocation of \$132,149.36 from the FY 2021/22 Capital Equipment Replacement Fund (CERF) for the noted three purchase and installation contracts related to the acquisition of two new 2021 Ford Police Interceptor for the use by the Clayton Police Department.

**Section 5.**

Does herewith declare two existing 2011 Ford Crown Victoria's (vehicle unit numbers 1734 & 1736) as surplus to the City's need and authorizes the City Manager to dispose of said vehicles by public auction.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held the 16<sup>th</sup> day of March 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

\_\_\_\_\_  
Carl Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Janet Calderon, City Clerk

# FOLSOM LAKE

## FORD



## THE FORD SOURCE

12755 FOLSOM BOULEVARD  
FOLSOM, CA 95630 • (916) 353-2000

2021 OERDER-14-16 WEEKS

STATE CONTRACT 1-18-23-14B

**DANIEL A. RAIMONDI**

Fleet Director

(916) 353-2000, Ext.376  
Toll Free 1-800-655-0555  
Cell (916) 825-1622  
Fax (916) 353-2078  
danr@folsomlakeford.com

2/11/2021

K8A 4DR AWD POLICE  
.119.09" WB  
UM AGATE BLACK  
9 CLTH BKTS/VNL R  
6 EBONY  
500A EQUIP GRP  
.AM/FM STEREO  
99B 3.3L V6 TIVCT  
44U 10SPD AUTO TRAN  
52P DR LOCK PLUNGER  
CA BOARD FEES  
17T CARGO DOME LAMP  
19K H8 AGM BATTERY  
19V R CAM ON DEMAND  
21L FRONT AUX LIGHT  
425 50 STATE EMISS  
43A REAR AUX LIGHTS  
43D COURTESY DISABL  
47A ENGINE IDLE  
51S DUAL LED LAMPS  
52T T/TOW CLASS III  
55B BLIND SPOT INFO  
59B KEY CODE 1284X  
60R NOISE SUPPRESS  
63B SD MARKER LGHTS  
63L QTR GLASS LIGHT  
63V CARGO VAULT  
66A FRONT HDLMP PKG  
.GRILL WIRING  
66C REAR LIGHT PKG  
68B PERIMETER ALERT  
76D DEFLECTOR PLATE  
76P PRE COLL ASSIST  
76R REVERSE SENSING  
85R RR MOUNT PLATE  
86T RR TAILLAMP HSG  
87R CAMERA IN MIRROR

\$39,523.00  
\$ 3,260.65  
\$ 8.75 CA TIRE FEE  
-----  
\$42,792.40 DELIVERED

LESS \$500.00 DISCOUNT  
20 DAY PAYMENT

DELIVERED

INCLUDES PAINTED WHITE  
ROOF AND 4 DOORS



## Sales Quote

Page: 1

661 Garcia Avenue Pittsburg, CA 94565  
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 28927  
Document Date: 3/3/2021  
Terms: Net 30  
Payment Method:

Sell Clayton Police Department  
To: 6000 Heritage Trail  
Clayton, CA 94517  
USA  
Phone:

Ship Clayton Police Department  
To: Attention Tim Marchut  
6000 Heritage Trail  
Clayton, CA 94517  
Phone:

Ship Via Ship from Lehr's Warehouse  
Location: Lehr - Pittsburg  
Blanket PO:

Customer ID 1656  
SalesPerson Mike McGee

### Vehicle Information:

2021 FORD UTILITY, Lic: PATROL, Color: B/W

Item No.	Description	Category	Quantity	Unit Price	Total Price
<hr/>					
Front End Equipment					
<hr/>					
OEM - 66A					
OEM - WIG WAG					
OEM - 21L FRONT FASCIA					
MCRNTB	MICRON BLUE STUD MOUNT	WHELENPR	1	82.55	82.55
MCRNTR	MICRON RED STUD MOUNT	WHELENPR	1	82.55	82.55
NP3BB	NANO-3 PIONEER BAIL MT 12V BLK	WHELENAE	2	145.60	291.20
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	PATROLPO	1	695.00	695.00
C3100X	SPEAKER ONLY	CODE 3	2	148.92	297.83
SPKR-BKT-DS-PIU20	C3100 SPEAKER BKT D/S 2020 UTIL	CODE 3	1	29.55	29.55
SPKR-BKT-PS-PIU20	C3100 SPEAKER BKT P/S 2020 UTIL	CODE 3	1	29.55	29.55
I	INSTALLATION CHARGES	LABOR	9	85.00	765.00
<hr/>					
Side Equipment					
<hr/>					
OEM - 63B MIRROR BEAMS					
I	INSTALLATION CHARGES	LABOR	1	85.00	85.00
<hr/>					
Roof Equipment					
<hr/>					
P47-CLAYTON	47" DUAL LEVEL	CODE 3	1	2165.00	2,165.00
ADJBKT011-B	LIGHTBAR MOUNT KIT PIU20	CODE3PAR	1		
CSM - MODEM ANTENNA					
LGMM-EXT-R	LGMM THICK PANEL ANTENNA ADAPTER KIT-UTILITY	PANORAM A	1	40.80	40.80
MB8U	CABLE 17' RG58U SOLID CENTER	RADIO	1	16.50	16.50
ANXQW800	806-896 MHZ 1/4 WAVE ANTENNA	RADIO	1	12.00	12.00
I	INSTALLATION CHARGES	LABOR	3	85.00	255.00
<hr/>					
Drivers Compartment					
<hr/>					
CC-UV20-L-18	18" L-SHAPE CONS, 8" SLP, 10" LVL 2020 PI SUV	TROY PROD	1	368.25	368.25





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To: Attention Tim Marchut  
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Clayton, CA 94517  
Phone:

Ship Via Ship from Lehr's Warehouse  
Location: Lehr - Pittsburg  
Blanket PO:

Customer ID 1656  
SalesPerson Mike McGee

### Vehicle Information:

2021 FORD UTILITY, Lic: PATROL, Color: B/W

Item No.	Description	Category	Quantity	Unit Price	Total Price
FP-C3-Z3	FACE PLATE 4"	TROY PROD	1		
FP-MXTL2500	FACE PLATE 3"	TROY PROD	1		
AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER	TROY PROD	1		
FP-BLNK1	FACE PLATE 1" BLANK	TROY PROD	3		
FP-BLNK2	FACE PLATE 2" BLANK	TROY PROD	1		
FP-AP12-3	FACE PLATE W/3 HOLES 2"	TROY PROD	1		
L3-AP1SET	DC OUTLET PLUG	TROY PROD	2	9.00	18.00
1016B	DUAL USB SOCKET	BLUE SEA	1	25.29	25.29
MMSU-1	MAGNETIC MIC KIT	MAGMIC	2	34.95	69.90
AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJ SWIVEL ARM REST	TROY PROD	1	131.25	131.25
7160-1336	2020 FORD POLICE INT UTIL VEH BASE	GAMBER	1	130.50	130.50
7160-0178	7" UPPER CENTER POLE	GAMBER	1	71.25	71.25
7160-0230	SUPPORT BRACE- SHORT	GAMBER	1	62.25	62.25
7170-0514	TABLET DISPLAY MNT	GAMBER	1	596.25	596.25
	CSM - POLICE RADIO				
	CSM - GJ DOCK				
	CSM - DOCK POWER				
	CSM - KEYBOARD				
CO400	CO2 ALARM	MISC	1	23.00	23.00
HKN6169B	17' CONTROL HEAD CABLE REMOTE XTL RADIO	RADIO	1	85.00	85.00
B-ECL556-A	ECOLOCK-2020 UTILITY	INTRMOTIV	1	589.82	589.82
GK11191B1SSSCA	DUAL T-RAIL GUN MT 1 BLAC-RAC LOCK/1 SHOTGUN LOCK	SETINA	1	751.20	751.20
806-0022-00	DSR 2 ANTENNA RADAR	STALKER	1	3216.00	3,216.00
200-1379-00	DASH COMBO MOUNT RADAR/DISPLAY FORD 2020 UTILITY	STALKER	1	93.50	93.50
200-1378-00	REAR RADAR MOUNT, FORD 2020 UTILITY	STALKER	1	115.00	115.00
155-2211-00	REMOTE DISPLAY INTERCONNECT CABLE	STALKER	1	86.00	86.00
I	INSTALLATION CHARGES	LABOR	16.5	85.00	1,402.50
	Prisoner Compartment				
PK1134ITU20TM	#8XL 1/2 COATED 1/2 VINYL MESH TALL MAN	SETINA	1	655.20	655.20



## Sales Quote

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Ship Via Ship from Lehr's Warehouse  
Location: Lehr - Pittsburg  
Blanket PO:

Customer ID 1656  
SalesPerson Mike McGee

### Vehicle Information:

2021 FORD UTILITY, Lic: PATROL, Color: B/W

Item No.	Description	Category	Quantity	Unit Price	Total Price
QK2121ITU20	REPL SEAT SMART BELT W/CENTER PULL SEAT BELT	SETINA	1	1086.75	1,086.75
PK0123ITU202ND	#12VS VINYL COATED EXP METAL REAR PARTITION	SETINA	1	391.20	391.20
3SC0CDCR	COMPARTMENT LIGHT	WHELEN	2	52.50	105.00
I	INSTALLATION CHARGES	LABOR	7.5	85.00	637.50
Back End Equipment					
TK0241ITU20	CARGO BOX DSC-DRAWER/SLD/COMBO BSN-BASE/SLD/NO LK	SETINA	1	1189.15	1,189.15
TPA9289	CARGO BOX RADIO TRAY	SETINA	1	330.65	330.65
HB6PAK-PI-RB	CODE 3 TWIST LOCK HIDE-A-BLAST 6-LED SPLIT R/B	CODE 3	2	87.53	175.06
MR6-W	MR6 LIGHT WHT	CODE 3	1	84.68	84.68
CW0411	BACK UP LTS				
	COMPARTMENT LHT	CODE 3	1	94.90	94.90
	REAR HATCH				
	CSM - MODEM				
Z3SXP-1	Z3 SERIAL SIREN W/BANSHEE BUILT IN, PUSH BUTTON	CODE 3	1	1184.83	1,184.83
B500T	FIRE EXTINGUISHER 5LB ABC DRY CHEMICAL	NATIONAL	1	131.28	131.28
I	INSTALLATION CHARGES	LABOR	19	85.00	1,615.00
INSTALL	INSTALL MATERIALS	OTHER	1	195.00	195.00
F	Shipping Charges	OTHER	1	250.00	250.00

Amount Subject to Sales Tax 20558.69  
Amount Exempt from Sales Tax 250.00

**Subtotal:** \$20,808.69  
Total Sales Tax: \$1,696.09

**Total:** \$22,504.78

**PLEASANT HILL FASTSIGNS**  
3381 Vincent Rd. Suite J  
Pleasant Hill, CA 94523

Phone (925) 476-5163  
Fax. (925) 933-2679  
Email: 16@fastsigns.com

Page 1 of 1

Date Ordered: 2/11/2021 1:40:54PM  
Due Date: 2/12/2021 Time: 4:30:00PM  
Sales Person: Lisa Whitehouse  
Clerk: Lisa Whitehouse

**Project Description:** INSTALLED - POLICE CAR GRAPHICS 2021 Ford Explorer Interceptor Utility #1

**Customer:** CLAYTON POLICE  
**Ordered by:** TIM MARCHUT  
**Phone:** (925) 437-2103

6000 HERITAGE TRAIL  
CLAYTON, CA 94517

Email: TIM.MARCHUT@CLAYTONPD.COM

PRODUCT	DESCRIPTION	QTY	SIDES	H x W	UNIT COST	TOTALS
RTA	*RTA Lettering (Based on Total Area, Height by Width)	1	1	1 x 1	\$375.00	\$375.00
<b>Color:</b> SAPPHIRE/WHITE <b>Text:</b> POLICE EMBLEM ON BOTH SIDES OF CAR SPANNING ACROSS FRONT & REAR DOORS LETTERING ON TRUNK LIP, #1746. SMALL VEHICLE IDENTIFICATION #'S (4-SETS) X1) 1746 (ROOF) RTA						
MISC	*3M Scotchgard Clear Paint Protection for rear doors	1	1	30 x 6	\$125.00	\$125.00
MISC	*NON-TAXED LABOR	1	1	0 x 0	\$225.00	\$225.00
<b>Text:</b> INSTALLATION						

Other Payments: / /  
Form of Payment Amount Initials

**TERMS:** Payment due upon completion of order.

Line Item Total:	\$725.00
Tax Exempt Amt:	\$125.00
Subtotal:	\$725.00
Taxes:	\$52.50
Total:	\$777.50
Total Payments:	\$0.00
Balance Due:	\$777.50

**RECEIVED/ACCEPTED BY**

**DATE**

Bill To: CLAYTON POLICE  
Attention: TIM MARCHUT  
6000 HERITAGE TRAIL  
CLAYTON, CA 94517

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# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: Janet Calderon, City Clerk**

**DATE: March 16, 2021**

**SUBJECT: APPROVAL OF 2021 "CLASSIC CAR SHOW & DJ" WEDNESDAY SERIES  
AT THE CITY PARKING LOT ON MAIN STREET**

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## **RECOMMENDATION**

By minute motion, approve the use of the City's parking lot on Main Street for Councilmember Diaz's proposed Wednesday Classic Car Show 2021 dates.

## **BACKGROUND**

In 2012, a new "Concerts in The Grove" Thursday series began in The Grove Park located in downtown Clayton. The Thursday "Concerts in The Grove" is sponsored by several local businesses. In 2016, the "Concerts in The Grove" moved to Wednesday evenings and included a Classic Car Show. The Classic Car Show became popular in the Clayton community and Councilmember Diaz wishes to continue the coordination of this auto show and DJ. He requests the City's permission for use again of the City parking lot on Main Street, at no cost.

While no concerts or car shows were allowed in 2020 and while 2021 remains uncertain, Councilmember Diaz has requested that the potential dates for the Classic Car Show & DJ for 2021 be approved for use of the City parking lot on Main Street, so that if they can be held, the facility will already be scheduled.

## **2021 CONCERT SCHEDULE**

Wednesdays from 6:00 p.m. to 8:00 p.m. in the City of Clayton Parking Lot at 6099 Main Street on the following dates:

June 23  
July 7 & 21  
August 4

## **FISCAL IMPACT**

Use of the public parking lot is at no fee or City expense.

Attachments:   1. Councilmember Diaz email  
                  2. Wednesday Classic Car Show Schedule

## Janet Calderon

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**From:** James Diaz <jimdiaz2002@pacbell.net>  
**Sent:** Monday, March 1, 2021 11:36 AM  
**To:** Janet Calderon  
**Cc:** Reina Schwartz; Laura Hoffmeister  
**Subject:** 2021 Clayton Classic Car Show Schedule - Wednesday Evenings  
**Attachments:** 2021- Wednesday Night - Classic Car Show & DJ - Schedule - 02-05-2021.docx

Ms. Calderon:

Janet,

Good morning.

Attached is the "Proposed" 2021 Clayton Classic Car Schedule.

Please add it to a future City Council Consent Calendar (March 16, 2021 Meeting, if possible).

This Schedule, subject to COVID-19 Restrictions/Conditions, is to place/reserve the dates on the Official City Calendar.

Please let me know if you have any questions or need additional information.

Thank you.

Jim Diaz  
Council Member  
Clayton City Council

Attachment

# **2021 WEDNESDAY NIGHT CLAYTON CLASSIC CAR SHOW SCHEDULE**

The Wednesday Night Clayton Classic Car Show is a series of four (4) Classic Car Shows from the immediate Clayton Valley Area. Each Car Show will begin at 6:00 PM and end at 8:00 PM. Entertainment will be provided by DJ.

These Classic Car Shows will be held in the City of Clayton Parking Lot at 6095 Main Street. In addition, it is planned to use a portion of the undeveloped land behind the Clayton Community Church property, adjacent to the KinderCare Parking Lot, for Vintage Car parking in excess of the twenty (20) Vintage Cars parked in the City of Clayton Parking Lot at 6095 Main Street.

## **2021 CLASSIC CAR SHOW DATES:**

- **June 23**
- **July 7**
- **July 21**
- **August 4**

## **ENTERTAINMENT:**

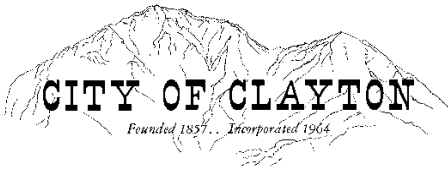
**Classic Car Show & DJ Jeffrey Brown**

**Classic Car Show & DJ Jeffrey Brown**

**Classic Car Show & DJ Jeffrey Brown**

**Classic Car Show & DJ Jeffrey Brown**

Due to the current COVID-19 Restrictions, participation limits in effect shall be observed, with appropriate Masking and Social-Distancing, as well as, and other requirements in effect.



# AGENDA REPORT

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Reina Schwartz, City Manager

**DATE:** March 16, 2021

**SUBJECT:** The informational report on the status of the application for the project known as Clayton Community Church located at 1027 Pine Hollow Court (APN: 119-050-036-1)

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## **RECOMMEDATION:**

That the City Council receive and file the informational report on the status of the application for the project known as Clayton Community Church located at 1027 Pine Hollow Court (APN: 119-050-036-1)

## **APPLICATION STATUS:**

### **CURRENT STATUS:**

An application was received and accepted for a proposed church land use and construction of a new building of one-story, approximately 13,823 square feet in area, 156 parking spaces, and 18 bicycle parking spaces with landscaping and fencing on a project site located at 1027 Pine Hollow Court, APN 119-050-036-1. The application included plans that can be viewed at: <https://ci.clayton.ca.us/community-development/planning/development-activity/current-projects-clayton-community-church/>

Per the California Environmental Quality Act (CEQA) regulations; an Initial Study was prepared to assess the environmental impacts of the proposed project and a Mitigated Negative Declaration (MND) was prepared. The IS/MND was available for public review, that ended on March 4, 2021 at 5:00 P.M. During the review time and subsequently thereof, comments were received and responses to comments are being prepared as needed. The CEQA IS/MND can be viewed at: <https://ci.clayton.ca.us/fc/community-development/planning/Clayton%20Community%20Church/CEQA/02-12-2021/Clayton%20Community%20Church%20Public%20Review%20IS.pdf?t=1613158017>



The public review period for the CEQA IS/MND is over. However, comments are accepted up to and through the Public Hearing.

NEXT STEPS:

The next steps are to schedule a Public Hearing before the Planning Commission and prepare the Public Hearing Notice. This is estimated to occur within 1-2 months however, no date for a Public Hearing has been scheduled.

The Public Hearing Notice will be published in the local newspaper and mailed to the property owners within the required 300-foot radius.

The Planning Commission at their Regular Meeting will hold the Public Hearing and take action on the application (including the CEQA IS/MND).

Once the Planning Commission has taken action on the Public Hearing, there is an appeal period of 10 days of the Planning Commission action to the City Council. Should an appeal be filed, then the application will be scheduled as a public hearing before the City Council.



# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** Paul Rodrigues, Finance Director

**MEETING DATE:** March 16, 2021

**SUBJECT:** Adopt a Resolution Approving Agreement No. 63062 With the California Franchise Tax Board Allowing the City of Clayton to Enter into a Reciprocal Agreement to Exchange Tax Data Specific to City Business License Information for Mutual Tax Administration and Collection Purposes, and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Clayton, CA

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## **RECOMMENDATION**

It is recommended the City Council adopt the attached Resolution (Attachment 1) renewing and approving a reciprocal agreement with the California Franchise Tax Board to exchange tax data specific to City Business License Information for mutual tax administration and collection purposes, and authorizing the City Manager to execute the agreement on behalf of the City of Clayton.

## **BACKGROUND**

The City of Clayton, like many other cities within the state, has a local ordinance (No. 181 approved May 17, 1978) which requires each business, trade, and profession calling and conducting business within the City's jurisdiction to register with the City and pay a business license tax. The ordinance specifies that it is unlawful for a person to transact business, trade, profession, calling or occupation within the City without a business license or without compliance with City Ordinance No. 181.

Despite its best efforts within limited budgetary resources, and a temporary City Business License Amnesty Program declared during FY 2010/11 following the Great Recession, the City routinely has difficulty ensuring every business or trade conducting transactions within

the city obtains and pays for a business license, thereby resulting in the potential loss of general tax revenues. The California Tax Franchise Board (FTB) shares similar difficulties in ensuring every business or trade, as an individual or an entity, conducting transactions within the state is filing and paying its annual fair share of state income taxes.

In order to address this situation Senate Bill 1146 (Chapter 345, Statutes of 2008) was enacted and became effective January 2009. This legislation allows the FTB and participating cities in the state to begin exchanging data with one another through a reciprocal agreement to enhance and improve the identification of business conducting transactions within a city and within the state for the purpose of respective tax requirements. The legislation does not allow the City to share any of the collected information received from the FTB with a third party. *Clayton Municipal Code* section 5.04.090 B requires City confidentiality of all information concerning the business affairs and operations set forth in a City Business License application but expressly does not prohibit the disclosure of this information to state officials if a reciprocal agreement exists.

Acknowledging the usefulness of this information exchange in improving enforcement of existing laws as they pertain to business licenses, on July 17, 2018 the City Council approved Resolution No. 36-2018 approving Agreement No. C1700267 with the FTB and then authorized the City Manager to execute an agreement on behalf of the City of Clayton. The agreement covered the approximately two-and-a-half-year timeframe June 1, 2018 through December 31, 2020. The City had a previous reciprocal agreement which was in effect from June 1, 2011 through December 31, 2013.

## **DISCUSSION**

The reciprocal agreement provides the City access to FTB information critical in identifying businesses operating illegally in the City without obtaining a business license. Although other techniques have been applied to discover businesses operating in the city without a license, availability of FTB information improves the results and effectiveness of these efforts. Similarly, the exchange of City business license data helps the FTB identify self-employed individuals who are not filing required individual and business entity state income tax returns.

On February 22, 2021, the City was sent a new reciprocal agreement document (Attachment 2) covering the approximately two-and-a-half-year timeframe June 1, 2021 through December 31, 2023. In substance, the terms of the new agreement (No. 63062) are consistent with the prior reciprocal agreement (No. C1700267). Important information exchanged in this agreement includes: business or owner's name, business or residence address, federal employer identification number, ownership type, North American Industry Classification (NAIC) Code, Standard Industry Classification (SIC) Code, business start and cessation dates, etc.

As of June 2018, sixty-one (61) cities participate in this reciprocal business information exchange program with the FTB. Nearby participating cities include the cities of: Pittsburg, Walnut Creek, Richmond, Oakland, and San Francisco. Each of these cities, including the

City of Clayton, has implemented this reciprocal information sharing agreement with positive results.

### **FISCAL IMPACT**

The approval of the attached resolution will have no negative fiscal impact or result in any immediate budgetary action to the FY 2020/21 adopted budget. Staff projects an extended information exchange agreement with the FTB will continue to improve enforcement of business license requirements and possibly increase business license revenues, although the amount of increased revenue is unknown at this time. It is expected some minor additional staff time and mailing costs for sending out notification letters will be required, however an increase in revenue will offset any minor costs for continued implementation.

Attachments: 1. Resolution \_\_-2021 (3 p.)

- Exhibit A - Agreement No. 63062 with the California Franchise Tax and supporting documents Board (13 p.)

**RESOLUTION NO. \_\_-2021**

**A RESOLUTION APPROVING AGREEMENT NO. 63062 WITH  
THE CALIFORNIA FRANCHISE TAX BOARD ALLOWING THE CITY  
OF CLAYTON TO ENTER INTO A RECIPROCAL AGREEMENT TO  
EXCHANGE TAX DATA SPECIFIC TO CITY BUSINESS LICENSE  
INFORMATION FOR MUTUAL TAX ADMINISTRATION AND COLLECTION  
PURPOSES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE AGREEMENT ON BEHALF OF THE CITY OF CLAYTON, CA**

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

**WHEREAS**, on 17 May 1978 by Ordinance No. 181, the City Council of Clayton, California ("City") did impose upon each business, trade, profession, calling and occupation conducting business within the City's jurisdiction a license tax commonly referred to as a "City Business License"; and

**WHEREAS**, by authority established in said local ordinance, it is unlawful for a person to transact business, trade, profession, calling or occupation within the city without a City Business License or without compliance with City Ordinance No. 181; and

**WHEREAS**, despite its best efforts within available budgetary resources and a City Business License Amnesty Program declared during FY 2009-10, the City routinely has difficulty ensuring every business or trade conducting transactions within the city obtains and pays its fair share for a City Business License, thereby resulting in the potential loss of general tax revenues for the operations of its local government as intended by Ordinance No. 181; and

**WHEREAS**, the California Tax Franchise Board (FTB) shares similar difficulties with the City ensuring every business or trade, as an individual or an entity, conducting transactions within the state is paying its annual fair share of state income taxes; and

**WHEREAS**, effective January 2009, and as a result of the enactment of Senate Bill 1146 (Chapter 345, Statutes of 2008), the FTB and participating cities in the state may begin exchanging data with one another through a reciprocal agreement to enhance and improve the identification of businesses conducting transactions within a city and within the state for the purpose of respective tax requirements; and

**WHEREAS**, the exchange of City Business License data helps the FTB identify self-employed individuals who are not filing required individual and business entity state

income tax returns, and the FTB data will aid the City in identifying businesses that may have a City Business License tax filing obligation; and

**WHEREAS**, Section 5.04.090 B. of Chapter 5.04 – Business Licenses And Taxes Generally of the *Clayton Municipal Code* (i.e. City Ordinance No. 181) requires City confidentiality of all information concerning the business affairs and operations set forth in a City Business License application but expressly does not prohibit the disclosure of this information to state officials if a reciprocal agreement exists; and

**WHEREAS**, the City of Clayton did previously execute a reciprocal business information sharing agreement with the FTB beginning on June 1, 2018 which expired on December 31, 2020; and

**WHEREAS**, other than a nominal expense to share respective data information there is no cost to either party for the exchange of this data, and 61 cities, including the nearby cities of Pittsburg, Walnut Creek, Richmond, Oakland, and San Francisco have each previously exercised this FTB reciprocal agreement with positive program results.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Clayton, California does hereby find and determine the above Recitals are true and correct statements of fact and thereby individually and collectively form a substantial basis for its approval of a Reciprocal Agreement with the California Franchise Tax Board (No. 63062, attached hereto as “Exhibit A” and incorporated herein as if fully set forth in this Resolution) to establish and initiate the City’s participation in the Franchise Tax Board’s data exchange program authorized by California Senate Bill 1146 (2008 Statutes); and

**BE IT FURTHER RESOLVED** that the Clayton City Council does hereby authorize its City Manager to execute and administer the FTB Reciprocal Agreement (attached hereto as “Exhibit A”) for and on behalf of the City of Clayton, California.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 16<sup>th</sup> day of March 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The City Council of Clayton, CA

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Carl "CW" Wolfe, Mayor

ATTEST:

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Janet Calderon, City Clerk

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000000000000000000063062
--

PURCHASING AUTHORITY NUMBER (If Applicable)
---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

City of Clayton

2. The term of this Agreement is:

START DATE

June 1, 2021 or date of approval, whichever is later,

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement is:

\$0.00 (NON-FINANCIAL AGREEMENT)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	GTC417
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	City and County Record Format Specifications	2
+ - Exhibit F	Franchise Tax Board Record Layout Specifications	1
+ - Exhibit G	Confidentiality Statement	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Clayton

CONTRACTOR BUSINESS ADDRESS

6000 Heritage Trail

CITY

Clayton

STATE

CA

ZIP

94517

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
0000000000000000000000063062	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
Franchise Tax Board				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
P.O. Box 2086		Rancho Cordova	CA	95741
PRINTED NAME OF PERSON SIGNING		TITLE		
Michael A. Banuelos		Procurement and Contracting Officer or Designee		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) SCM Vol. 1, 4.04.A.2		

## **EXHIBIT A SCOPE OF WORK**

This Agreement is entered into by and between the Franchise Tax Board, herein after referred to as FTB, and the City of Clayton, herein after referred to as the City.

### **Purpose:**

This Agreement provides for the reciprocal exchange between FTB and the City tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by all provisions of this Agreement. Exhibits A, B, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

### **Legal Authority:**

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City/County and FTB. R&TC Section 19551.5 mandates cities/counties to provide city/county business licensing and tax information to FTB upon request.

### **City Responsibilities:**

1. The City agrees that the information provided by FTB will be used exclusively to administer the City/County Business Tax Program.
2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City employees whose duties are to administer the City/County Business Tax Program.
3. The City agrees to provide FTB with tax information pursuant to Format Specifications, Exhibit E, which shall include, but not be limited to, the following:
  - Business or owner's name
  - Business or residence address
  - Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
  - Ownership type
  - North American Industry Classification Code or Standard Industry Classification Code
  - Business start and cessation dates
  - City Business Tax Number, to be assigned to the City by FTB
4. The City agrees to extract and provide city data to FTB annually in June for each tax year that the Agreement is in place: June 2021, 2022, and 2023. If the Agreement is executed after June 30, 2021, the City will have 30 days after execution to provide FTB with the first year's data.

**EXHIBIT A**  
**SCOPE OF WORK**

5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per Exhibit E, Format Specifications.
7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
8. The City agrees that each City employee having access to FTB data shall sign a City/County Business Tax Program Confidentiality Statement, Exhibit G, and FTB 712. The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the Agreement.
10. The City agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the Agreement.

**FTB Responsibilities:**

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F, FTB 909A shall include:
  - Taxpayer name
  - Taxpayer address
  - Taxpayer SSN or FEIN
  - Principal Business Activity code
4. FTB agrees to match the data provided by the City using the SSN or FEIN against FTB's data with a "Yes" or "No" indicator on the Record Layout, Exhibit F, FTB 909A. The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.
5. FTB agrees to provide the City with an annual data extract in December 2021 for tax year 2020, in December 2022 for tax year 2021, and in December 2023 for tax year 2022 via SWIFT.
6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.

**EXHIBIT A  
SCOPE OF WORK**

7. FTB agrees to provide the City with a unique city business tax number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

**Project Coordinators:**

The project coordinators during the term of this Agreement will be:

**Franchise Tax Board**

Felicia Hicks  
City/County Business Tax Program Manager  
Data Resources and Services Unit  
P.O. Box 1468, Mailstop A181  
Sacramento, CA 95812-1468  
Phone: (916) 845-3983  
Email: [FTBCCBT@ftb.ca.gov](mailto:FTBCCBT@ftb.ca.gov)

**City of Clayton**

Paul Rodrigues  
Finance Director  
6000 Heritage Trail  
Clayton, CA 94517  
Phone: (925) 673-7309  
Email: [prodrigues@ci.clayton.ca.us](mailto:prodrigues@ci.clayton.ca.us)

Return executed agreement to:

**Franchise Tax Board**

Zarsanga Safi  
Business Acquisitions Analyst  
Procurement Bureau  
P.O. Box 2086, Mailstop A-374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-6676  
Email: [zarsanga.safi@ftb.ca.gov](mailto:zarsanga.safi@ftb.ca.gov)

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

This data exchange is provided at no cost.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

1. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has taxpayer tax returns and other confidential information and data in its custody. Unauthorized inspection or disclosure of state returns or other confidential information or data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, 19542.3, 19552 and Government Code Section 90005.). Unauthorized inspection or disclosure of federal returns and other confidential federal return information or data is a misdemeanor or a felony (Internal Revenue Code Sections 7213A(a)(2) and (b), and 7213(a)(2), respectively).

For purposes of this exhibit, the terms "information" and "data" are used interchangeably and each, when used, encompasses the meanings of both terms. As used in this exhibit, the terms "confidential information" and "confidential data" each include "sensitive information and data".

Each party, and each of its employees who may have access to the confidential data of the other party, will be required to have on file annually a signed City/County Business Tax Program Confidentiality Statement, Exhibit G, FTB 712, attesting to the fact that it/he/she is aware of the confidential data and the penalties for unauthorized access, inspection, acquisition, or disclosure thereof under applicable state and federal law. The signed statement(s) shall be retained by the City and furnished to FTB upon request.

2. USE OF INFORMATION: Each party receiving data agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. Each party receiving data further agree(s) that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.
3. DATA OWNERSHIP: The confidential tax information or other confidential information being provided under this Agreement remains the exclusive property of the providing party. Confidential tax information and other confidential information are not open to the public and require special precautions to protect from loss and unauthorized access, inspection, acquisition use, disclosure, modification, or destruction. Each party shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
4. EMPLOYEE ACCESS TO INFORMATION: Each party receiving data agrees that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party receiving data recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and to ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING: Each party receiving data, in recognizing the confidentiality of the information to be exchanged, agrees to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized access, use, or disclosure. Each party receiving data will conduct oversight of its users with access to the confidential information provided under this Agreement, and will immediately notify FTB's Information Security Audit & Investigations Unit ([SecurityAuditMail@ftb.ca.gov](mailto:SecurityAuditMail@ftb.ca.gov)) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, "immediately" is defined as within 24 hours of the discovery of the breach or suspected breach. The notification must describe the incident in detail and identify responsible personnel (name, title and contact information). The party with an incident will comply with the incident reporting requirements in accordance with Civil Code Section 1798.29, State Administrative Manual (SAM) Chapter 5300 and Section 20080, and State Information Management Manual 5340-A and 5340-C to facilitate the required reporting to the taxpayer(s) or state oversight agencies.
6. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained by each party pursuant to this Agreement. Each party receiving data will store information so that it is physically secure from unauthorized access. The records received will be securely maintained and accessible only by employees of the specified program who are committed to protect the data from unauthorized access, use or disclosure. Confidential information obtained from FTB must be secured in accordance with the SAM Chapters 5100 and 5300 (Information Security), and National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate). If this Agreement calls for Federal Tax Information (FTI) to be provided by FTB, the receiving party must also comply with Internal Revenue Service Publication 1075. FTB may require that a Security Questionnaire for the party receiving confidential data from FTB be completed or be on file with FTB's Chief Security Officer, or his/her designee.
7. CLOUD COMPUTING ENVIRONMENT: Each party receiving FTB's confidential data must submit a completed FTB Cloud Security Questionnaire before using a Cloud Computing Environment. The questionnaire will be reviewed for approval by FTB's Chief Security Officer, or his/her designee. A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer, or his/her designee.
8. DESTRUCTION OF RECORDS: All records received by the City from FTB under this Agreement, and any database(s) created, copies made, or files attributed to the records received, shall be destroyed when they are no longer needed for the business purpose for which they were obtained. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City will notify FTB's City/County Business Tax program manager annually in writing at [FTBCCBT@FTB.CA.GOV](mailto:FTBCCBT@FTB.CA.GOV) that proper destruction

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

methods have been applied. FTB will destroy City data in accordance with FTB's data retention policies.

9. **SAFEGUARD REVIEW**: Prior to sending data to the City, FTB requires the City to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The City will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by FTB. FTB retains the right to conduct on-site safeguard reviews of the City's use of FTB information and security controls established. The safeguard reviews may include, but are not limited to, an examination of the adequacy of information security controls, "need to know," and use justifications established by the City to ensure compliance with the terms and conditions of this Agreement. The City will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
10. **DISPUTE RESOLUTION**: In the event of a dispute, the City shall file a "Notice of Dispute" with FTB's Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, FTB's Chief Financial Officer, or his/her designee, shall meet with the City's Designee for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
11. **SURVIVAL OF OBLIGATION TO PROTECT DATA**: Each party's obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.
12. **LIMITED WARRANTY**: Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purposes.
13. **CANCELLATION**: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.
14. **NO THIRD PARTY LIABILITY**: Nothing contained in or related to this Agreement shall create any contractual relationship between either of the parties and any other party, except between FTB and the City; and no other party shall relieve the City or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of any third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.



**EXHIBIT E**  
**CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)**

<b>Data Element Name</b>	<b>Start Pos.</b>	<b>End Pos.</b>	<b>Field Size</b>	<b>Usage</b>	<b>Description</b>
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.

**EXHIBIT E**  
**CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)**

<b>Data Element Name</b>	<b>Start Pos.</b>	<b>End Pos.</b>	<b>Field Size</b>	<b>Usage</b>	<b>Description</b>
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

**EXHIBIT F**  
**FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)**

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

**EXHIBIT G**  
**CONFIDENTIALITY STATEMENT (FTB 712)**

**State of California**

**Franchise Tax Board**

**City/County Business Tax Program Confidentiality Statement**

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action.**
- **Taxpayer civil action.**

***I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.***

---

Name (print)

---

Signature

---

Date

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)

**DAELYN CHIPPERO**  
for  
"Doing the Right Thing"  
at  
Mt. Diablo Elementary School  
by exemplifying great "Integrity"  
March 2021

**EMMA DEL BIANCO**  
for  
"Doing the Right Thing"  
at  
Mt. Diablo Elementary School  
by exemplifying great "Integrity"  
March 2021

**YOSEPH SAKHI**  
for  
"Doing the Right Thing"  
at  
Diablo View Middle School  
by exemplifying great "Integrity"  
March 2021

**CORINNE JEANDHEUR**  
for  
"Doing the Right Thing"  
at  
Diablo View Middle School  
by exemplifying great "Integrity"  
March 2021



**RUBY NUNEZ**  
for  
"Doing the Right Thing"  
at  
Diablo View Middle School  
by exemplifying great "Integrity"  
March 2021

declaring  
March 2021  
as  
"Red Cross Month"

**WHEREAS;** March is American Red Cross Month, a special time to honor the kindness of our volunteers and neighbors who aid families in need every day in City of Clayton, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering; and

**WHEREAS;** despite the difficult challenges presented by the COVID-19 pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking wildfires and hurricanes across the country, rolling up their sleeves to give blood when our country faced a severe blood shortage or supporting local partners to address urgent COVID-19 needs in our communities; and

**WHEREAS;** last year in Contra Costa County, local families affected by 115 home fires, relied on **American Red Cross volunteers for comfort and hope**, providing emotional support, addressing immediate needs and helping families recover with emergency financial assistance or community resources; Contra Costa County residents donated 17,350 units of lifesaving blood; 3,459 local community members took classes to learn skills that save lives; 719 military members and their families received support and services; and humanitarian aid was provided internationally; and

**WHEREAS;** during last year's COVID-19 pandemic, American Red Cross worked tirelessly beside its Government, Public Health and Community partners to coordinate training efforts and a shelter exercise to plan for response during high fire danger and a pandemic, while safeguarding the health and wellbeing of our volunteers, partners and the people we serve; and

**WHEREAS;** when large disasters like the Lightning Complex Fire started in Contra Costa County, the American Red Cross and local partners were prepared to respond by opening Temporary Evacuation Sites and non-congregate shelters to provide lodging, food and services until our evacuated residents could return home. As these devastating wildfires broke out around Northern California, Contra Costa Red Cross volunteers deployed virtually and in person to help neighbors in other counties and to other disasters around the country; and

**WHEREAS;** this lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

**NOW THEREFORE,** I, Carl Wolfe, Mayor, on behalf of the Clayton City Council, do hereby proclaim March 2021 as "Red Cross Month" in Clayton, California and encourage all Americans to support this organization and its noble humanitarian mission.



# STAFF REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: REINA SCHWARTZ, CITY MANAGER**

**DATE: MARCH 16, 2021**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON ADOPTING THE CITY OF CLAYTON'S SALARY SCHEDULE EFFECTIVE JANUARY 1, 2021 IN CONFORMANCE WITH CALPERS REQUIREMENTS TO PROVIDE A PUBLICLY AVAILABLE SALARY SCHEDULE**

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## **RECOMMENDATION**

Following staff report and presentation, staff recommends that the Council adopt a Resolution Adopting the City of Clayton's Salary Schedule Effective January 1, 2021 in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule.

## **BACKGROUND**

In order to confirm that CalPERS will appropriately consider the City of Clayton's employee compensation earnable when calculating retirement benefits, the City of Clayton's Salary Schedule is required to be formally adopted by the City Council in a public meeting. Further documents including pay rate and any special compensation must be made publicly available.

## **DISCUSSION**

Staff is requesting that City Council formally adopt the entire City Employee Salary Schedule for FY2020/21. While City Council has approved all of the underlying agreements and contracts supporting those salary schedule amounts, state law requires that the City Council at least annually approve the full salary schedule and that the City make it available publicly. The Salary Schedule is already posted on the City's website and available upon request if needed.

## **FISCAL IMPACT**

There are no new fiscal impacts associated with adoption of the Salary Schedule as the budget already funds those costs.

## **Attachments**

- Attachment 1: Resolution of the City Council of the City of Clayton Adopting the City of Clayton's Salary Schedule Effective January 1, 2021 In Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule
- Attachment 2: FY2020/21 City Employee Salary Schedule

**RESOLUTION NO. ##-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON  
ADOPTING THE CITY OF CLAYTON'S SALARY SCHEDULE EFFECTIVE  
JANUARY 1, 2021 IN CONFORMANCE WITH CALPERS REQUIREMENTS  
TO PROVIDE A PUBLICLY AVAILABLE SALARY SCHEDULE**

**WHEREAS**, the California Public Employees Retirement System (CalPERS) regulations require member agencies formally adopt a publicly available pay schedule under Government Code Section 20636(b)(1) and California Code of Regulations (CCR) Section 570.5;

**WHEREAS**, the City Council of the City of Clayton has the authority to implement these requirements;

**WHEREAS**, the information contained in the salary schedule effective as of January 1, 2021 for FY2020/21 has previously been approved by City Council within the adopted budget, employee contracts, memoranda of understanding with the City's labor group and various City Resolutions;

**WHEREAS**, CalPERS regulations require all of this information be included in one document; and

**WHEREAS**, no salary changes are being implemented through the adoption of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Clayton hereby adopts the salary schedule effective January 1, 2021 for FY2020/21 as shown in Exhibit A.

**ADOPTED ON** March 16, 2021 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN

THE CITY COUNCIL OF CLAYTON, CA

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Carl Wolfe, Mayor

ATTEST

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Janet Calderon, City Clerk

# City of Clayton - Employee Compensation Schedule

## Fiscal Year 2020/21

Full-Time Equivalent Monthly Compensation					
Elected / Appointed Officials	All				
Council Member	\$ 470				
Planning Commissioner	\$ 120				
	Step Level				
Administration	A	B	C	D	E
City Manager	\$ 14,123	\$ 14,830	\$ 15,572	\$ 16,351	\$ 17,169
Assistant to the City Manager	\$ 6,911	\$ 7,256	\$ 7,619	\$ 8,000	\$ 8,400
City Clerk / HR Manager	\$ 6,121	\$ 6,427	\$ 6,748	\$ 7,086	\$ 7,440
Finance	A	B	C	D	E
Finance Director	\$ 9,290	\$ 9,755	\$ 10,242	\$ 10,755	\$ 11,292
Accounting Technician	\$ 4,796	\$ 5,036	\$ 5,288	\$ 5,552	\$ 5,830
Office Assistant / Code Enforcement Officer	\$ 3,993	\$ 4,193	\$ 4,403	\$ 4,623	\$ 4,854
Public Works	A	B	C	D	E
Maintenance Supervisor	\$ 5,834	\$ 6,125	\$ 6,432	\$ 6,753	\$ 7,091
Maintenance Senior	\$ 4,813	\$ 5,054	\$ 5,306	\$ 5,572	\$ 5,850
Maintenance Worker I	\$ 3,984	\$ 4,183	\$ 4,392	\$ 4,612	\$ 4,843
Maintenance Worker II	\$ 4,393	\$ 4,613	\$ 4,843	\$ 5,086	\$ 5,340
Community Development	A	B	C	D	E
Community Development Director	\$ 9,290	\$ 9,755	\$ 10,242	\$ 10,755	\$ 11,292
Assistant Planner	\$ 5,995	\$ 6,295	\$ 6,609	\$ 6,940	\$ 7,287
Police	A	B	C	D	E
Chief of Police	\$ 10,080	\$ 10,584	\$ 11,113	\$ 11,668	\$ 12,252
Police Sergeant	\$ 7,027	\$ 7,379	\$ 7,748	\$ 8,135	\$ 8,542
Police Officer	\$ 5,981	\$ 6,280	\$ 6,594	\$ 6,924	\$ 7,270
Police Office Coordinator	\$ 4,512	\$ 4,738	\$ 4,975	\$ 5,224	\$ 5,485
Police Admin Clerk	\$ 3,993	\$ 4,193	\$ 4,403	\$ 4,623	\$ 4,854

1. Schedule incorporates base salary ranges as per the terms of the two-year Miscellaneous Group labor negotiation agreement adopted by the City Council on October 6, 2020 and effective through June 30, 2022.
2. Schedule incorporates base salary ranges as per the terms of the three (3) year Police Officers Association (POA) labor negotiation agreement effective through June 30, 2021 and presented to the City Council for approval at the regularly scheduled June 19, 2018 City Council meeting.
3. Schedule incorporates base salary ranges as per the terms of the City Manager contract effective December 14, 2020 as approved by the City Council on November 17, 2020.
4. Uniform allowance for all sworn public safety officers: \$450 bi-annually.
5. Bi-lingual pay based on eligibility: \$75/month.
6. Car Allowance: Chief of Police \$400/month; Community Development Director: \$345/month; Assistant to City Manager: \$345/month; City Manager \$400/month.



# AGENDA REPORT

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Reina Schwartz, City Manager

**DATE:** March 16, 2021

**SUBJECT:** Authorize Release of a Request for Proposal (“RFP”) for the Housing Element Update

---

## **RECOMMENDATION**

It is recommended that the City Council authorize by minute order release of a Request for Proposal (“RFP”) for the Housing Element Update.

## **BACKGROUND**

Since 2017, the State has signed into law hundreds of bills to reform California’s housing laws in response to the housing crisis. Ongoing additional legislation is anticipated to adopt more pro-housing regulations. The new laws, in general, significantly increase the ability of housing developers and property owners to secure housing project approvals by meaningfully and effectively curbing the capability of local governments to deny, reduce the density of, or render infeasible housing developments. The goals are to streamline housing production and promote more types of housing at various income levels.

Since 1969, the State of California has required each local government to plan for its share of the state’s housing needs for people of all income levels. The CA Department of Housing and Community Development (HCD) determines the total number of new homes the Bay Area needs to build, and how affordable those homes need to be, in order to meet the housing needs at all income levels. Through the Regional Housing Needs Allocation (RHNA) process, every local jurisdiction is assigned a number of housing units representing its share of the state’s housing needs for an eight-year production cycle.

The State then directs regional agencies, in Clayton’s case the Association of Bay Area Governments (ABAG), to develop a methodology for distributing the Bay Area’s portion of the state housing needs to local governments within the nine-county region. On October 1, 2020, the ABAG Executive Board selected a methodology using data from the Plan Bay Area 2050 Final Blueprint with 35 long-term strategies to be implemented over the next 30 years. The weights and factors for the draft methodology informed each jurisdictions RHNA allocation. The three major factors considered were Access to High Opportunity Areas (based on higher

income, better performing schools and better quality of life as it relates to air quality, open space etc.) and job proximity via both auto and transit. Access to High Opportunity Areas was weighted 40% in the allocation of moderate and above moderate units and 70% in the allocation of very low- and low-income units.

Local governments will receive the final allocations in late 2021. The proposed allocation for the City of Clayton includes an anticipated total of 570 units as follows:

- |  |     |
|--|-----|
| • Extremely low-income and very low-income units | 170 |
| • Low-Income units                               | 97  |
| • Moderate-income units                          | 84  |
| • Above moderate-income units                    | 219 |

This compares to a total of 141 total units allocated in the current RHNA cycle.

## **DISCUSSION**

The Housing Element (an element of the General Plan) is a local plan adopted by jurisdictions that includes the goals, policies and programs that direct decision-making around housing. At its core, a housing element is an opportunity to have a community conversation about how to address local housing challenges, develop policies and find solutions. The housing element is the blueprint for how the City will grow and address changing needs for development.

Every eight years, all jurisdictions must update their housing element and have it certified by HCD. The upcoming 6<sup>th</sup> Cycle Housing Element will cover the period of 2023-2031 and must incorporate new state laws, the RHNA allocation and public engagement. The 6<sup>th</sup> Cycle Housing Element will build on the City's previously adopted 2015-2023 Housing Element. This 6<sup>th</sup> Cycle Housing Element will be more complex as it must respond to the current housing crisis, the Housing Affordability Act (HAA) and the four-fold increase in the number of housing units allocated to Clayton. A housing element analysis includes housing trends, zoning, economic and market constraints, and approaches to meeting housing needs across various income levels. A key component of housing elements is a Sites Inventory where the City will need to identify (as it did in the last cycle) where the City has sufficient land zoned for housing (or available for re-zoning in some circumstances) to meet the future need.

If the City does not comply with state law to adopt a compliant housing element, it can be sued. In addition to facing significant court costs and fines, a court may limit local land use decision-making authority until the jurisdiction brings its housing element into compliance. Additionally, local governments may lose the ability to deny certain projects.

Given the complexity of the 6<sup>th</sup> Cycle Housing Element update and the significant consequences of not producing a compliant housing element, staff is recommending that the City issue a Request for Proposal ("RFP") in order to solicit Proposals to provide Clayton's 6<sup>th</sup> Cycle Housing Element Update (2023-2031).

## **Project Budget**



This project will be funded primarily through City funds, a State of California Local Early Action Planning (LEAP) grant of \$65,000, and the Regional Early Action Plan (REAP) grant of \$20,000. The selected consultant's scope of work must also include compliance with the LEAP and REAP grant requirements.

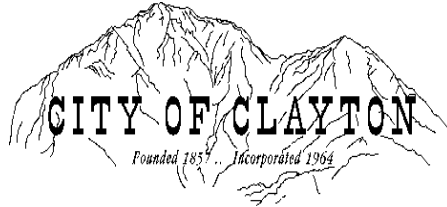
### **FISCAL IMPACT**

There is no General Fund allocation in the FY2020/21 Budget to cover costs in excess of the \$85,000 in grant funding the City has been allocated. Based on costs for this work faced by similar jurisdictions, it is anticipated that the total cost for the Housing Element Update will be approximately \$235,000 which would require a total of \$150,000 in General Fund support. Staff will be recommending that the General Fund contribution required be allocated from the City's "Rainy Day" Fund as a one-time transfer and expense.

### **ATTACHMENT**

- A. Request for Proposal (RFP)

ATTACHMENT A



**CITY OF CLAYTON REQUEST FOR PROPOSALS (RFP2020-01)**

**HOUSING ELEMENT UPDATE  
6<sup>th</sup> RHNA CYCLE**

Release Date: March 17, 2021  
Closing Date: April 23, 2021 at 5:00 p.m.  
RFP Number: RFP 2021-01

Contact Person: Reina Schwartz, City Manager  
6000 Heritage Trail  
Clayton, CA 94517  
(925) 673-7343  
[rschwartz@ci.clayton.ca.us](mailto:rschwartz@ci.clayton.ca.us)

All proposals to be received by 5:00 p.m. PST on April 23, 2021 by email as listed above.

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified email address by the specified date and time.

**REQUEST FOR PROPOSALS (RFP2021-01)**

**HOUSING ELEMENT UPDATE  
6<sup>TH</sup> RHNA CYCLE**

**INTENT**

It is the intent of these specifications, terms and conditions to seek proposals for the City of Clayton's 6<sup>th</sup> Cycle Housing Element Update (2023-2031). References to "City" shall mean the City of Clayton. The City reserves the right to award any combination of services or reject all Proposals.

**SCOPE OF SERVICES**

Proposals must address the following tasks, providing a description and timeline of how they would be accomplished. Additional or optional tasks may be included and creative approaches are welcome. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.

**1. Project Management and Coordination**

This task covers communication and coordination between the consultant and jurisdiction staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated housing element. Proposal should identify the number of meetings anticipated and expectations for jurisdictional staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. Strategies for ensuring coordination with HCD over the course of the project should also be addressed, as needed.

**2. Community Outreach and Engagement**

Develop a program that effectively reaches, educates and engages the community throughout the Housing Element update. This should include strategies to ensure broad inclusion, particularly of hard-to-reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft Housing Element and environmental reviews. The outreach for update of the Housing Element will need to coordinate with and complement the ongoing outreach process related to the City's downtown property. Please discuss options for virtual as well as in-person meetings, depending on changing safety considerations. Consultant should lead the engagement as well as providing a summary of the work. At a minimum outreach should consist of:

- Initial presentation to City Council
- At least two community meetings
- One stakeholder focus group
- Online/virtual participation opportunities

**3. Housing and Special Housing Needs**

ABAG's Regional Housing Technical Assistance Program will provide jurisdiction-specific graphs and write-ups for all required data, including population, demographic, housing, market conditions and regional comparisons. Because the document is not completed yet, respondents should hold some hours as an optional task to tailor the work as needed.

**4. Housing Constraints**

Identify potential and actual governmental and nongovernmental constraints for the preservation, protection or production of housing across income levels within the city. ABAG's Regional Housing Technical Assistance Program is expected to provide all cross-jurisdictional comparisons necessary for this task (e.g., comparison of fees and processing time). It will also provide write ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics but additional work may be needed to tailor and refine the data to be provided by ABAG.

**5. Review of Existing Housing Element**

Review the current Housing Element and identify Clayton's success in accomplishing/implementing the identified goals, policies and programs; and provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective. Review the inventory of sites remaining from the last Housing Element and their suitability or limitation for use as housing opportunity sites in the new Housing Element.

**6. Sites Inventory**

Prepare the sites inventory section of the Housing Element, demonstrating how Clayton will satisfy its RHNA requirement in each income category. This includes identifying safe assumptions, evaluating sites and analyzing potential policy strategies to increase site capacity, and demonstrating development viability (per State law). Outline potential housing densities/housing types achievable at these sites, provide schematic visualization where currently-allowed densities and heights are proposed to be increased and indicate how the sum of development from the sites, together with ADUs will help achieve RHNA needs. Consultant should also plan on inputting the information into HCD's electronic form for submittal with the updated element. We anticipate that this will be the most significant area of work for the update process, and will need to start early in order to ensure adequate time for consideration of potential areas for rezoning or other changes to development standards needed to achieve the RHNA. Clayton will be making use of the ABAG Regional Housing Technical Assistance site selection tool to assist with the inventory process.

**7. Goals, Policies, Programs and Quantified Objectives**

Identify goals, policies, programs and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task

## ATTACHMENT A

includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. This task will include identification of other General Plan policy updates or revisions needed to ensure consistency.

### **8. Rezoning [Optional Task]**

Based on the sites analyses, work with jurisdiction staff to identify potential areas for rezoning, if necessary. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period. For the proposal, please provide a cost estimate for this optional task based on anticipated work effort or a proposal for a time and materials budget. Additional refinement may be made to this task at a future date.

### **9. Draft Housing Element and Public Hearings**

Prepare and submit an administrative draft Housing Element for jurisdictional staff review. Staff will provide a comprehensive set of desired changes. Once edits are complete, prepare a draft Housing Element that is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on Commission and Council input, prepare a HCD review draft and submit to HCD for the mandated review. Please indicate a cost proposal if additional public hearings are required after the two initial hearings are completed.

- Administrative draft and draft housing element (Microsoft Word)
- PowerPoint
- Minimum of two public hearings (Planning Commission & City Council)

### **10. Final Draft Hearings, Final Adoption and Certification**

The consultant will work closely with HCD and jurisdiction staff to respond to any comments, and produce a final draft housing element for adoption. Present to the Planning Commission and City Council at public hearings. Prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the water/sewer district and the California Office of Planning and Research. Please indicate a cost proposal if additional public hearings are required after the two initial hearings are completed.

- Draft final and final housing element (Microsoft Word and PDF)
- PowerPoint
- Minimum of two public hearings

### **11. CEQA Documentation**

Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report and CEQA Determination. This should include public posting and noticing for comment. For budget purposes, consultant may list different prices depending on the level of analysis that may ultimately be needed. Please note

## ATTACHMENT A

that the City retains the right to separate the CEQA work required from the work to be awarded relative to this Request for Proposals.

### 12. Deliverables

All written deliverables shall be submitted in Word or other editable relevant format to the extent possible. This includes, but is not limited to: Outreach Strategy; Administrative Draft Housing Element; Final Draft Housing Element; Sites Inventory; and presentation materials.

### SCHEDULE

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

Proposal Timeline (all dates 2021 and subject to change)		
Date	Time	Activity
March 17, 2021	By 5:00 PM	RFP Issued
March 26, 2021	By 5:00 PM	Questions regarding RFP Due to <a href="mailto:rschwartz@ci.clayton.ca.us">rschwartz@ci.clayton.ca.us</a>
April 2, 2021	By 5:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff (Addendum may include revisions and/or responses to RFP/ Questions)
April 23, 2021	By 5:00 PM	<b><u>Proposal Due Date</u></b> Submittals to: City of Clayton <a href="mailto:rschwartz@ci.clayton.ca.us">rschwartz@ci.clayton.ca.us</a>
Friday, April 30, 2021*	N/A	Top Rated Consultants Notified, Interviews scheduled
Monday, May 10, 2021*	N/A	Interviews with Top Rated Consultants
May 17-21, 2021*	N/A	Contract Negotiation and Reference Checks
Tuesday, June 1, 2021*	N/A	City Council Approval of Consultant Agreement
June 2-4, 2021*	N/A	Contract Award, Signing, Commence work
Contact person for the above RFP: <u>Reina Schwartz</u> Email: <a href="mailto:rschwartz@ci.clayton.ca.us">rschwartz@ci.clayton.ca.us</a>		

## ATTACHMENT A

### PROPOSAL SUBMISSION

1. Proposals should be submitted in pdf form via email to the City Manager at: [rschwartz@ci.clayton.ca.us](mailto:rschwartz@ci.clayton.ca.us).
2. Proposals must be received at the email address listed above no later than 5:00 p.m. PST, April 23, 2021. Late submittals will not be accepted. The City is not responsible for lost proposals or proposals delivered to a person or location other than listed above.
3. All proposals and documents submitted become the property of the City of Clayton.
4. All costs of preparing the proposal shall be borne by the proposer.
5. Proposals shall be honored by proposer for a period of sixty (60) days from the date of submission.

### PROPOSAL FORMAT

A qualifying proposal must address **all** of the following in the order shown below:

1. Cover letter
  - a. Firm/entity name
  - b. Brief description of the firm/entity
  - c. Contact person, address, and telephone number
  - d. Identify any sub-consultants
2. Proposal
  - a. Firm information including type of organization, location of principal office(s), years in business, number of employees, professional registrations and affiliations, and other pertinent information
  - b. Names and roles of personnel who will provide services to the City
  - c. Resumes of personnel who will provide services to the City
  - d. Response to Scope of Service and planned approach to meet the needs of the City
  - e. List of similar projects completed and the contact information for at least three project references
  - f. Schedule of key dates as proposed herein or as modified by proposer
  - g. Any proposed modifications or objections to the standard City professional services agreement an example of which is attached to the RFP.
  - h. Cost of services

## ATTACHMENT A

### GOOD STANDING REQUIREMENTS

Proposing firms, their principals or subcontractors may not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Proposing firms required to be registered with the California Secretary of State must be so registered and in good standing at the time of proposal submission and at all times thereafter if selected by the City.

The selected proposer will be required to obtain a City of Clayton business license and keep it current during the period of performance on the contract resulting from this RFP.

Selected Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement.

### EVALUATION OF PROPOSALS

1. The City will evaluate all proposals received by the deadline, using the following evaluation criteria with scoring on a 100-point scale:

Criteria	Points
Experience in similar projects (completed in the last 5 years)	15
Qualifications of key project personnel	20
Schedule	10
Process/approach to completing project	35
References for similar projects	10
Cost effectiveness of proposal	10

2. Based on these criteria, a single successful consultant may be selected. If consultants are short-listed, the top-ranked consultants will be interviewed by the City. Upon completion of the interviews, the selection committee will make a final ranking of the consultants. The City Council will then be requested to approve the award of the contract to the top-ranked consultant and authorize the City Manager to execute the contract.
3. The City will exercise its discretion in selecting a consultant that, in the sole judgment of the City, best serves the interest of the City.
4. The City reserves the right to waive minor irregularities in any proposal, to reject any proposal that fails to meet the RFP requirements in any respect, to reject all proposals for any reason, to modify and reissue the RFP, or to cancel the RFP.



## ATTACHMENT A

### PROTEST

Any consultant that submitted a proposal may protest another consultant's proposal by submitting said protest and the reasons before the City Council.

### PROPOSALS AS PUBLIC RECORDS

All responses, including the accepted proposal and any subsequent contract, become public records, per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

### SAMPLE CONTRACT

The selected firm will be required to sign an agreement with the City of Clayton substantially similar to that attached hereto as Attachment 1.

## ATTACHMENT A

**(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFP.)**

### **CITY OF CLAYTON PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_ a \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (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:

---

(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 \$\_\_\_\_\_. 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.

## ATTACHMENT A

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 \_\_\_\_\_. 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.

## ATTACHMENT A

### 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

## ATTACHMENT A

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

## ATTACHMENT A

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

## ATTACHMENT A

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:

## ATTACHMENT A

(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,



## ATTACHMENT A

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

## ATTACHMENT A

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.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in \_\_\_\_\_, which are deemed to be a part of this Agreement.

### 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,

## ATTACHMENT A

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 \_\_\_\_\_ 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

Clayton, CA 94517

Attn: Reina J. Schwartz

CONSULTANT:

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

## ATTACHMENT A

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]**

ATTACHMENT A

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

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

CITY OF CLAYTON

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Reina J. Schwartz  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk