



AGENDA

JOINT REGULAR MEETINGS

* * *

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

* * *

TUESDAY, April 20, 2021

7:00 P.M.

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

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

Mayor: Carl Wolfe
Vice Mayor: Peter Cloven

Council Members
Jim Diaz
Holly Tillman
Jeff Wan

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

Instructions for Virtual City Council Meeting – April 20

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

To follow or participate in the meeting:

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

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

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

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

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

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

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

Location:

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

To join this virtual meeting on-line click here:

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

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

*** CITY COUNCIL ***
April 20, 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 April 6, 2021.
(City Clerk) ([View here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View here](#))
- (c) Adopt a Resolution setting the City's Equivalent Runoff Unit (ERU) real property parcel assessment rates in FY 2021-22 at current rates to pay for local storm water/clean water programs and services required by the unfunded federal and state-mandated National Pollution Discharge Elimination System (NPDES) Program (storm water pollution prevention). (Assistant to the City Manager)
([View here](#))
- (d) Approve a Resolution Authorizing the Second Amendment to an Existing Agreement with Harris & Associates for Professional Engineering Services Including Designating a New City Engineer. (City Manager) ([View here](#))
- (e) Adopt a Resolution Designating Management Titles (Authorized Agents) Authorized to Execute Reimbursement and Other Grant Related Forms on Behalf of the City for a Federal Emergency Management Agency (FEMA) Grant to Update the City of Clayton's Local Hazard Mitigation Plan (LHMP). (City Manager)
([View here](#))
- (f) Receive the FY 2018/19 Annual Trails and Landscaping Committee (TLC), serving as the Citizen Oversight Committee, Annual Report regarding voter-approved (2016) Measure H for the Landscape Maintenance District.
(Assistant to the City Manager) ([View here](#))
- (g) Receive the FY 2019/20 Annual Trails and Landscaping Committee (TLC), serving as the Citizen Oversight Committee, Annual Report regarding voter-approved (2016) Measure H for the Landscape Maintenance District.
(Assistant to the City Manager) ([View here](#))

5. RECOGNITIONS AND PRESENTATIONS

- (a) Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Courage” during the month of April 2021.
(Mayor Wolfe) ([View here](#))
- (b) Proclamation declaring the month of April as “Autism Acceptance Month” in the City of Clayton. (Mayor Wolfe) ([View here](#))
- (c) Proclamation declaring the month of April as “Arab-American Heritage Month” in the City of Clayton. (Mayor Wolfe) ([View here](#))
- (d) Proclamation declaring “Earth Day” on April 22, 2021 in the City of Clayton.
(Mayor Wolfe) ([View here](#))
- (e) Proclamation Declaring “Law Day” on May 1, 2021 in the City of Clayton.
(Mayor Wolfe) ([View here](#))
- (f) Proclamation declaring April 28, 2021 as “Julie Pierce Day” in the City of Clayton.
(Mayor Wolfe) ([View here](#))

6. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – Meeting held April 12, 2021.
- (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) City Council Adoption by Minute Order Council Priority Areas for FY 2021/22. (City Manager) ([View here](#))
- (b) Adopt Resolutions Consenting to Inclusion of Properties Within the City of Clayton in the Golden State Financing Authority PACE Programs and Associate Membership in Golden State Finance Authority. (City Manager) ([View here](#))

10. RECESS THE CITY COUNCIL MEETING – Mayor Wolfe
(until after the conclusion of the Oakhurst Geological Hazard Abatement District meeting)

11. RECONVENE THE CITY COUNCIL MEETING – Mayor Wolfe

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

13. CLOSED SESSION – None.

14. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be May 4, 2021.

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
April 20, 2021

1. CALL TO ORDER AND ROLL CALL – Chairperson Tillman.

2. PUBLIC COMMENTS

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

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

3. CONSENT CALENDAR

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

- (a) Approve the Board of Directors' minutes for its regular meeting on December 1, 2020. (Secretary) ([View here](#))
- (b) Approve a Resolution Amending an Existing Agreement with Harris & Associates Including Designating a General Manager for the Oakhurst Geological Hazard Abatement District. (City Manager) ([View here](#))

4. PUBLIC HEARING – None.

5. ACTION ITEMS – None.

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

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

#

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

TUESDAY, April 6, 2021

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:01 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 and Tillman. Councilmembers absent: Councilmember Wan. Staff present: City Manager Reina Schwartz, Police Chief Elise Warren, City Attorney Mala Subramanian and City Clerk/HR Manager Janet Calderon.
2. **MEETING PROTOCOL VIDEO** – City Clerk
3. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.
4. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Vice Mayor Cloven, to approve the Consent Calendar items 3(a) - 3(g) as submitted. (Passed 4-0).

 - (a) Approved the minutes of the City Council's regular meeting of March 16, 2021. (City Clerk)
 - (b) Approved the Financial Demands and Obligations of the City. (Finance)
 - (c) Adopted Second Quarter Ending December 31, 2020 FY 2020-21 Investment Portfolio Report. (Finance Director)
 - (d) Approved Amendment to Consulting Agreement with TRC Solutions, Inc. to Provide Contract Planning Services Including Staffing the Community Development Director Position. (City Manager)
 - (e) Adopted Resolution No. 12-2021 Acceptance of the 2020 General Plan Implementation and Housing Element Annual Progress Report. (Interim Community Development Director)
 - (f) Adopted Resolution No. 13-2021 Directing the Filing of an Annual Engineer's Report for the Diablo Estates Benefit Assessment District (Pursuant to the Landscaping and Lighting Act of 1972). (City Engineer)
 - (g) Accepted City Council Adoption by Minute Order an Update to the Schedule for the Do The Right Thing Program. (City Manager)

5. RECOGNITIONS AND PRESENTATIONS

- (a) A Proclamation recognizing April 4-10, 2021 as “National Library Week 2021”.
(Mayor Wolfe)

Mayor Wolfe presented the proclamation to Karen Hansen-Smith, Clayton Community Librarian, who provided a brief update of Library operations for the past year and changes patrons can expect upon the re-opening of library services on April 27, 2021.

6. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff

City Manager Reina Schwartz announced the Trails and Landscaping Committee is meeting April 12; that the City received notice that Contra Costa County is moving into the Orange Tier; and advised that the RFP for the Housing Element Update is open with submissions due by April 23 and is expected to be awarded at the May 18 City Council meeting.

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

Vice Mayor Cloven attended the City Council Goal Setting Session, the Association of Bay Area Governments Housing Element call, the Contra Costa Hazardous Materials Commission meeting, the California League of Cities call regarding legislation, the Clayton Business and Community Association General Membership meeting, thanked the Creekside Artist Guild for the face mask, and many conversations with constituents.

Councilmember Tillman attended an interview with a local Boy Scout, the Library Foundation meeting, the Career Day Interview with Diablo View Middle School, the City Council Goal Setting Session, served as liaison to the Mt. Diablo Unified School District Board's newly formed Anti-Bias and Anti-Racist Committee meeting, the Cal Cities Division call, the Clayton Business and Community Association General Membership meeting, a town hall call with Congressman Desaulnier including Superintendent of Schools Tony Thurman and Contra Costa County Superintendent of Schools Lynn Mackey regarding the students return to school, attended a webinar regarding housing laws and land-use planning pertaining to SB9/SB15, the Contra Costa County Mayors' Conference, and met with City Staff and the City Manager. She also announced an upcoming Anti-Hate rally taking place on Saturday at The Grove Park and an upcoming webinar hosted by Clayton Speaks Youth Forum.

Councilmember Diaz attended the City Council Goal Setting Session, had his second COVID vaccination injection, met with the City Manager, attended the East Bay Division meeting, the Clayton Business and Community Association General Membership meeting, attended several community Easter events, met with the City Manager and Police Chief, collaborated with Howard Geller, Concerts in The Grove promoter exploring venues outside of Clayton, and requested this evenings meeting be adjourned in memory of Jim Seven Clayton Historical Society Treasurer, Merle Hufford Clayton City Treasurer for twenty years, and Dewey Dodson spent 34 years with the Marine Corp and fought in

World War II, all long-time community members and volunteers who recently passed away.

Mayor Wolfe attended the Clayton Business and Community Association General Membership meeting, the East Contra Costa County Habitat Emergency meeting, the City Council Goal Setting Session, the Contra Costa County Mayors' Conference, attended the Memorial Day Committee meeting, met with the City Manager and requested a future item on the agenda pertaining to Legislative updates, and thanked Christine Tran and Emily Ventura from the Creekside Artist Guild for the facemasks.

Christine Tran provided a brief summary of the CCE Community Project.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Mark Quady expressed that he does not feel safe in Clayton, because of actions of an immediate neighbor, feeling harassed and intimidated.

Jonathan Lee had his son Owen speak first who expressed he does not like racism and urged the community to work together to make Clayton hate-free. Mr. Lee expressed his encounters of racism throughout his life, more recently with his neighbor. He advised he is organizing a stop the hate rally this Saturday at The Grove park at Noon.

Bassam Altwal requested the City Council make a strong anti-racist statement for the community.

Dee Vieira read a statement she wrote to Max and Nancy King and David McCracken regarding their actions against their neighbor and provided suggestions of what could have been done differently.

Stefano Gonzalez on the Board of Directors with the Rainbow Center, who was in attendance at the rising of the Pride Flag in June 2020, expressed disappointment of recent incidents in Clayton and urged the City Council to promote the safety of all of its residents.

Scott Denslow encouraged the community to visit Mt Diablo State Park and enjoy its surroundings. He also invited anyone who would like to meet at Morsei's on Friday at 6 pm to meet and welcome Mark and Jonathan to Clayton.

Frank Gavidia expressed he does not stand for any racism, and finds incredible the hypocrisy done out of political vindictiveness on both the City Council and Planning Commission. He stated that he also doesn't stand for inconsistency and hypocrisy.

Julie Kirkeeng requested the City Council to consider Autism Acceptance month in the City of Clayton for the month of April and bring awareness to the community.

Vince Moita encouraged the City Council to address the hate in the community. He also advised a letter was sent to the city to reiterate his position on the Oak Creek Canyon project and thanked staff for their work so far on this project.

Terri Denslow encouraged the community to celebrate the diversity of Clayton and she also supports Cheryl Willis in bringing the Anti-Racist Little Library to Clayton.

Mayor Wolfe closed public comment.

8. **PUBLIC HEARINGS** – None.

9. **ACTION ITEMS**

- (a) Adopted Resolution No. 14-2021 Authorizing the Clayton Police Department to Apply For, And Accept \$465,881 In Grant Funding From the California Department of Justice to Participate In the Tobacco Grant Program. (Police Chief)

Police Chief Elise Warren introduced the item.

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

Jim Moita expressed support of the Police Department and for this potential grant.

Mayor Wolfe closed public comment.

It was moved by Councilmember Diaz, seconded by Councilmember Tillman, to adopt Resolution No 14-2021 Authorizing the Clayton Police Department to Appy For, and Accept \$465,881 in Grant Funding From the California Department of Justice to Participate in the Tobacco Grant Program. (Passed 4-0 vote).

- (b) Recognition of Cultural Heritage Months and Other Significant Celebrations (City Manager)

City Manager Reina Schwartz introduced the item.

Councilmember Tillman presented the report.

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

Dee Vieira inquired if Pride month is on the list.

Mayor Wolfe confirmed Pride is on the list.

Mayor Wolfe closed public comment.

It was moved by Vice Mayor Cloven, seconded by Councilmember Tillman, to Recognize Cultural Heritage Months and Other Significant Celebrations as amended by Councilmember Diaz by adding Peace Officers Memorial Day on May 15 with National Police week, Columbus Day, Portuguese Heritage month in June, and Dutch American Heritage on November 16. (Passed 4-0 vote).

10. **COUNCIL ITEMS**

Mayor Wolfe requested to correct the date on flying the Pride Flag in June so it is not just June 2020.

11. **CLOSED SESSION** – None.

12. **ADJOURNMENT**— on call by Mayor Wolfe, the City Council adjourned its meeting at 8:21 p.m. in memory of Jim Seven Clayton Historical Society Treasurer, Merle Hufford Clayton City Treasurer for twenty years, and Dewey Dodson spent 34 years with the Marine Corp and fought in World War II, all long-time community members and volunteers who recently passed away.

The next regularly scheduled meeting of the City Council will be April 20, 2021.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Carl Wolfe, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 04/20/2021

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	4/13/2021	\$ 227,477.66
Cash Requirements Report	Payroll, Taxes	4/7/2021	\$ 94,302.44
	Total Required		\$ 321,780.10

Attachments:

1. Open Invoice Report, dated 04/13/21 (5 pages)
2. Cash Requirements report PPE 04/04/21 (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
Ace Sierra Tow								
Ace Sierra Tow	3/11/2021	3/11/2021	59040 59052	PD vehicle tows	\$50.00	\$0.00		\$50.00
				<i>Totals for Ace Sierra Tow</i>	<i>\$50.00</i>	<i>\$0.00</i>		<i>\$50.00</i>
Advanced Elevator Solutions, Inc								
Advanced Elevator Solutions, Inc	4/1/2021	4/1/2021	42935	Elevator service	\$124.00	\$0.00		\$124.00
				<i>Totals for Advanced Elevator Solutions, Inc</i>	<i>\$124.00</i>	<i>\$0.00</i>		<i>\$124.00</i>
American Fidelity Assurance Company								
American Fidelity Assurance Company	4/2/2021	4/2/2021	2097502	FSA PPE 4/4/21	\$128.45	\$0.00		\$128.45
				<i>Totals for American Fidelity Assurance Company</i>	<i>\$128.45</i>	<i>\$0.00</i>		<i>\$128.45</i>
Authorize.net								
Authorize.net	3/31/2021	3/31/2021	033121	Online credit card gateway fee March 2021	\$32.40	\$0.00		\$32.40
				<i>Totals for Authorize.net</i>	<i>\$32.40</i>	<i>\$0.00</i>		<i>\$32.40</i>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	4/9/2021	4/9/2021	902119	Legal services March 2021	\$9,574.00	\$0.00		\$9,574.00
Best Best & Kreiger LLP	4/9/2021	4/9/2021	902120	Project legal services March 2021	\$6,429.00	\$0.00		\$6,429.00
Best Best & Kreiger LLP	4/9/2021	4/9/2021	902121	Suppl legal svcs March 2021	\$3,596.40	\$0.00		\$3,596.40
Best Best & Kreiger LLP	4/9/2021	4/9/2021	902122	Suppl legal svcs March 2021	\$3,596.40	\$0.00		\$3,596.40
Best Best & Kreiger LLP	4/9/2021	4/9/2021	902123	Project legal svcs March 2021	\$1,463.80	\$0.00		\$1,463.80
				<i>Totals for Best Best & Kreiger LLP</i>	<i>\$24,659.60</i>	<i>\$0.00</i>		<i>\$24,659.60</i>
Break Point Investigations								
Break Point Investigations	4/8/2021	4/8/2021	004	Internal affairs investigation PD 2021-001	\$1,814.60	\$0.00		\$1,814.60
				<i>Totals for Break Point Investigations</i>	<i>\$1,814.60</i>	<i>\$0.00</i>		<i>\$1,814.60</i>
CalPERS Retirement								
CalPERS Retirement	4/4/2021	4/4/2021	040421	Retirement PPE 4/4/21	\$17,195.16	\$0.00		\$17,195.16
				<i>Totals for CalPERS Retirement</i>	<i>\$17,195.16</i>	<i>\$0.00</i>		<i>\$17,195.16</i>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	3/18/2021	3/18/2021	3214397	Copier usage 2/18/21-3/17/21	\$194.87	\$0.00		\$194.87
				<i>Totals for Caltronics Business Systems, Inc</i>	<i>\$194.87</i>	<i>\$0.00</i>		<i>\$194.87</i>
Cash								
Cash	4/13/2021	4/13/2021	PC041321	Petty cash reimbursement	\$139.89	\$0.00		\$139.89
				<i>Totals for Cash.</i>	<i>\$139.89</i>	<i>\$0.00</i>		<i>\$139.89</i>
Cintas Corporation								
Cintas Corporation	4/1/2021	4/1/2021	4080302504	PW uniforms through 4/1/21	\$50.72	\$0.00		\$50.72
Cintas Corporation	4/8/2021	4/8/2021	4080913256	PW uniforms through 4/8/21	\$50.72	\$0.00		\$50.72
				<i>Totals for Cintas Corporation</i>	<i>\$101.44</i>	<i>\$0.00</i>		<i>\$101.44</i>

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
City of Antioch								
City of Antioch	4/8/2021	4/8/2021	1740	Service to PD vehicle 1740	\$547.14	\$0.00		\$547.14
City of Antioch	4/8/2021	4/8/2021	1738	Service to PD vehicle 1738	\$446.86	\$0.00		\$446.86
				<i>Totals for City of Antioch</i>	<u>\$994.00</u>	<u>\$0.00</u>		<u>\$994.00</u>
City of Concord								
City of Concord	3/31/2021	3/31/2021	87871	Dispatch services May 2021	\$24,418.92	\$0.00		\$24,418.92
				<i>Totals for City of Concord</i>	<u>\$24,418.92</u>	<u>\$0.00</u>		<u>\$24,418.92</u>
Comcast Business (PD)								
Comcast Business (PD)	4/1/2021	4/1/2021	119387030	PD Internet March 2021	\$1,002.94	\$0.00		\$1,002.94
				<i>Totals for Comcast Business (PD)</i>	<u>\$1,002.94</u>	<u>\$0.00</u>		<u>\$1,002.94</u>
Comcast Business								
Comcast Business	4/5/2021	4/5/2021	040521	Internet 4/10/21-5/9/21	\$386.16	\$0.00		\$386.16
				<i>Totals for Comcast Business</i>	<u>\$386.16</u>	<u>\$0.00</u>		<u>\$386.16</u>
Contra Costa County Department of Conservation & Development								
Contra Costa County Department of Co	3/31/2021	3/31/2021	2021Q3	CASp fees Q3 FY2021	\$268.60	\$0.00		\$268.60
				<i>Totals for Contra Costa County Department of Conservation & Developmen</i>	<u>\$268.60</u>	<u>\$0.00</u>		<u>\$268.60</u>
Contra Costa County Information Technology								
Contra Costa County Information Techn	3/22/2021	3/22/2021	13883	Telecommunications svcs for February 2021	\$6.93	\$0.00		\$6.93
				<i>Totals for Contra Costa County Information Technology</i>	<u>\$6.93</u>	<u>\$0.00</u>		<u>\$6.93</u>
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	3/23/2021	3/23/2021	71919708	Copier lease April 2021	\$999.86	\$0.00		\$999.86
				<i>Totals for De Lage Landen Financial Services, Inc.</i>	<u>\$999.86</u>	<u>\$0.00</u>		<u>\$999.86</u>
Diablo View Construction, Inc								
Diablo View Construction, Inc	4/2/2021	4/2/2021	1393	EH stairs & gates repair final pmt	\$10,000.00	\$0.00		\$10,000.00
				<i>Totals for Diablo View Construction, Inc</i>	<u>\$10,000.00</u>	<u>\$0.00</u>		<u>\$10,000.00</u>
Division of the State Architect								
Division of the State Architect	3/31/2021	3/31/2021	2021Q3	CASp Fees Q3 FY 2021	\$31.60	\$0.00		\$31.60
				<i>Totals for Division of the State Architeci</i>	<u>\$31.60</u>	<u>\$0.00</u>		<u>\$31.60</u>
Emergency Planning Consultants								
Emergency Planning Consultants	3/16/2021	3/16/2021	1	Hazard Analysis for LHMP	\$50,625.00	\$0.00		\$50,625.00
				<i>Totals for Emergency Planning Consultants</i>	<u>\$50,625.00</u>	<u>\$0.00</u>		<u>\$50,625.00</u>
Environtech Enterprises								
Environtech Enterprises	3/1/2021	3/1/2021	A001A-3A-21	Weed abatement February 2021	\$7,000.00	\$0.00		\$7,000.00
				<i>Totals for Environtech Enterprises</i>	<u>\$7,000.00</u>	<u>\$0.00</u>		<u>\$7,000.00</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
Galaxy Press								
Galaxy Press	12/29/2020	12/29/2020	33967	Letterhead & business card printing	\$545.11	\$0.00		\$545.11
				<i>Totals for Galaxy Press</i>	<u>\$545.11</u>	<u>\$0.00</u>		<u>\$545.11</u>
Geoconsultants, Inc.								
Geoconsultants, Inc.	3/31/2021	3/31/2021	19156	Well monitoring March 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>
Hinderliter de Llamas & Associates								
Hinderliter de Llamas & Associates	3/22/2021	3/22/2021	SIN007318	Sales tax consulting Q3 FY 2021	\$950.00	\$0.00		\$950.00
				<i>Totals for Hinderliter de Llamas & Associates</i>	<u>\$950.00</u>	<u>\$0.00</u>		<u>\$950.00</u>
ICMA Retirement Corporation								
ICMA Retirement Corporation	4/4/2021	4/4/2021	040421	457 Plan contributions PPE 4/4/21	\$2,209.62	\$0.00		\$2,209.62
				<i>Totals for ICMA Retirement Corporation</i>	<u>\$2,209.62</u>	<u>\$0.00</u>		<u>\$2,209.62</u>
LCC Engineering & Surveying, Inc								
LCC Engineering & Surveying, Inc	8/24/2020	8/24/2020	0032400	North Valley Park ADA Survey	\$2,396.75	\$0.00		\$2,396.75
				<i>Totals for LCC Engineering & Surveying, Inc</i>	<u>\$2,396.75</u>	<u>\$0.00</u>		<u>\$2,396.75</u>
LEHR								
LEHR	3/26/2021	3/26/2021	SI9075	Outfit PD vehicle 1745	\$21,345.79	\$0.00		\$21,345.79
				<i>Totals for LEHR</i>	<u>\$21,345.79</u>	<u>\$0.00</u>		<u>\$21,345.79</u>
Matrix Association Management								
Matrix Association Management	3/31/2021	3/31/2021	15661	Diablo Estates Mgmt March 2021	\$4,532.50	\$0.00		\$4,532.50
Matrix Association Management	1/31/2021	1/31/2021	15273	Diablo Estates Mgmt January 2021	\$4,532.50	\$0.00		\$4,532.50
Matrix Association Management	2/28/2021	2/28/2021	15455	Diablo Estates Mgmt February 2021	\$4,532.50	\$0.00		\$4,532.50
				<i>Totals for Matrix Association Management</i>	<u>\$13,597.50</u>	<u>\$0.00</u>		<u>\$13,597.50</u>
MPA								
MPA	4/8/2021	4/8/2021	INV001702	Unmet liability deductible March 2021	\$531.26	\$0.00		\$531.26
MPA	4/8/2021	4/8/2021	918-23173	Life/LTD January 2021	\$2,149.13	\$0.00		\$2,149.13
MPA	4/8/2021	4/8/2021	918-23201	Life/LTD March 2021	\$1,742.88	\$0.00		\$1,742.88
MPA	4/8/2021	4/8/2021	918-23187	Life/LTD February 2021	\$2,149.13	\$0.00		\$2,149.13
				<i>Totals for MPA</i>	<u>\$6,572.40</u>	<u>\$0.00</u>		<u>\$6,572.40</u>
Municipal Code Corporation								
Municipal Code Corporation	3/18/2021	3/18/2021	00355581	Supplements to muni code	\$903.44	\$0.00		\$903.44
				<i>Totals for Municipal Code Corporation</i>	<u>\$903.44</u>	<u>\$0.00</u>		<u>\$903.44</u>
Nationwide								
Nationwide	4/4/2021	4/4/2021	040421	457 Plan contributions PPE 4/4/21	\$500.00	\$0.00		\$500.00
				<i>Totals for Nationwide</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</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
ParcelQuest								
ParcelQuest	3/31/2021	3/31/2021	3223-4-2021	Parcel Quest renewal FY 2022	\$1,799.00	\$0.00		\$1,799.00
				<i>Totals for ParcelQuest</i>	<i>\$1,799.00</i>	<i>\$0.00</i>		<i>\$1,799.00</i>
Paychex								
Paychex	4/4/2021	4/4/2021	2021040501	Payroll fees PPE 4/4/21	\$263.30	\$0.00		\$263.30
				<i>Totals for Paychex.</i>	<i>\$263.30</i>	<i>\$0.00</i>		<i>\$263.30</i>
Paysafe Payment Processing								
Paysafe Payment Processing	3/31/2021	3/31/2021	March 2021	OTC bankcard fees March 2021	\$172.88	\$0.00		\$172.88
Paysafe Payment Processing	3/31/2021	3/31/2021	March 2021	Online bankcard fees March 2021	\$213.08	\$0.00		\$213.08
				<i>Totals for Paysafe Payment Processing</i>	<i>\$385.96</i>	<i>\$0.00</i>		<i>\$385.96</i>
PG&E								
PG&E	3/24/2021	3/24/2021	032421	Energy 2/23/21-3/23/21	\$4,078.21	\$0.00		\$4,078.21
				<i>Totals for PG&E.</i>	<i>\$4,078.21</i>	<i>\$0.00</i>		<i>\$4,078.21</i>
Professional Convergence Solutions, Inc								
Professional Convergence Solutions, Inc	3/17/2021	3/17/2021	PCS0317211	Phone changes for opening CH	\$185.00	\$0.00		\$185.00
				<i>Totals for Professional Convergence Solutions, Inc</i>	<i>\$185.00</i>	<i>\$0.00</i>		<i>\$185.00</i>
Proforce Law Enforcement								
Proforce Law Enforcement	4/9/2021	4/9/2021	445734	Taser Ammo	\$4,088.76	\$0.00		\$4,088.76
				<i>Totals for Proforce Law Enforcement</i>	<i>\$4,088.76</i>	<i>\$0.00</i>		<i>\$4,088.76</i>
Quadient Leasing USA, Inc								
Quadient Leasing USA, Inc	10/15/2020	10/15/2020	N8538375	Postage machine lease 8/16/20-11/15/20	\$510.81	\$0.00		\$510.81
Quadient Leasing USA, Inc	1/15/2021	1/15/2021	N8677062	Postage machine lease 11/16/20-2/15/21	\$510.81	\$0.00		\$510.81
				<i>Totals for Quadient Leasing USA, Inc</i>	<i>\$1,021.62</i>	<i>\$0.00</i>		<i>\$1,021.62</i>
Rex Lock & Safe, Inc.								
Rex Lock & Safe, Inc.	4/5/2021	4/5/2021	130858	EH Rekey lock	\$771.36	\$0.00		\$771.36
				<i>Totals for Rex Lock & Safe, Inc.</i>	<i>\$771.36</i>	<i>\$0.00</i>		<i>\$771.36</i>
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	4/4/2021	4/4/2021	106707663-001	Iron plant food	\$86.37	\$0.00		\$86.37
				<i>Totals for Site One Landscape Supply, LLC</i>	<i>\$86.37</i>	<i>\$0.00</i>		<i>\$86.37</i>
Sprint Comm (PD)								
Sprint Comm (PD)	3/29/2021	3/29/2021	703335311-232	PD cell phones 2/26/21-3/25/21	\$718.22	\$0.00		\$718.22
				<i>Totals for Sprint Comm (PD)</i>	<i>\$718.22</i>	<i>\$0.00</i>		<i>\$718.22</i>
Staples Business Credit								
Staples Business Credit	3/25/2021	3/25/2021	1634158774	Office supplies	\$354.10	\$0.00		\$354.10
				<i>Totals for Staples Business Credit</i>	<i>\$354.10</i>	<i>\$0.00</i>		<i>\$354.10</i>

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Swenson's Mobile Fleet Repair								
Swenson's Mobile Fleet Repair	3/31/2021	3/31/2021	I002741	PW vehicle maint '07 F450	\$356.87	\$0.00		\$356.87
				<i>Totals for Swenson's Mobile Fleet Repair</i>	<u>\$356.87</u>	<u>\$0.00</u>		<u>\$356.87</u>
Total Imaging Solutions, LLC								
Total Imaging Solutions, LLC	4/6/2021	4/6/2021	12232	Microfiche service 5/4/21-5/3/22	\$530.00	\$0.00		\$530.00
				<i>Totals for Total Imaging Solutions, LLC</i>	<u>\$530.00</u>	<u>\$0.00</u>		<u>\$530.00</u>
Tri-Valley Contracting, Inc								
Tri-Valley Contracting, Inc	3/29/2021	3/29/2021	2021-060	MCR/DVMS Street Restriping	\$8,309.60	\$0.00		\$8,309.60
				<i>Totals for Tri-Valley Contracting, Inc</i>	<u>\$8,309.60</u>	<u>\$0.00</u>		<u>\$8,309.60</u>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	3/22/2021	3/22/2021	032221	CalCard Stmt end 3/22/21	\$5,475.58	\$0.00		\$5,475.58
				<i>Totals for US Bank - Corp Pmt System CalCard</i>	<u>\$5,475.58</u>	<u>\$0.00</u>		<u>\$5,475.58</u>
Verizon Wireless								
Verizon Wireless	4/1/2021	4/1/2021	9876671092	PW cell phones 3/2/21-4/1/21	\$239.70	\$0.00		\$239.70
				<i>Totals for Verizon Wireless</i>	<u>\$239.70</u>	<u>\$0.00</u>		<u>\$239.70</u>
Vigilant Solutions, LLC								
Vigilant Solutions, LLC	4/7/2021	4/7/2021	40960 RI	ESA renewal 6/2021-5/2022	\$4,500.00	\$0.00		\$4,500.00
				<i>Totals for Vigilant Solutions, LLC</i>	<u>\$4,500.00</u>	<u>\$0.00</u>		<u>\$4,500.00</u>
Western Exterminator								
Western Exterminator	4/5/2021	4/5/2021	868079	Pest control March 2021	\$435.95	\$0.00		\$435.95
				<i>Totals for Western Exterminator</i>	<u>\$435.95</u>	<u>\$0.00</u>		<u>\$435.95</u>
Workers.com								
Workers.com	4/2/2021	4/2/2021	129549	Seasonal workers week end 3/28/21	\$2,091.02	\$0.00		\$2,091.02
Workers.com	4/9/2021	4/9/2021	129595	Seasonal workers week end 4/2/21	\$1,045.51	\$0.00		\$1,045.51
				<i>Totals for Workers.com</i>	<u>\$3,136.53</u>	<u>\$0.00</u>		<u>\$3,136.53</u>
GRAND TOTALS:					\$227,477.66	\$0.00		\$227,477.66

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/07/21: \$94,302.44

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

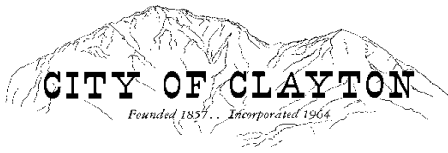
TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	94,302.44
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	94,302.44
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,627.84
	CASH REQUIRED FOR CHECK DATE 04/07/21	108,930.28

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
04/06/21	BANK OF AMERICA, NA	xxxxxxx799	Direct Deposit	Net Pay Allocations	70,680.23	
04/06/21	BANK OF AMERICA, NA	xxxxxxx799	Direct Deposit	Deductions with Direct Deposit	603.50	71,283.73
04/06/21	BANK OF AMERICA, NA	xxxxxxx799	Readychex®	Check Amounts	1,485.51	1,485.51
				EFT FOR 04/06/21		72,769.24
04/07/21	BANK OF AMERICA, NA	xxxxxxx799	Taxpay®	Employee Withholdings		
				Social Security	145.70	
				Medicare	1,439.14	
				Fed Income Tax	13,275.86	
				CA Income Tax	5,010.05	
				Total Withholdings	19,870.75	
				Employer Liabilities		
				Social Security	145.70	
				Medicare	1,439.20	
				Fed Unemploy	14.10	
				CA Unemploy	61.10	
				CA Emp Train	2.35	
				Total Liabilities	1,662.45	21,533.20
				EFT FOR 04/07/21		21,533.20
				TOTAL EFT		94,302.44



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Assist to the City Manager

DATE: April 20, 2021

SUBJECT: Establishing 2021/2022 ERU Assessment Rate for Federal and State Mandated National Pollution Discharge Elimination System (NPDES) Program (Storm Water Pollution Prevention)

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution, Establishing the Rate Per Equivalent Run off Unit (ERU) for FY 2021/22 and requesting the Contra Costa County Flood Control and Water Conservation District to adopt an Annual Parcel Assessment for Drainage and Maintenance and the National Pollutant Discharge Elimination System (NPDES) Program, maintaining the current ERU Rate at \$29.00 per single-family parcel.

BACKGROUND

The 1987 Reauthorization of the Federal Clean Water Act, as well as similar State legislation, required local agencies to obtain a NPDES Permit for discharging the contents of municipal storm drainage water conveyance systems. As implemented and enforced by the State through the Regional Water Quality Control Board (San Francisco Bay Area Region), this permitting effort is intended to improve water quality in the Delta and San Francisco Bay Estuary System, protect endangered species, and safeguard public waters and waterways for continued economic, recreation and health purposes. Stormwater runoff pollution has been identified as a significant impact on water quality and wildlife in the Bay Area by the State and Federal Governments. During wet weather, large amounts of pollutants, such as oil and grease from automobiles, heavy metals from vehicle exhaust and brake pads, such as copper and lead, pesticides, herbicides and fertilizers from lawns and gardens, soil erosion, and biological material enter the storm drain system and ultimately empty, untreated, into creeks, waterways, the Delta and the Bay.

The City participates and obtained its joint NPDES permit from the SF Regional Water Quality Control Board via the Contra Costa Clean Water Program whose participants include the cities within the County, the County and the Flood Control District. The City of Clayton has participated since its inception in September 1993. The SF Regional Water Quality Control Board issued the 4th five-year permit in November 18, 2015, covering FY 2015/16 – 2019/20. This permit, called the Municipal Regional Permit 2.0 (MRP 2.0), covers many counties and cities in the Bay Area. The MRP 2.0 permit allows the City and other jurisdictions to utilize the storm water drainage system for the discharges into creeks that ultimately drain into the Bay. This joint participation allows for the program management and permit process costs to be kept to a minimum through economies of scale and local and regional collaboration, at a fraction of the cost of doing it alone. The program provides for a regional approach to

stormwater pollution control, regional monitoring, public education and outreach, technical support and training, special studies and NPDES permit administration requirements.

As part of its permit conditions, Clayton is required to implement a comprehensive Stormwater Management Plan (SWMP). The SWMP includes public participation and inter-governmental coordination designed to reduce the discharge of pollutants into the storm drainage system to the maximum extent practicable through the required implementation of 500 plus Best Management Practices and other requirements (about 350 pages long with an annual report checklist that is 100 pages in length), or BMPs as they are commonly known. (For comparison: in 1993 first there were 12 BMPs, about 5 pages in length, all related to municipal maintenance activities such as drainage inlet cleaning and v-ditch cleaning. In 1997 there were 257 BMP's covering 40 pages. In FY 2003/04 c3 amendments – an additional 75 pages were added to the permit by the Regional Board, requiring increased regulation and monitoring activities for development/construction controls, municipal maintenance, public education and outreach, illicit discharge and inspection, and documentation and reporting. In 2009 the document grew to 300 pages with 216 requirements). In 2016 the issuance of the new permit MRP 2.0 added more requirements emphasizing elimination of litter from waterways, retrofitting existing drainage inlets and systems to flow to bio planters or landscape areas, i.e.: "Green Infrastructure". (The next permit is planned for issuance in 2021/22 and will likely contain even more unfunded mandates, especially related to accelerating Green Infrastructure projects, and addressing homelessness as it relates to potential impacts to surface drainage and waterways.)

The cost of meeting the obligations of the increased requirements contained in the MRP 2.0 have been and are expected to continue to exceed City revenues received from the ERU. The annual preliminary estimated shortfall for FY2021/22 is expected to be \$56,710 which only apportion (\$16,748) will be able to be covered by the Stormwater Reserve Fund balance, leaving an estimated shortfall of \$39,962 that would need to be made up from the General Fund reserve or Rainy-Day Fund 110. Although it is difficult to fully identify all future additional costs at this point, current compliance costs are projected to outpace revenues in FY 2021/22. Requirements contained in our current permit MRP 2.0 include more elimination of litter going into storm drains; more monitoring and reporting on our storm drain inlets trash capture devices (which capture litter before going to the creek), and "green infrastructure" which sets forth standards for cities to redirect their existing storm drainage water into landscape areas. In addition, reduction of PCBs contained in caulk and joint compounds (structures built between 1950 and 1980) and having cities regulate certain demolition and tenant improvements similar to that now done for asbestos and lead paint for homes and businesses through the planning and building permit process is also required. These last two allow an exemption process under certain verifiable criteria. City staff successfully applied and after a six-month state evaluation process, including asking the City for additional detailed information, was able to receive this exemption. To date the City of Clayton is the only Bay Area city to have successfully received this exemption from the SF Regional Water Board. An additional unfunded mandate in the permit was the creation of a citywide Green Infrastructure Plan which was submitted to the SF Regional Water Board in October 2019. City Council authorized the future project along a portion of Pine Hollow Road to comply with the permit requirements.

AUGMENTED FUNDING DENIED

When the program was originally established in 1993, the rate cap for the current parcel fee in Clayton was set by the City Council at \$29/ERU. Because other members of the Clean Water Program also have the same issues (costs exceeding available revenue available from the ERU rate) a cost/revenue analysis was undertaken by the Contra Costa Clean Water Program to evaluate possible additional funding mechanisms for the added requirements of the MRP. The Clean Water Program attempted three times the pursuit of legislation to add stormwater to the definitions of other utilities such as sewer and water and was not successful in receiving needed legislative support, and there is no support by the governor and his staff. It was after these state wide attempts proved fruitless, our straining local funding and the continuing increased requirements by state regulating agencies that led to the 2012 Prop 218 property owner vote for a new parcel fee. The new second revenue measure did not pass. Local revenues for stormwater quality

protection have been level since 2000—while compliance costs continue to increase. Additional state legislation is being pursued to establish a process to allow for future local voter consideration of new stormwater revenues. However, in order to continue to receive the City's existing current ERU rate of \$29 per single family parcel (the same amount levied since FY1999/2000) it must be levied. Failure to levy this fee would result in the City need to consider use for all this program cost (apx. \$188,489) from its General Fund, Rainy Day Fund 110, and/or a local city specific revenue measure since the regional Prop 218 measure did not receive sufficient voter support for passage.

DISCUSSION

Staff currently participates, as is required by the Program agreement and state permit, on the Clean Water Program's Development Construction Controls/Green Infrastructure Committee, Administration Committee, and Management Committee; and as needed in the Monitoring and Inspection Committee, and the GIS workgroup. City staff typically attends and participates in 4-5 meetings per month.

One of the largest components of the unfunded mandates was the trash load analysis and reduction program that cities had to undertake. This provision required cities to reduce their trash pollution load by 40% by 2014, and completely eliminate (100% reduction) by 2020. The City of Clayton installed 25 trash capture devices and has reduced its trash load to the 100% level at this time, about 5 years before the deadline. Clayton is one of only a few cities in Contra Costa County and the Bay Area that has met this goal ahead of the mandated deadline. The trash capture devices and their installation were covered through ABAG grants that the City received.

However, there were not any new funds to address the mandated studies and documentation that cities must file as part of its Annual Report to the State. They include mandatory maintenance items such as clearing of trash along specific areas of creeks and drainage inlets; the quantification of the materials collected; enforcement action (issuance of citations) to individuals for pollution runoff; creeks and waterways testing, mapping, monitoring and of all creeks and all outfalls to creeks, and specific on-going litter removal down to the size of a cigarette butt of litter on certain distance of creek segments and the cleaning of drainage inlets (we currently do public inlets only). The reporting format requires cities to use computer data base for mapping, reporting and monitoring information and transmitting electronically to the SF Regional Water Board where they will post to a public accessible web site. The Clean Water Program is establishing a cloud-based GIS mapping project where we will have access to GIS data base, therefore at this time there is not a need to undertake an individual city effort to comply with this permit requirement.

The MRP 2.0 permit also required increased and/or enhanced inspections to commercial businesses. The City contracts with Central Contra Costa Sanitary District to perform these inspections, as their staff have the special training needed to undertake and most of the businesses are restaurant businesses which it already periodically inspects. The permit also requires all maintenance staff and city contractors that apply herbicides, pesticides or fertilizers to be certified in Integrated Pest Management Practices (IPM), and Bay Friendly Certified, and for cities to have local IMP management plans and/or ordinances. The City has in the past obtained compliance by ensuring that one of its Maintenance Supervisors is trained. The City's outside noxious weed abatement contractor (Envirotech) and building pesticide contractor (Western Exterminator) are all Bay Friendly Trained and Certified applicators.

Another on-going issue is litigation. Certain third-party interest groups have repeatedly brought legal action against the EPA, State and Regional Agencies, the cities, county, and our Clean Water Program. The focus is that the SF Regional Board issued permit did not mandate enough prescriptive requirements to ensure proper water quality, monitoring and reporting. These court actions have in the past increased costs for legal defense and added to the program requirement standards issued by the State, or as a result of judicial decisions. The Environmental organizations five years ago appealed with the State on the MRP 2.0. This appeal is currently on hold pending the issuance of MRP 3.0 which will then start a new opportunity for third-party interest group litigation. To minimize the potential future legal costs the group program costs have

included encumbrances of some group Program funds for this appeal purpose. To date Save the Bay has been closely monitoring the current MRP 2.0 permit reporting data by cities and the MRP 3.0 new permit issuance process, and have increased their interest in Green Infrastructure. Recent changes at the Federal level in the EPA will not lessen permit requirements or actions mandated to the cities as state legislation and through the voter approved State Clean Water Act, directed by the SF Regional Water Quality Control Board, are the governing authorities.

Overall, the City's total costs are comprised of two components, one consisting of the pro rata share of group costs based upon population. The other is the management and maintenance activities undertaken by the City and its contracts with others for required activity implementation and monitoring and reporting. All program staff and permittees (cities and county) have been and continue to make strong efforts to control costs at the program level. However, funds for the MRP 2.0 permit, technical and legal work, education and outreach, implementation of programs to address recent pollutants of concerns (PCB, Mercury, Lead, Nickel etc.), ongoing trash load reduction management, green infrastructure analysis/implementation, enforcement compliance enforcement for construction site practices, and commercial operations, have increased these State unfunded mandate costs on cities and counties.

ASSESSMENT AND PROGRAM BUDGET

Due to the implementation by the Program of unfunded mandate permit requirements by the SF Regional Board, the Group's Clean Water Program Budget will remain the same as last FY at \$3.5 million. For the last few years and through 2022 increased costs were addressed by Program reserve carry over or encumbrances of this year's funds to help reduce or smooth out increases; thus minimizing the impact (reduction) in return to source funds. In future years there is no reserve available and there are likely to be additional permit requirements and associated costs with the SF Regional Water Board MRP 3.0 issuance.

For FY 2021/22 the City of Clayton's pro rata share of the Programs cost is .98% apx. (\$34,397) which is \$617 more than last year, however \$3,596 more than three years ago. Future cost increases and lack of Program carry over funding in the future years will continue to result in less return to source funds to undertake the added local city permit requirements. At this time, it is expected the decrease in return to source funds is likely to continue into the future absent any other source of funding.

It is currently estimated that for FY 2021/22 the gross revenues from Clayton's assessment will total approximately \$126,306. Of this \$34,397 is allocated to the Clean Water Program administration and group expenses; \$3,800 to the County Auditor for costs related to assessment collection; \$8,000 to the Sanitary District for commercial inspection, monitoring and municipal requested call out inspections; \$3,000 to the District for fiscal and assessment area management, \$3,000 for program reserve, and \$10,000 for our annual state discharge permit fee. Thus, the remaining funds available to the City, for all other activities in FY 2021/22 are approximately \$74,109 an increase of only \$617 over last year; however, compared to 2005 there will be a decrease of \$29,485 in annual return to source funds due to increased state unfunded mandate permit requirements which have been undertaken by the Program.

Approximately 55 percent of the City's funds are directly spent on labor costs of maintenance activities required by the program, such as storm drain inspection and cleaning, creek clearing; responding to spill calls; the remaining is divided between equipment and materials; monitoring and inspection; and management and reporting. In FY 20/21 budget adoption it was anticipated that the ending fund balance would be \$1,333, with existing revenues insufficient to cover expenses starting in FY 2021/22. Although preliminary projections for FY 2021/22 anticipate a starting fund balance of \$16,748, it is still insufficient to cover anticipated expenses. For fiscal year 2021/22, assuming all costs and revenue are same as last fiscal year, it is preliminarily estimated that use of the entire remaining fund balance of \$16,748 may be needed from the City's Stormwater Reserve Fund (Fund 216), depleting the Stormwater Reserve Fund, and an additional need of \$39,962. If additional revenues are needed, the City must default to consider use of its General Fund, General Fund Reserve, Rainy-Day Fund 110.

Future years option could also include a local city specific revenue measure since the regional Prop 218 measure did not receive enough support for passage. However, there may still be a shortage of revenue in this fund until such time as new dedicated funding is obtained. This possibility has been included in past reports and if additional funds are needed for FY 2021/22 or future FY shortfalls, it will be included as part of the City budget report and discussions with City Council as part of the budget process.

To continue the local revenue source necessary to fund the unfunded mandates by federal and state government regulations, the City annually authorizes the Contra Costa Board of Supervisors to direct the Contra Costa Flood Control and Water Conservation District to establish a storm water utility area for the City and to impose benefit assessments on all applicable parcels within the City of Clayton. This item is the annual consideration to request the local assessment levy which provides funding to the Federal and State Clean Water program mandates which the City must undertake and participate in according to Federal and State law. **Staff recommends no increase to the rate for FY 2021/22; it will be the same rate as the last 22 fiscal years, which is \$29.00 per ERU.**

Since the City is not exceeding the current rate cap and not increasing the levy rate, voter approval requirement of Prop. 218 process does not apply. A single family detached dwelling is typically one ERU; homes on lots 20,000 sq. ft. or larger are allocated 1.7 ERU's; attached homes (e.g., townhomes and duets) are 0.7 ERU. This formula is the same throughout all Contra Costa communities and all cities and the County funds their NPDES costs through the ERU assessments.

FISCAL IMPACT

Although a Federal and State Mandated program, cities do not receive any revenues from the Federal and State governments to offset or cover the mandated requirements. Consequently, the Stormwater Utility Rate and Assessment areas were established in 1993 by the County and the Cities to develop a funding source to cover the costs of the Federal and State mandates.

The recommended assessment for FY 2021/22 is the same rate that is currently in place. Should the City not authorize the Flood Control District to establish and collect the annual assessments, the City still has the financial and legal responsibility to perform the Permit requirements but would not receive the apx. \$126,306 generated by the annual assessment. Mandated activities would need funding from another source, such as the General Fund. Given the high level of commitment of the General Fund to other City programs and projects, prior state "takes" of local funds, loss of redevelopment funds, the prior "great recession" and the current COVID-19 economic downturn, and fixed cost impacts to the General Fund, these NPDES costs, if paid for by the General Fund, would adversely impact other services and operations the City currently provides to the community. It must be noted here the Regional Water Quality Control Board and several court cases have consistently declared that clean storm water is of the utmost state priority and public agencies have been given the tools (i.e.: local taxing authority) to generate additional revenues for these purposes by garnering local voter approval to tax themselves more for this mandate.

Additional implementation measures such as those needed for monitoring and maintenance of new Stormwater facilities required under our mandated permit and installed as part of new construction within Clayton (C-3), have been addressed by the City Council to provide for methods that are self-supported by a **new** development such as Benefit Assessment Districts or Homeowners Associations or combination thereof, or other approach that would not financially impact the city and its general funds. This Council-directed policy minimizes potential impacts to the under-funded Stormwater fund or the City's General Fund for the permanent new development installed specific requirements to meet the new state regulations. However not covered by these are the general overall reporting, enforcement action and trash reduction action plans, commercial inspections, monitoring enhancements required by the regional board are reasons that the current assessment fee should be continued.

CONCLUSION

To continue the same revenue source required to fund the state mandated activities the City annually authorizes the Contra Costa Board of Supervisors to direct the Contra Costa Flood Control and Water Conservation District to impose annual benefit assessments on all applicable parcels within the City of Clayton. The attached Resolution would maintain the current Stormwater Utility Rate assessment of \$29.00 per ERU for FY 2021/22.

Attachments:

1. Proposed ERU Resolution for FY 2019-2020
2. Clean Water Program Budget costs and cost sharing formula FY 2019-20
3. Stormwater Fund 216 Budget Information
4. Stormwater Budget History and Forecast

ERU 21-22 ccsr

RESOLUTION NO. __-2021

A RESOLUTION ESTABLISHING THE RATE PER EQUIVILANT RUN-OFF UNIT (ERU) FOR FY 2021/2022 AND REQUESTING THE CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

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

WHEREAS, under the Federal Water Quality Act [33 U.S.C. Section 1342 (p)], certain municipal stormwater discharges require a permit from the appropriate federal or state authorities pursuant to the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Clayton, in conjunction with other affected jurisdictions within Contra Costa County, applied to the State Regional Water Quality Control Board and received a Joint NPDES Permit which requires the implementation of a Storm Water Management Plan and Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, Assembly Bill 2768 (West's Water Code Appendix, Section 63-12 and 63-12.9) authorizes the Contra Costa County Flood Control and Water Conservation District (District) to establish Stormwater Utility Areas (SUA) and to levy annual benefit assessments for the purpose of carrying out activities required under the NPDES program; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES program and local drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control District and Water Conservation District (District) has completed the process for the formation of a SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA and Program Group Costs payment agreement between the City and the District requires that the City of Clayton annually, by May 1, determine its rate to be assigned to a single ERU for the forthcoming fiscal year; and

WHEREAS, the City Council adopted Resolution 9-93, which established the range of the annual assessment to be imposed by the District within the storm water utility area not to exceed \$29 per ERU; and

WHEREAS, the City of Clayton has operated at its maximum \$29 per ERU rate since FY 1999/00 (the last twenty-two fiscal years) and this same rate is proposed again for FY 2021/22.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby determine that its real property assessment rate to be assigned to a single ERU for FY 2021/2022 shall be set and assessed at \$29.00; and

BE IT FURTHER RESOLVED, the City Council of Clayton, California, does hereby request the Contra Costa Flood Control and Water Conservation District to adopt the SUA levies in Clayton based on the above established rate.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Clayton, California at a regular public meeting of thereof held on April 20, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular public meeting held on April 20, 2021.

Janet Calderon, City Clerk

Reso erurate21-22

**CONTRA COSTA CLEAN WATER PROGRAM
GROUP COSTS METHODOLOGY & ALLOCATION
FOR FISCAL YEAR 2021/22**

City/County/State	January 1, 2019	January 1, 2020 ⁽¹⁾	Percent Change	Prorata % of Program ⁽²⁾	SUA Budget ⁽³⁾ Allocation
CONTRA COSTA COUNTY	1,150,621	1,153,561	0.26%		\$ 3,500,000
ANTIOCH	112,423	112,520	0.09%	9.75%	\$ 341,395
BRENTWOOD	64,365	65,118	1.17%	5.64%	\$ 197,573
CLAYTON	11,347	11,337	-0.09%	0.98%	\$ 34,397
CONCORD	130,435	130,143	-0.22%	11.28%	\$ 394,865
DANVILLE	43,923	43,876	-0.11%	3.80%	\$ 133,123
EL CERRITO	24,852	24,953	0.41%	2.16%	\$ 75,709
HERCULES	25,488	25,530	0.16%	2.21%	\$ 77,460
LAFAYETTE	25,644	25,604	-0.16%	2.22%	\$ 77,685
MARTINEZ	37,424	37,106	-0.85%	3.22%	\$ 112,583
MORAGA	16,939	16,946	0.04%	1.47%	\$ 51,416
OAKLEY	41,979	42,461	1.15%	3.68%	\$ 128,830
ORINDA	18,911	19,009	0.52%	1.65%	\$ 57,675
PINOLE	19,563	19,505	-0.30%	1.69%	\$ 59,180
PITTSBURG	73,565	74,321	1.03%	6.44%	\$ 225,496
PLEASANT HILL	34,286	34,267	-0.06%	2.97%	\$ 103,969
RICHMOND	110,793	111,217	0.38%	9.64%	\$ 337,442
SAN PABLO	31,481	31,413	-0.22%	2.72%	\$ 95,310
SAN RAMON	82,100	83,118	1.24%	7.21%	\$ 252,187
WALNUT CREEK	70,958	70,860	-0.14%	6.14%	\$ 214,995
UNINCORP. COUNTY	174,145	174,257	0.06%	15.11%	\$ 528,710
				100.00%	\$ 3,500,000

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2021.
Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. SUA funds allocated for budget purposes, which by policy is set at \$3.5M

Proposed Budget 21-22

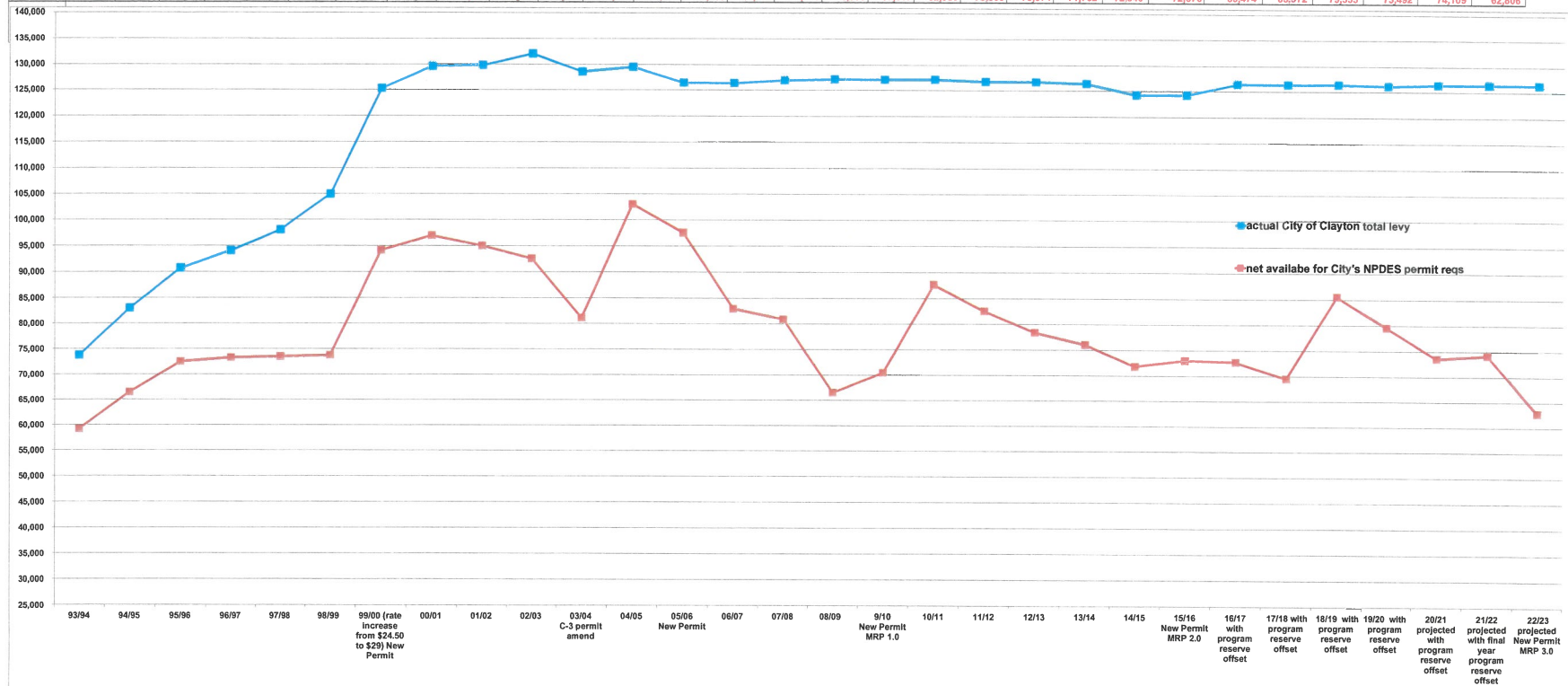
Total Expenditures	159,295	190,548	193,655	188,489
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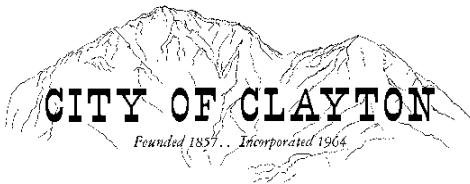
Total Revenue	145,470	136,542	136,242	131,779
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7419 Other Professional Services

Contra Costa Clean Water Program
City of Clayton ERU levy history

Fiscal Year	93/94	94/95	95/96	96/97	97/98	98/99	99/00 (rate increase from \$24.50 to \$29) New Permit	00/01	01/02	02/03	03/04 C-3 permit amend	04/05	05/06 New Permit	06/07	07/08	08/09	9/10 New Permit MRP 1.0	10/11	11/12	12/13	13/14	14/15	15/16 New Permit MRP 2.0	16/17 with program reserve offset	17/18 with program reserve offset	18/19 with program reserve offset	19/20 with program reserve offset	20/21 projected with program reserve offset	21/22 projected with final year program reserve offset	22/23 projected New Permit MRP 3.0
actual City of Clayton total levy	73,716	82,956	90,644	93,993	97,994	104,851	125,196	129,522	129,737	131,915	128,492	129,420	126,362	126,313	126,843	127,055	127,013	127,034	126,626	126,615	126,308	124,144	124,184	126,328	126,279	126,306	126,062	126,306	126,306	126,306
net available for City's NPDES permit reqs	59,158	66,407	72,465	73,265	73,470	73,735	94,135	96,968	95,026	92,527	81,099	102,977	97,533	82,909	80,843	66,420	70,396	87,617	82,530	78,533	75,974	71,762	72,940	72,676	69,474	85,572	79,553	73,492	74,109	62,806





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: APRIL 20, 2021

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES INCLUDING DESIGNATING A NEW CITY ENGINEER

RECOMMENDATION

It is recommended that the City Council, by Resolution, amend an existing agreement with Harris & Associates for professional engineering services including designating a new City Engineer.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services including serving as the City Engineer. In 2018 the Agreement was amended (First Amendment) to provide for the agreement to continue beyond the initial one-year term and to update provisions in compliance with state law.

DISCUSSION

In March 2021, the City was notified that Scott Alman, who had been serving as the designated City Engineer for Clayton, was leaving Harris & Associates. The City remains in contract with Harris & Associates for city engineering services. Harris & Associates has assigned experienced engineer Bill Stracker, PE, TE as the City Engineer for Clayton. The proposed Second Amendment to the Agreement assigns Mr. Stracker as the City Engineer. All other provisions of the agreement remain in place.

FINANCIAL IMPACT

Designating a new City Engineer will not have any direct financial impact at this time.

Attachment 1: Resolution
Attachment 2: Second Amendment to Agreement with Harris & Associates for Professional Engineering Services
Attachment 3: 2018 First Amendment & 2017 Agreement with Harris & Associates for Professional Engineering Services
Attachment 4: Biography for Bill Stracker, PE, TE

RESOLUTION NO. ____-2021

APPROVE A RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES INCLUDING DESIGNATING A NEW CITY ENGINEER

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

WHEREAS, the City of Clayton has contracted since 2017 with the firm Harris & Associates for city engineering services including a designated City Engineer;

WHEREAS, in August 2018, the First Amendment to the Agreement was approved by the City Council allowing the agreement to continue annually after an initial one-year period;

WHEREAS, the current named City Engineer has left Harris & Associates; and

WHEREAS, the City of Clayton wishes to continue to contract with Harris & Associates for a City Engineer and city engineering services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does hereby amend the existing agreement with Harris & Associates to name Bill Stracker as the City Engineer.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California, at a regular public meeting thereof held on the 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Second Amendment to the Professional Engineering Services Agreement ("Second Amendment") is entered into on March 11, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

A. WHEREAS, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement");

B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment;

C. WHEREAS, the Agreement was modified via the First Amendment effective August 21, 2018;

D. WHEREAS, the current terms remain in effect consistent with the original Agreement and the First Amendment; and

E. WHEREAS, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 19. Organization of the Agreement is hereby amended to read as follows in full:

Consultant shall assign Bill Stracker, PE, TE as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

2. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement including the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This First Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on 21 August 2018 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. WHEREAS, in August 2017 the City and Consultant entered into that certain Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement").
- B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment.
- C. WHEREAS, the City and the Consultant mutually desire to amend certain provisions of the Agreement for good and valued consideration to incorporate modifications in the Term and Compensation sections of which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Subdivisions a. and b. of Section 2. Compensation of the Agreement are hereby amended to read as follows:
 - "a. From 01 September 2018 through 31 August 2019, the City shall continue to pay for services satisfactorily rendered by Consultant under the Agreement in accordance with the initial rates in the Schedule of Charges first approved in August 2017, as set forth in Exhibit "A."
 - b. Commencing 01 September 2019 and every one (1) year thereafter (twelve consecutive months), the Schedule of Rates listed in Exhibit "A" will be increased as follows by the corresponding annual percentage increase in the June - June Consumer Price Index (CPI) issued by the Bureau of Labor Statistics, United States Department of Labor, CPI - All Urban Consumers (Base Period 1982-84 = 100) for the San Francisco - Oakland - Hayward, CA metropolitan statistical area:

1. Administrative (Funded By General Fund) Monthly Rate
Monthly Rate is annually adjusted by 90% of the corresponding CPI increase, rounded up or down to the nearest whole dollar.
2. All Remaining Schedules of Hourly Rates (as contained in Exhibit "A")
Hourly rates are annually adjusted by 100% of the corresponding CPI increase."

Subdivision c. of Section 2 shall remain in full force and effect.

2. Section 5. Term of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement shall continue each year hereafter so long as the City or the Consultant is satisfied with its terms, conditions, and performance.

Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments may be retained as part of the Agreement record."

3. Section 12. Indemnification of the Agreement is hereby amended in its entirety to read as follows:

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

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

4. Section 15. Termination or Abandonment of the Agreement is hereby amended in its entirety to read as follows:

"Should the City or the Consultant wish to terminate the Agreement, each party has the right to do so by filing with the other a Notice of Termination with said notice having an effective termination date of ninety (90) days from the date of service of the notice. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, 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."

5. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

By: _____
Gary A. Napper
City Manager

ATTEST:

Janet Brown, City Clerk

HARRIS & ASSOCIATES, INC.

By: _____
Printed Name: _____
Its (title): _____

By: _____
Printed Name: _____
Its (title): _____

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 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 Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (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:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of 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 professional engineering services described in the Scope of Services attached hereto as Exhibit "A."

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

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

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement 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. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

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.

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 prior 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 is nor shall become an employee of City by virtue of this Agreement. 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 procure and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent 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 expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

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. 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 elected 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, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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.

14. Verification of Employment Eligibility.

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

15. RESERVED.

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, 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, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer 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 herein.

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: City Manager

CONSULTANT:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and agrees 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 provision, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

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

CITY OF CLAYTON

By: 

Gary A. Napper
City Manager

ATTEST:

By: 

City Clerk

HARRIS & ASSOCIATES

By: 

Printed Name: Lisa V. Lurabee
Its: CEO

By: 

Printed Name: Steven D. W. Jackson
Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018**Administrative (Funded by General Fund (G.F.))****CLAYTON MONTHLY RATE**

Monthly Lump Sum Retainer

\$9,585.00/ma.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)**CLAYTON HOURLY RATE**

Scott Alman	\$190
Alison Bouley	\$190
Brian Brown	\$180
Dennis Klingelhofer	\$230
Ka Chow	\$105
Teddy Alicante	\$105

Capital Improvement Program (Hourly, Non-G.F.)

Scott Alman	\$190
Jasmine Cuffee	\$190
Vijay Pulijal	\$180
Siva Natarajan	\$165
Kyle Carbert	\$165
Daniel Wilkins	\$140
Alvin Armstrong	\$140
Ka Chow	\$105
Teddy Alicante	\$105

Land Development (Hourly, Non-G.F.)

Scott Alman	\$220
Siva Natarajan	\$175
Kyle Carbert	\$175
Daniel Wilkins	\$150
Ka Chow	\$110
Teddy Alicante	\$110



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Directors	\$230
Senior Project Managers	\$200
Project Managers	\$170
Senior Project Engineers	\$140
Project Engineers	\$90
Senior Technical Support	\$130
Technical Support	\$90

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Director	\$230
Sr. Project Manager	\$190
Project Manager	\$150
Sr. Project Analyst	\$120
Project Analyst	\$90
Technical Support	\$90

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.

William E. Stracker, PE, TE

PROJECT MANAGER

William is recognized as an excellent manager and leader with experience in public works and municipal engineering activities. He leads departmental management design engineering, plan review, construction management and inspection and understands the importance of excellent and effective communication. William's experience includes department budget and CIP development, stormwater quality management, and asphalt pavement design and maintenance management. He maintains an active leadership role in department activities and is a responsive and approachable manager who successfully builds high performing teams. He is capable of managing the big picture while completing defined deliverables on a task-by-task basis by means of utilizing functional working groups, applying real world process to improved decision making and accountability, as well as adapting to changes in priorities.

RELEVANT EXPERIENCE

- **Infrastructure Engineers, City Engineer, Brea CA.**
- **City of Huntington Park**, City Engineer for ATP Cycle 3&4 Design and ATP Cycle 5 Application
- **City of Montebello**, Interim City Engineer:
 - Provided Montebello Boulevard construction oversight and environmental reviews with federal FWS.
 - Provided Beverly Boulevard construction oversight and HAWK pedestrian signal design review.
 - Provided street CIP oversight and management.
- **City of Lynwood**, Public Works Director/City Engineer:
 - Responsible for five Divisions including water/sewer, engineering, electrical, fleet, construction administration, and 53 staff.
 - Managed a \$20 million dollar capital program of street improvements and traffic signal upgrades by dividing the work among three consultants while city staff oversaw schedules, scope and costs. C
 - Worked with Metro and adjacent agencies on development of major transportation corridor improvements including Imperial Highway, Long Beach Boulevard, and Atlantic Boulevard.
 - Developed an infrastructure improvement master plan for streets and storm drains.
 - Oversaw city hall north rehabilitation and telecommunications relocation.
 - Coordinated with Water Manager and County Health Department for plume and toxic substances found in ground water.
 - Supported ongoing sewer and water master plans.
 - Upgraded/constructed three wells and install generators.
 - Worked with Planning, Utilities Manager, other departments, and developer for expansion of Plaza Mexico development.

EDUCATION

Bachelor of Science in Civil and Environmental Engineering

Graduate Studies, Civil Engineering

Certificate Course, Municipal Public Works Administration

Caltrans Sponsor, Lane Closure System-Web Based Training

REGISTRATION

Professional Civil Engineer, CA

Professional Traffic Engineer, CA

PROFESSIONAL MEMBERSHIPS

American Public Works Association, Life Member ACEC

Institute for the Advancement of Engineering, Fellow American Society of Civil Engineers

American Society of Civil Engineers-President Orange County Branch

Civil Engineers and Land Surveyors of California-Board of Directors, Los Angeles County, American Council of Engineering Companies. (ACEC) Orange County, CA

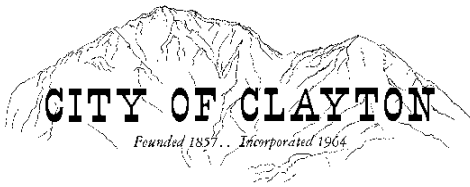
American Public Works Association, Executive Committee-Southern California Chapter, American Public Works Association-San Diego Chapter,

- National Delegate-San Diego Chapter
- President-San Diego Chapter-Received prestigious National recognition Awards.

Member, Board of Directors for SAME Los Angeles Post

Member, Board of Directors for SAME Orange County Post

- **City of Lynwood**, Interim Public Works Director/City Engineer:
 - Managed a \$40 million capital program (streets, water, sewer, buildings, parks, construction).
 - Supervised a 51 person department (sewer/water, electrical, engineering, fleet, construction).
 - Prepared a capital and general fund budget.
 - Conducted a city hall annex planning, design, and oversight management using an “At-Risk” format.
 - Oversaw Community Center (LEED Gold) design and construction oversight management (Prop 84 grant).
 - Managed over \$4 million in grant funded projects.
 - Member of Gateway Cities Public Works TAC, Transportation Committee, and I-710 TAC. Appointed to Gateway Cities Watershed Management Authority by City Council.
- **City of Fontana; Baseline Road and Sierra Highway Street and Intersection Realignment, Widening and Rehabilitation.** Project Manager. This project required right of way engineering and acquisition. Cost was \$19 million.
- **US Army Corps of Engineers LA District/City of Lancaster, Reclaimed Water Transmission and Distribution of a 24-inch Pipeline.** Project Manager. Length of the pipeline was 5.5 miles within the City of Lancaster, constructed in Avenue K, Sierra Highway and Division Street. Project included significant underground utilities locations and relocation and required pipeline jacking beneath railroad and utilities. Joint Army Corps of Engineers and City project and ARRA funding. Cost was \$9.5 million.
- **National City, Council Representation, Building Official, Redevelopment Engineer.** City Engineer. Projects included municipal improvement districts, major capital projects, organization development and staff performance measurements.
- **County of Los Angeles, Northridge Earthquake \$1.5 Billion Rebuilding & Recovery Program.** Principal Member of Joint Venture and Program Manager. Oversaw a staff of 50 that coordinated all aspects of the recovery efforts including working with insurance underwriters, FEMA/OES activities, property owners, and politicians for damage evaluations, recovery concepts and costs, design oversight, and document controls. Also managed major capital projects including grade separations, freeway interchanges, street widening from conceptual development and funding, environmental and preliminary engineering, federal/local funding approvals, PS&E design, oversight of bid advertising, and construction management.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: WILLIAM STRACKER, P.E., CITY ENGINEER

DATE: APRIL 20, 2021

SUBJECT: A RESOLUTION DESIGNATING MANAGEMENT TITLES (AUTHORIZED AGENTS) AUTHORIZED TO EXECUTE REIMBURSEMENT AND OTHER GRANT RELATED FORMS ON BEHALF OF THE CITY FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT TO UPDATE THE CITY OF CLAYTON'S LOCAL HAZARD MITIGATION PLAN (LHMP)

RECOMMENDATION

Staff recommends that City Council adopt a resolution to designating management titles authorized to execute reimbursement and other grant related forms on behalf of the City related to a Federal Emergency Management (FEMA) Grant to update the City of Clayton's Local Hazard Mitigation Plan (LHMP).

BACKGROUND

At its September 17, 2019 meeting, Council adopted Resolution No. 21-2019 approving the acceptance of grant funds for the update of the City's Local Hazard Mitigation Plan (LHMP). The resolution also designated certain staff members as authorized to execute (Authorized Agents) reimbursement and other grant related forms on behalf of the City (OES 130, OES 89, and FFATA form).

DISCUSSION

Unfortunately, the Resolution that was adopted was not acceptable to Cal OES and the City is required to provide a new Resolution designating Authorized Agents in order to be able to have access to the \$96,960 grant the City was awarded. The staff titles that will be Authorized Agents include City Manager, Finance Director, and City Engineer.

FISCAL IMPACT

No negative fiscal impact from adopting the attached resolution; failure to provide a corrected Resolution to Cal OES could result in the City losing access to nearly \$100,000 in grant funds.

Attachments: Resolution
Designation of Agents – OES Form 130

RESOLUTION NO. ##-2021

**A RESOLUTION DESIGNATING MANAGEMENT TITLES (AUTHORIZED AGENTS)
AUTHORIZED TO EXECUTE REIMBURSEMENT AND OTHER GRANT RELATED
FORMS ON BEHALF OF THE CITY FOR A FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) GRANT TO UPDATE THE CITY OF CLAYTON'S LOCAL HAZARD
MITIGATION PLAN (LHMP)**

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

WHEREAS, by Resolution No. 41-2019, adopted September 17, 2019 the Clayton City Council accepted the award of FEMA LHMP grant funding to prepare a City of Clayton LHMP including the certification of FEMA Standard project assurances for federal assistance;

WHEREAS, the award of the grant requires the identification of persons and titles authorized by the City Council to sign important grant documents and there was an error in the presentation of the management titles authorized to execute the reimbursement and other grant related forms on behalf of the City;

WHEREAS, OES Form 130 designates the identification of titles authorized to execute the reimbursement and other grant related forms on behalf of the City; and

WHEREAS, OES Form 130 is included as an attachment with this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clayton, California authorizes persons with the title of City Manager, City Engineer, and Finance Director to execute the Cal OES 89 form, FFATA form, reimbursement and other grant related forms on behalf of the City and to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required; and

BE IT FURTHER RESOLVED, this is a universal resolution and effective for all open and future disasters/grants up to three (3) years following the date of approval below.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on 20th day of April, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular public meeting thereof held on April 20, 2021.

Janet Calderon, City Clerk

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Subrecipient)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service. for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Subrecipient)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130

Instructions

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

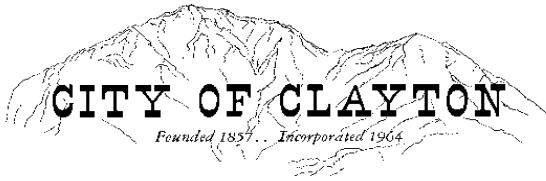
Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: April 20, 2021

SUBJECT: Receive the 2018/19 Annual Citizens Oversight Report by the Trails and Landscape Committee for Measure H, Citywide Landscape Maintenance District

REQUEST

Receive the Annual Report for 2018/19 from the Citizens Oversight Committee [Trails and Landscape Committee (TLC)] as stipulated in Measure H as approved by the voters for the Community Facilities District Funding of the City of Clayton roadway landscaping, trail and openspace maintenance (Landscape Maintenance District).

BACKGROUND

Measure H passed by the voters in June 2016, extended the Citywide Landscape Maintenance District special tax through June 31, 2027. The measure called for the preparation of an Annual Report by a Citizens Oversight Committee to be prepared and submitted to the City Council. The Trails and Landscaping Committee (TLC) is the local name approved by the City Council to refer to the Citizens Oversight Committee called for in the measure.

The TLC has prepared the attached Annual Report. The report includes highlights of the Fiscal Year 18/19 Landscape Maintenance District activities, and FY 18-19 year end budget information on how the revenue received by the special tax (Measure H) was spent on Landscape Maintenance District activities as established by the voters. The TLC independently prepared the report and at its April 12, 2021 meeting, reviewed and unanimously approved the report to be forwarded to the City Council for its acceptance (vote 6-0).

The report provides information and highlights of the Fiscal Year 18/19 Landscape Maintenance District activities.

Attachments:

Citizens Oversight Committee FY 18/19 Annual Report for the Citywide Landscape Maintenance District

City of Clayton- Trails and Landscape Committee (TLC)

serving as the Citizens Oversight Committee for Measure H

Annual Report of the Landscape Maintenance District

Fiscal Year 2018 - 2019

Reviewed and Approved by the TLC members at its Public Meeting on April 12, 2021

Chair – Justin Cesarin

Vice Chair- Bill Wiggins

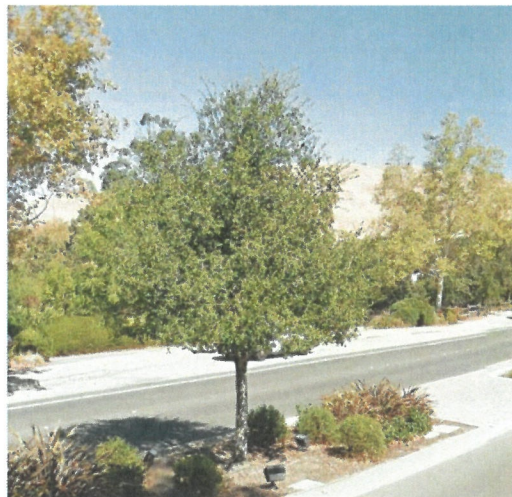
Members

Suzanne Brennan

Trisha Brown

Karen Case

Scott Feuer



2018-19 TLC Members

Citizens and their respective terms who served during the FY 2018-19 as members of the TLC:

(July 1, 2018- June 30, 2019)

Carin Kaplan	December 2017 - December 2019
Howard Kaplan	December 2017 - December 2019
Nancy Morgan	December 2017 – July 2018 (resigned - moved from the area)
Maryann Carroll-Moser	December 2017 - December 2019
Ted Sudderth	March 2018 - December 2020
Doris Ward	March 2018 - December 2020
Bill Wiggins	March 2018 - December 2020

In addition the follow City Council Liaisons served during 2018-2019:

Ex-Officio David Shuey (Vice Mayor) January 2018 - December 2018

Ex Officio Alternate Tuija Catalano (Council Member) January 2018 - December 2018

Ex-Officio Julie Pierce (Vice Mayor) January 2019 - December 2019

Ex Officio Alternate Tuija Catalano (Mayor) January 2019 - December 2019

Trails and Landscaping Committee Annual Report 2018 - 2019

We are all emerging from the turmoil of 2020 and the Trails and Landscaping Committee is no exception. The current committee was all appointed at the end of 2019 and beginning of 2020 with the exception of William Wiggins, who is returning as a committee member. There were no meetings in 2020 and no reports written for the 2019 -2020 or 2018-2019 activity. It is only now that we are all getting together and sorting out our duties and responsibilities. Part of the work we need to do is to review the planned expenditures retroactively for those years and to determine if the funds were spent as outlined in the plans.

Our new committee consists of six members who offer a range of talents and lots of enthusiasm for continuing the work of keeping the Clayton outdoor space beautiful. The new committee members are: Justin Cesarin, Chair; William Wiggins ,Vice Chair; Suzanne Brennan; Trisha Brown; Karen Case; Scott Feuer.

The following Annual Report is for the 2018 -2019 fiscal year. This report contains a detailed account of the expenditures of revenues collected by Measure B. All revenue collected by this measure is used on the Landscape Maintenance District (LMD). Measure B required the formation of a Citizen Oversight Board to assure that the Measure B funds are being utilized for their intended purpose. The Citizen Oversight Committee, now known as the Trails and Landscape Committee (TLC) is made up of citizens of Clayton who are appointed by the City Council to serve a two year term. The committee will advise the council on LMD projects and review maintenance reports and submit recommendations on future budgets. Committee will also prepare an annual report for use by the Council and the citizens of Clayton.

The major expenditures planned for 2018 -2019 were replacing the downtown planter boxes, removing 18 hazardous Eucalyptus trees, replacing the irrigation central control, and replacing a City entry sign. These projects totaled \$487,157.00 Details are shown in the following documents. To the best of our ability it appears that all projects were completed as planned or the funds were carried forward to a future year because the project was delayed. All necessary information seems to be provided.

Sincerely,

The 2020-2021 Landscaping and Trails Committee

**City of Clayton Budget Message
Adopted FY 18-19 Budget
Special Revenue Funds**

A. Citywide Landscape Maintenance District – Fund No. 210

In June 2007, Clayton voters approved a replacement real property special tax to continue funding the operation and maintenance of its citywide public landscaped areas. This voter action created the City of Clayton Landscape Maintenance Community Facilities District 2007-1 (LMD). This annual parcel tax is restricted to landscape costs associated with: arterial and specified roadway medians and parkways, the trails system, the annual open space non-native (exotic) invasive weed abatement in city-owned open space of the area hills, the annual open space and trails weed abatement for fire and public safety, landscape and turf irrigation and the monthly maintenance and special occasion/holiday operation of the “Clayton Fountain”. Operations for the LMD are separately accounted for by the City in a restricted special revenue fund.

Measure B, the 2007 ballot measure, expired June 30, 2017. Given this was the only source of funds for the maintenance and operation of the LMD, in order continue this sole funding a special parcel tax, “Measure H” was placed before the voters on the June 7, 2016 ballot needing two-thirds (66.67%) voter approval. In June 2016, the voters overwhelmingly elected (77.1% positive vote) to extend the LMD special parcel tax for an additional ten (10) years.

Maintenance of City parks is not included as an authorized expenditure under the LMD Act; park maintenance obligations fall to the City’s General Fund. *Citywide public landscaping services have always been funded by a special parcel tax levied on private properties throughout the City.* The LMD has now completed its first year of operation under Measure H. The LMD has a City Council-appointed trails and landscaping citizens’ oversight committee (TLC) that meets periodically to ensure the promised maintenance standards and efficiencies are achieved and reviews the budget ensuring these special- purpose tax revenues are used for their intended purpose as established under the previous ballot measure for the LMD.

Pursuant to the terms of voter-approved Measure H, the special parcel tax rate may be modified annually by the change in the consumer price index (CPI) as published by the US Bureau of Labor and Statistics from April to April for this geographic region (San Francisco-Oakland-Hayward, CA). In no event shall the parcel tax rate be increased by more than 3.0% annually. Given the CPI change (from April 2017 to April 2018) posted at 3.22%, the special parcel tax growth factor must be capped at 3.0% for FY 2018-19. Accordingly, the LMD’S projected revenues are proposed to be increased by 3.0% to a total of \$1,121,746 for FY 2018-19. This results in a modest increase to LMD special parcel

tax revenues of \$32,469 over the prior year adopted budget. The capped CPI growth adjustment will result in an increase of \$7.44 per residential parcel over the prior year rate (last year's single family rate was \$248.42; including the capped CPI adjustment factor the new single-family parcel rate will be \$255.86).

Since 2008, the LMD has used approximately \$1,295,208 of these special tax funds for public landscape and irrigation and trail system improvements. When including an additional \$567,000 of prior-approved projects rolled forward into FY 2018-19, the LMD will have invested over \$1.8 million into landscape related capital improvements in addition to maintaining current landscaping.

For FY 2018-19, the LMD has budgeted to fund the following prior-approved landscape improvement projects:

Downtown Planters Replacement Project	\$ 280,157
Removal of 18 Eucalyptus Trees in Open Space Hills	185,000
Replace Irrigation System Centra Control Field Panel	<u>20,000</u>
Subtotal	485,157
Subdivision/City Entry Sign Replacement Contingency	<u>2,000</u>
Grand Total	\$ 487,157

The proposed LMD budget is a balanced operational budget, utilizing fund balance to undertake non-annual capital improvement projects. This practice is consistent with prior year budgets as the LMD is pay-as-you-go for such improvements, responsibly drawing on fund balance as needed. The budget expenses are primarily adjusted for increased costs from outside agencies as well as for fuel, fertilizer, water, etc.

Prior year's City Council adopted budget included the Downtown Planters (Main Street) replacement project at an estimated \$300,000. Of this amount \$30,000 for plans/specs, and \$270,000 estimated for construction). By the close of FY 2017-18, it is projected \$19,843 has been spent on plan preparation and specifications (\$19,069 in FY 2016-17, and \$774 in FY 2017-18). This leaves a remaining amount that rolls forward of \$280,157. The estimated construction costs are currently \$270,000 and were approved by the City Council in the FY 2017-18 LMD budget. The new City Engineer has been working on street repair and repaving projects and the timing of this project has been delayed, therefore the funding will roll forward to allow this project to move forward in FY 2018-19. The next steps in the process are administrative staff functions which include the City Engineer to review and finalize construction bid documents, and put the project out to bid. The lowest responsive and responsible bidder would then be recommended directly to the City Council for action.

In FY 2017-18 staff identified the need to remove 18 large Eucalyptus trees (\$185,000) in the open space near Regency Drive/El Molino and along a portion of the Cardinet Trail behind the homes on Rachel Ranch, and two remaining trees on Lydia Lane near the park entry. To-date only one of these trees has been removed. The remaining trees are planned for removal early next year with the appropriations being rolled forward to FY 2018-19 proposed budget.

Two years ago the adopted budget included a city-wide subdivision entry re-landscaping project at \$300,000. Although concept plans were approved, outside landscape architect services were needed to survey all utilities/irrigation and prepare construction level plans and specifications for public bidding. Staff has not been able to locate a qualified landscape architect that has the time or inclination to provide a proposal for this work. Therefore last year (FY 2017-18) the City Council put a hold on the project and directed the allocated funds to be returned to LMD reserves in FY 2017- 18. There are no plans to move forward with this project at this time.

The proposed budget is a balanced budget, with the use of the LMD fund balance, which has been done in the past in order to undertake certain replacement or repair projects as the LMD is a pay as you go system drawing on the fund balance as needed. The budgeted expenditures are primarily adjusted for increased costs from outside agencies as well as for fuel, fertilizer etc. The District over the past year has generated a sufficient reserve balance to allow the consideration of new landscaping projects to be undertaken. Although an ending fund balance of \$793,019 is projected, staff is not proposing additional capital project beyond that described above in FY 2018-19, in order to allow sufficient time to complete prior City Council approved projects.

An enormous impact on LMD operations from FY 2012-13 through FY 2016-17 was the declared drought conditions and the severe water conservation reductions imposed by Contra Costa Water District (CCWD) as directed by the Governor's Executive Order Emergency declaration. While homeowners were placed under a 25% reduction plan, city and commercial irrigation water consumers were set at a massive 45% mandatory water reduction order. With irrigation cutbacks of that magnitude the LMD suspended irrigation water to turf and bushes, reserving restricted water supplies to irrigate public trees. The LMD also halted all operation of the Clayton Fountain (even though it is a recirculating fountain) and reduced outside watering to two days per week. This action plan impacted some of the water intensive landscape in order to sustain the more valuable plants and mature signature trees in the LMD. Capital improvement projects engaged during the drought were hardscape-only oriented.

Although the State of California and CCWD relaxed water restrictions, allowing more additional outdoor water irrigation uses than in the prior year, there are still reductions needed to balance against water cost increases. The proposed budget for LMD water irrigation supply service incorporates a large projected water cost increase of \$27,000 over

the prior year adopted budget, bringing the total budgeted water supply expenditure to \$157,000. The irrigation cost hikes over the last two years incorporates a normalization of water irrigation costs back to pre-drought periods, as well as the 6% water rate increase recently approved by the CCWD Board of Directors.

Personnel services, including contracted seasonal labor, account for \$478,390 (30.36%) of the proposed FY 2018-19 LMD budget, which is reasonably consistent with the prior year (\$476,000). Whenever possible, tasks within the LMD are assigned to temporary seasonal personnel that are less expensive labor (e.g. trimming), allowing the City's full-time permanent maintenance employees to focus on tasks requiring journeyman-level experience (e.g. irrigation line and system repairs).

As approved by Measure H voters, the LMD's proposed budget includes a recurring line item (account 7316) for the purchase of replacement plants, budgeted at \$40,000 in FY 2018-19. The LMD further contributes an annual allocation to the City's Capital Equipment Replacement Fund (CERF) for its shared cost of utilizing City Maintenance Department vehicles for LMD operations budgeted at \$20,070 in FY 2018-19. An expenditure of \$37,258 (only 3.28% of total LMD revenues) is transferred to the City's General Fund to pay for the LMD's share of administrative support provided by the City (i.e. telephones, payroll processing, accounts payable, management, insurance, etc.).

With all of these actions, the LMD's ending reserve is projected to be **\$793,019** by the close of FY 2018-19. The LMD's healthy reserve position is evidence the City does not siphon "surplus" monies into its General Fund but uses the special parcel tax revenues for its intended voter-approved purposes. Its monetary existence will be crucial in these post-drought conditions is over and the LMD re-examines priorities to replace landscape lost (including adding in more hardscape treatments) from the extreme water conservation measures.

The Trails and Landscape Committee (TLC) reviewed the proposed LMD budget at their public meeting on May 21, 2018, which conveyed the current year CPI rate of 3.22%. After its review, the TLC recommended [vote: 4-0 (3 absent)] that the special parcel tax levy for the LMD be increased by the CPI cap of 3.0% pursuant to the voter approved Measure H specifying a maximum annual increase of 3.0%). The TLC further recommended approval of the proposed LMD budget for FY 2018-19 as presented, including the carrying forward for FY 2018-19 projects totaling \$487,157 [vote: 4-0 (3 absent)].

Landscape Maintenance District Fund 210 (CFD 2007-1)

FY 18-19

Account Number	Account Name	2017-18 Actual	2018-19 Adopted Budget	2018-19 Actual	2019-20 Adopted Budget
7111	Salaries/Regular	182,771	211,000	217,296	220,000
7112	Temporary Help	126,722	46,000	3,104	-
7113	Overtime	575	1,000	2,583	2,000
7218	LTD/STD Insurance	2,034	2,400	2,452	2,500
7220	PERS Retirement - Normal Cost	21,034	25,200	22,541	23,000
7221	PERS Retirement - Unfunded Liability	24,124	28,290	27,089	32,000
7231	Workers Comp Insurance	12,175	11,600	14,257	12,000
7232	Unemployment Insurance	3,969	2,900	1,293	2,000
7233	FICA Taxes	4,595	6,600	3,442	3,200
7246	Benefit Insurance	38,425	43,400	43,709	44,000
7301	Recruitment/Pre-employment	393	1,000	5	500
7306	Trail Fixture Repairs/ Replacement			-	5,000
7307	Irrigation Supplies and Materials (moved to 7311 in FY 20 21)			-	15,000
7308	Weed Abatement Supplies and Materials (moved to 7311 in FY 20 21)			-	10,000
7309	Plant Nutrition Supplies and Materials (moved to 7311 in FY 20 21)			-	15,000
7311	General Supplies	27,807	50,000	31,881	5,000
7316	Replacement Plants (Shrubs, Trees, etc.)	2,516	40,000	15,932	20,000
7335	Gas & Electric Service	26,981	29,600	28,784	34,400
7338	Water Service	161,261	157,000	169,889	202,300
7340	Traffic Safety Supplies			-	-
7341	Buildings/Grounds Maintenance	8,921	20,000	13,906	17,000
7342	Machinery/Equipment Maint.	6,761	12,000	7,975	12,000
7343	Vehicle Maintenance	17,310	20,000	13,308	20,000
7344	Vehicle Gas, Oil, and Supplies	12,641	13,000	17,514	17,000
7381	Property Tax Admin Cost	3,735	4,000	3,740	4,000
7382	Election Services (as need for measure expire/renewal)	-	-	-	-
7411	Professional Services (Legal- City Attorney)	-	2,000	-	-
7419	Other Prof. Services	5,670	7,000	5,822	7,000
7429	Animal/Pest Control Services (beginning FY 17-18 some work done by city staff and included in salaries above line 7111)	1,075	5,000	-	5,000
7435	Contract Seasonal Labor	-	100,000	117,444	160,000
7440	Tree Trimming Services	50,205	60,000	27,955	60,000
7445	Weed Abatement Services	119,088	128,100	69,198	134,600
7486	CERF Charges/Depreciation	14,500	20,070	20,070	30,000
7520	Project/Program costs	69,329	487,157	218,076	363,157
7615	Property Taxes	2,791	2,900	2,874	3,000
8101	Fund Admin - Transfer to GF	36,095	37,258	37,258	38,760
8113	Transfer to Stormwater Fund	1,008	1,050	1,050	1,090
Total Expenditures		984,511	1,575,525	1,140,447	1,520,507
4604	Clayton LMD Special Parcel Tax	1,089,074	1,121,746	1,121,738	1,155,398
5601	Interest	18,836	15,000	24,284	20,000
5606	Unrealized Inv Gain/Loss	(16,247)		17,827	-
5702	Donations/Contributions (FY 19/20 CBCA donation for 2 pet waste stations at Cardinet/Lydia and El Molino/old Marsh Creek trail locations)			-	
Total Revenue		1,091,663	1,136,746	1,163,849	1,175,398
Increase (Decrease) in Fund Balance		107,152	(438,779)	23,402	(345,109)
Beginning Fund Balance		1,096,083	1,231,798	1,203,234	794,539
Ending Fund Balance		1,203,235	793,019	1,226,636	449,430

City of CB3:G58layton

Landscape Maintenance District Fund 210 (CFD 2007-1)

FY 18-19

Account Number	Account Name	2017-18 Actual	2018-19 Adopted Budget	2018-19 Actual	2019-20 Adopted Budget
7311	General Supplies				
	Bay Area Barricade (Work signs, etc.)	5,014	4,000	1,098	1,000
	Trash Liners Cole Supply	520		454	1,000
	Concord Garden	235	500	674	
	Mt Diablo Landscape decomposed granite for trail repairs			261	
	Plant Nutrients - Topsoil (Contra Costa Topsoil, etc.)	1,310	1,500		
	Plant Nutrients - Fertilizer	6,809	5,000		
	Herbicides		8,000		
	Grainger (Work safety equipment)	317			500
	Weed Control (Nutrien AG, etc.)		5,000	7,061	
	Irrigation supplies (Calcard - US Bank)				
	Ross Recreation (Trash receiptal/ benches)	779	8,000		
	Turf Star - Irrigation Supplies			107	
	Site One Landscape (Irrigation)	7,491	8,000	7,727	
	Zee Medical Supply			414	500
	Misc Supplies (Calcard - US Bank)	5,332	10,000	14,085	2,000
	Total 7311	27,807	50,000	31,881	5,000

7341	Building/Grounds Maintenance				
	East Bay Masonary ret wall repairs - Hummingbird			2,050	
	Martell Water Systems (Well pump repairs)		5,000	1,996	5,000
	Misc Supplies (Calcard - US Bank)			1,417	
	Pond M Solutions (\$650x12 water feature maintenance)	7,800	8,000	6,500	8,000
	Pond M Solutions (extra repairs)		5,000	866	2,000
	Spraytec Maintenance (wastewater)	1,121	2,000	747	2,000
	Trugreen & Acti Lawn Service			330	
	Bay Area Barric				
	Contra Costa Tractor				
	Dillon Elec - Landscape Lighting Repairs				
	Site One Landscape				
	Nutrien Ag - Landscape Chemicals				
	Cole Supply				
	Concord Garden				
	Mt. Diablo Lands - Sand				
	Terracare				
	Evans & Son				
	Wally's Rental				
	Total 7341	8,921	20,000	13,906	17,000

7342	Machinery/Equipment Maintenance				
	Garden Equip Maintenance & Supplies		5,000		4,000
	Concord Garden	3,635		177	
	Concord Trailer World	800	2,000		1,000
	Contra Costa Tractor	687	2,000	2,827	2,000
	LEHR install light bar skip loader				
	Site One Landscape	538			
	Swenson's Mobile Service - Lawnmower service			1,248	3,000
	US Bank (Calcard) - Machinery/Equipment Maint.	1,101	2,000	3,723	2,000
	Big O - Flat Repair				
	Bay Area Barricade				
	Champion Spray				
	Dillon Electric				
	Martell Water Service				
	Performance Tra				
	Turf Star		1,000		
	Total 7342	6,761	12,000	7,975	12,000

City of CB3:G58layton

Landscape Maintenance District Fund 210 (CFD 2007-1)

FY 18-19

Account Number	Account Name	2017-18 Actual	2018-19 Adopted Budget	2018-19 Actual	2019-20 Adopted Budget
7419	Other Professional Services				
	CCC Fire Protection - Operation Permit		1,000		1,000
	EBRCSA-Radio Mtn PW radio's	1,300	1,500	1,450	1,400
	NBS Admin Fees+Del letters	4,370	4,500	4,372	4,600
	Cal Card				
	HercRentals - Truck Rentals for COVID				
	Transferred to CARES/Covid Grant Fd				
	Total 7419	5,670	7,000	5,822	7,000

7445	Weed Abatement Services				
	Apex Grading In - Weed Abatement			42,300	
	Environtech Enterprises (non-native invasive weed abatement - Oakhurst Mitigation EIR)	64,088	65,100	22,809	68,400
	Nutrien Ag Solu - Landscape Materials			4,089	
	Waraner Bros - Peacock Cr Drainage Ditches				
	Weed Abatement - Rows/Medians				
	Waraner Bros Svc 1 x per yr+2 x trails (Fire Protection)	55,000	63,000		66,200
	Total 7445	119,088	128,100	69,198	134,600

7520	Project/Program costs				
	Upgrade irrigation controllers (annual until all complete)	27,514	20,000	18,672	
	Sub Division/City Entry Signs (contingency)		2,000		2,000
	LMD2015-1 - Downtown Planters (\$35,000 increased to \$300,000)	774	280,157	20,725	245,157
	LMD2015-2 - Jeffrey Ranch Relandscaping (\$6,000)	3,374			
	LMD 2018-1 - Removal of 18 Eucalyptus trees in Open Space Hills (\$185,000)	9,333	185,000	177,867	
	LMD 2018-2 - Cardinet Trail Repairs Behind Westwood (\$20,000)	28,334			
	LMD 2019-1 - Arterial Road Tree Trimming (\$100,000)			473	
	LMD 2019-2 - Marsh Creek Rd. Median Work (\$100,000)				
	LMD 2019-3 - Clearing trail dead brush (\$100,000)				10,000
	LMD 2019-4 - Expanded irrigation controller replacement (\$50,000)				20,000
	LMD 2019-5 - Clayton Rd. Median Improvement (\$75,000/4 Medians)				56,000
	LMD 2020-1 (2020 Irrigation Controller Upgrade x2)				30,000
	US Bank (Calcard) - Pet waste containers trails			339	
	Unknown difference between proj & pl - ask Jenn				
	LMD 2021-1 (2020 Irrigation Control Upgrade controllers)				
	Total 7520	69,329	487,157	218,076	363,157

Notes:

Fountain to run pursuant to dates approved by City Council Policy August 21, 2018 : The Clayton Fountain (with fountains) at the intersection of Oakhurst Boulevard, Clayton Road, and Center Street will operate on the following selected days to recognize City-sponsored events or functions and Federal holidays as established by law (5 U.S.C. 6103):

Martin Luther King Jr Birthday, Presidents Day Weekend, Annual Garden Tour Weekend, Annual Art & Wine Weekend, Memorial Day Weekend, 4th of July, BBQ Cook Off, Labor Day Weekend, Oktoberfest, Columbus Day, Thanksgiving weekend, Tree lighting and sing along, Christmas Day, New Years Eve and Day

Replacement Projects Landscape Maintenance District (Measure B 2007-08 through 2016-17; Measure H 2017-18 through 2026-27)	amount-apx	year-apx
Completed:		
Landscaping		
mediain tree replacement clayton road mitchell cyn to Atchinson stage (14 sycamore trees) donations paid for these	\$ 2,500	2008
Oakhurst Drive decorative pavers in narrow median noses, redo irrigation and replanting	\$ 70,000	2010
Clayton Water Feature replanting/redo Irrigation	\$ 114,000	2010
March Creek Circle landscape berm mitigation Irrigation upgrades replanting	\$ 19,400	2011
Clayton Road median (Oakhurst to Mitchell Cyn) and retaining wall from CVS to Daffodil Hill irrigation installation and new landscaping	\$ 328,011	2012
Daffodil Hill new irrigation and new planting (\$27,500 donated by CBCA)	\$ 29,000	2012
Deferred Tree Trimming City Wide (\$20,000 annually)	\$ 160,000	2010-2018
Peacock Creek Dr. Median Tree replacement (partial cost of LMD remainder from traffic accident/insurance recovery fund)	\$ 2,000	2016
Keller Ridge Drive street tree replacements	\$ 58,670	2016
Peacock Creek entry sign replanting project	\$ 11,100	2016
Jeffrey Ranch/Caulfield Ct Island replant/hardscape	\$ 6,000	2018
subtotal \$800,681		
Trails:		
Peacock Creek install new headboards, apply new 1/4 x dust gravel and compact, install waterboard weir drainage	\$ 20,000	2008
Upper Easley - Bruce Lee - Trail from old Marsh Ck to Center Street ; and Lower Easley - El Molino- from old Marsh Ck rd to Weatherly	\$ 60,000	2013
trail crack sealing/repair	\$ 10,000	2013
Lower Easley old Marsh Ck to Village Oaks	\$ 30,000	2015
Mt Diablo Elem School Hill Trail	\$ 19,800	2015
pedestrian Trail Bridge surface replacement	\$ 79,000	2015
Cardinet Trail erosion repair	\$ 75,000	2016
subtotal \$ 293,800		
Other:		
Purchase New Irrigation Control Vehicle (Capital Equipment and Replacement Fund)	\$ 35,000	2007/08
open space tree canopy trim and lifting	\$ 30,000	2012/13-15
Purchase new Tractor \$75,000 with 50% from LMD)	\$ 37,500	2016
Master Remote Computer Controller for all Irrigation Systems	\$ 30,000	2012/13
replace Irrigation system central control field panel	\$ 20,000	2016
replace Irrigation system central control field panel	\$ 20,000	2017
replace Irrigation system central control field panel	\$ 20,000	2018
subtotal \$ 192,500		
Adopt a Trail (from donations only) project suspended by TLC in July 2017		
trail sponsorship signs and plaques (incl posts/signs and installation)	\$ 3,827	2009
Installation of new uplights and electrical at oak trees - cardinet trail east side of library	\$ 4,400	2011/12
subtotal \$ 8,227		
To be done:		
Landscaping		
various subdivision entry redesign relandscape including hardscape	\$	project postponed
downtown Main St planter boxes	\$ 300,000	2018
deferred Tree Trimming City Wide 2018-19 (\$20,000 annually)	\$ 20,000	2019
general various replacement planting	\$ 40,000	2018/19
subtotal \$ 360,000		
Other:		
replace irrigation system central control field panel	\$ 20,000	2019
replace subdivision/city entry sign if needed (contingency)	\$ 2,000	
eucalyptus tree removal in various open space	\$ 185,000	2018
subtotal \$ 207,000		
total reinvestment to Landscape Maintenance District through 6/30/18	\$ 1,295,208	
total additional reinvestment planned through 2017-18	\$ 567,000	
total est reinvestment through 6/30/19	\$ 1,862,208	

Landscape Maintenance District Levy History CFD 2007-1 (approved Nov 2007 for 10 yrs 2007/08-2016/17; renewed by voters for 2017/18-2026/27)													
	close out of old CFD	Measure B start new CFD										Measure H tax renewed	
Year		2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
levy amount (per res parcel and non res per acre or fraction thereof)		\$ 196.76	\$ 202.44	\$ 204.06	\$ 207.56	\$ 213.42	\$ 217.86	\$ 223.04	\$ 229.29	\$ 234.84	\$ 241.18	\$ 248.42	\$ 255.86
actual cpi		n/a	2.88%	0.8%	1.72%	2.82%	2.08%	2.38%	2.78%	2.44%	2.70%	3.78%	3.22%
cpi amount increase		n/a	2.88%	0.8%	1.72%	2.82%	2.08%	2.38%	2.78%	2.44%	2.70%	3.00%	3.00%
\$ amount increase		n/a	\$ 5.68	\$ 1.62	\$ 3.50	\$ 5.86	\$ 4.44	\$ 5.18	\$ 6.22	\$ 5.58	\$ 6.34	\$ 7.24	\$ 7.44
note: levy limited to annual increase of CPI not to exceed 3%													



Agenda Date: 12/10/18

Agenda Item: 4c

TRAILS & LANDSCAPING MAINTENANCE DISTRICT

ACTIVITY REPORT

5/22/2018 to 12/10/2018

- Replanted and infilled bare areas on landscape berm between Marsh Creek Rd and Marsh Creek Circle with 16 Toyon shrubs and 6 purple fountain grass as landscape area is required mitigation for road construction to homes to minimize car headlight glare to homes on Marsh Creek Circle.
- Walked and inspected all creek beds and v-ditches and removed any debris as needed.
- Raised canopy of oak trees along westbound Oakhurst Blvd.
- Installed two new Rainmaster remote irrigation controllers (one Eagle Peak/Keller Ridge; the other at Keller Ridge/Hummingbird). These devices operate with our central irrigation computer control.
- Completed shrub trimming along Oakhurst Blvd, Clayton Road, Marsh Creek Road, old Marsh Creek Road.
- Began pre-emergent spraying landscape areas with target to complete mid- December.

Memo



Agenda Date: 12/10/18

Agenda Item: 4d

To: Trail and Landscape Committee
From: Asst. to the City Manager
Date: December 10, 2018
Re: Landscape Maintenance District Project Updates

The following is the status of Landscape District approve projects

- The downtown Planter Boxes are still in progress with the plan and documentation to review by the City Engineer. The City Engineer will be able to progress on this project in early 2019. This project will need to go through public bidding process.
- Staff has obtained three updated quotes for the removal of 17 Eucalyptus around the City located within the City Landscape District which will allow the it to be placed on upcoming December City Council agenda to award the contract to the company that provided lowest quote. Once contractor approved this project should begin in January, however some areas are weather dependent due to ground condition.
- Completed pilot replanting project of ½ of Clayton Road median east of Lydia Lane. Project included removal of any remaining dead manzanita shrubs and trees; replaced existing 6" irrigation heads with 12" heads, relocated irrigation 12" from back of curb; and planted 42 purple fountain grass plants; 110 red carpet roses, and 24 Ameria Maritima; and 2" plus of mulch top dressing. Remaining ½ of median will be scheduled to be done in early 2019 weather dependent.



Agenda Date: Jan 28, 2019

Agenda Item: 3 (b)

TRAILS & LANDSCAPING MAINTENANCE DISTRICT

ACTIVITY REPORT

12/11/2018 to 1/28/2019

- Leaves throughout the city removed where could cause drainage obstructions or slippage issues
- Completed pre-emergent spraying
- Outside contractor - Pond Solutions - replaced the pump motor on filter pump on the Clayton fountain water feature
- Along sections of the Cardinet trail east of Lydia Park bicycle jumps removed
- Trimmed shrubs on Peacock Creek and on Clayton Road between Library and City Hall
- Installed 2 new replacement irrigation controllers at the base of Eagle Peak Drive
- Administered the contract of Eucalyptus trees removal project (Lydia, Cardinet Trail at end of and El Portal / Regency Drive.
- Removed a large fallen branch from a California Pepper tree that fell into the road way due to the storm on 12/16; and removed dead tree that fell into creek along El Portal near Malibu Ct.
- Trimming was performed on Daffodil Hill and on the trail between Easley Drive and Marsh Creek Road.
- Working on upgrading irrigation controller program with the cities IT consultant

Memo



Agenda Date: Jan. 28, 2019

Agenda Item: 3(c)

To: Trail and Landscape Committee
From: Asst. to the City Manager
Date: January 28, 2019
Re: Landscape Maintenance District Project Updates

The following is the status of Landscape District approve projects

- The Eucalyptus trees removal project is wrapping up with only 3 or 4 trees to have limbs removed. Two still need to have trunks sectioned. Upon removal it was found that many of the trees had brown rot inside the trunk, some root rot, longitudinal stress cracks on branches and roots, and beetles. All trees on Lydia Lane have been removed; all but three trees along El Portal Drive and Regency have been removed; and two trees remaining to be removed at Black Point Ct. The remaining trees will be removed the last week of January followed by stump grinding where possible.



- The downtown Planter Boxes are still in progress with the plan and documentation to be reviewed by the City Engineer, and additional plans/documents needed for complete bid package will be prepared. The City Engineer anticipates plan evaluation being completed by late February. This project will need to go through public bidding process.
- The second phase of the Clayton Road median east of Lydia Lane replanting has been delayed due to weather. To date the irrigation heads have been changed from 6 inch pop ups to 12 inch and have been moved from the edge of the curb to 12 inches form back of curb. The plant count and planting should be completed by the end of February. The plants will continue with the same general types that were used in the first phase: purple fountain grass plants; red carpet roses, and Armeria Maritima; and 2" plus of mulch top dressing.



Agenda Date: 4-15-19

Agenda Item: 3b

TRAILS & LANDSCAPING MAINTENANCE DISTRICT

ACTIVITY REPORT

1/29/2019 to 4/15/2019

- Weeds on edges of trails are being cut back apx. 24 inches on both sides
- Glyphosate spraying is ongoing throughout the city with signage as appropriate depending on areas being applied
- Storm drains and catch basins throughout the City have been cleaned
- Along sections of the Cardinet trail east of Lydia Park bicycle jumps removed
- There was a small mud slide on Clayton Road next to the large Eucalyptus tree across from city Hall. City staff had the tree inspected by certified arborist McNeil Arboriculture Consultants LLC and found the tree to be in good health with minimal risk of falling
- A small slide was reported in the creek on the Cardinet Trail near the golf course maintenance yard. The cause was determined to be excess water running off the asphalt on the golf course property. City staff reported this to the golf course Superintendent and he was quick to correct the issue.
- Several trees were removed during the storm season due to high winds and soggy soils causing them to fail.
- Our creeks were constantly monitored for blockage and several inlet pipes were cleared from obstruction to keep them flowing during major storms.
- City staff received bids (2) for annual weed abatement for fire breaks in open space and the contract to award to Apex Grading and Disking is going to the City Council at their April 16th meeting. Three other companies declined to submit proposals due to work load. The contract is for a three year period with an option to renew if mutually agreed to for another three years. This will allow the City to have work scheduled to comply with Fire District requirements – as yet the Fire District has not advised as to the time frame to do as the weather has just started to dry out. We will keep monitoring the District Web site where they post this information usually posted by May 10th but then subject to change (dates pushed out) if wet weather returns.
- A report to award bid to Envirotech Environmental to continue with the annual non-native invasive weeds (start thistle and wild artichoke) is also on the City Council April 16th agenda for a three year contract with option for three one year extensions.

Memo



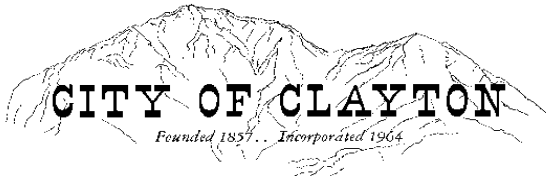
Agenda Date: 4-15-19

Agenda Item: 3c

To: Trail and Landscape Committee
From: Maintenance Supervisor, Jim Warburton
Date: April 15, 2019
Re: Landscape Maintenance District Project Updates

The following is the status of Landscape District approve projects

- The Eucalyptus trees removal project is has been completed.
- The downtown Planter Boxes are still in progress the construction plans are being updated by the City Engineer for putting out to bid end of this month or early May, bids are planned to be due in May. The construction will be timed to occur after 4th of July parade and complete prior to Oktoberfest. So construction would be in July/August/September.
- The second phase of the Clayton Road median east of Lydia Lane replanting has been delayed due to weather and other priorities and need to hire up seasonal workers. The plants will continue with the same general types that were used in the first phase: purple fountain grass; red carpet roses, and Armeria Maritima; and 2" of mulch top dressing.
- The trees on the major arterial have been inspected and are scheduled to be thinned and raised to 15 feet for City standards in April and May, depending on contracting procedure and timing related thereto for bidding, etc.
- A pet waste station donation is being worked on by CBCA president for one of the already city council approved locations. After receipt of the funds it will be ordered and installed. CBCA president has indicated that they would likely purchase a second one later on.
- Deodar Cedar trees on the Corner of Mitchel Canyon and Clayton Rd. were raised to elevate large trucks from hitting lower branches and causing damage to trucks and the trees. These trees were trimmed in cooperation with the property owners. It was determined the trees are half City and half homeowners trees. The city paid half and the home owners also paid half for the trimming.
- The irrigation system central controller will have the new Laguna software installed within the month of April to upgrade the systems capabilities.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: April 20, 2021

SUBJECT: Receive the 2019/20 Annual Citizens Oversight Report by the Trails and Landscape Committee for Measure H, Citywide Landscape Maintenance District

REQUEST

Receive the Annual Report for 2019/20 from the Citizens Oversight Committee [Trails and Landscape Committee (TLC)] as stipulated in Measure H as approved by the voters for the Community Facilities District Funding of the City of Clayton roadway landscaping, trail and openspace maintenance (Landscape Maintenance District).

BACKGROUND

Measure H passed by the voters in June 2016, extended the Citywide Landscape Maintenance District special tax through June 31, 2027. The measure called for the preparation of an Annual Report by a Citizens Oversight Committee to be prepared and submitted to the City Council. The Trails and Landscaping Committee (TLC) is the local name approved by the City Council to refer to the Citizens Oversight Committee called for in the measure.

The TLC has prepared the attached Annual Report. The report includes highlights of the Fiscal Year 19/20 Landscape Maintenance District activities, and FY 19/20 year end budget information on how the revenue received by the special tax (Measure H) was spent on Landscape Maintenance District activities as established by the voters. The TLC independently prepared the report and at its April 12, 2021 meeting, reviewed and unanimously approved the report to be forwarded to the City Council for its acceptance (vote 6-0).

The report provides information and highlights of the Fiscal Year 19/20 Landscape Maintenance District activities.

Attachments:

Citizens Oversight Committee FY 19/20 Annual Report for the Citywide Landscape Maintenance District

City of Clayton- Trails and Landscape Committee (TLC)

serving as the Citizens Oversight Committee for Measure H

Annual Report of the Landscape Maintenance District

Fiscal Year 2019 - 2020

Reviewed and Approved by the TLC members at its Public Meeting on April 12, 2021

Chair – Justin Cesarin

Vice Chair- Bill Wiggins

Members

Suzanne Brennan

Trisha Brown

Karen Case

Scott Feuer



2019-20 TLC Members

Citizens and their respective terms who served during the FY 2019-20 as members of the TLC
(July 1, 2019- June 30, 2020):

Suzanne Brennan	March 2020 – December 2021
Trisha Brown	March 2020 – December 2021
Karen Case	March 2020 – December 2021
Justin Cesarin	March 2020 – December 2021
Scott Feuer	March 2020 – December 2021
Carin Kaplan	December 2017 - December 2019
Howard Kaplan	December 2017 - December 2019
Maryann Carroll-Moser	December 2017 - December 2019
Bill Wiggins	January 2019- December 2020

In addition the follow City Council Liaisons served during 2019-2020:

Ex-Officio Julie Pierce (Vice Mayor) January 2019 - December 2019
Ex Officio Alternate Tuija Catalano (Mayor) January 2019 - December 2019

Ex-Officio Jeff Wan (Vice Mayor) January 2020- December 2020
Ex Officio Alternate Tuija Catalano (Council Member) January 2020- December 2020

March 8, 2021

Dear Clayton City Council and Citizens,

The Trail and Landscape Committee (TLC) saw a number of changes in fiscal year 2019-2020. There was a significant change over in the roster of committee members at the end of December 2019. Four of the five TLC members (myself, Bill Wiggins, being the exclusion) opted not to re-apply to be reinstated on the committee at the expiration of their terms in December 2019. Five new Clayton citizens volunteered to serve and in March 2020 began their term on the TLC. Due to this time gap while the committee roster was in transition and then the ensuing disruptions caused by the COVID pandemic from March and throughout the remainder of FY 2020, the TLC only held one meeting (in September 2019) during FY 2019-2020. We are just now able and beginning to meet again to resume our normal role as a citizen oversight committee for the Clayton Landscape Maintenance District (LMD) and Fund No. 210.

Attached to this annual report by TLC for LMD Fiscal Year 2019-2020 is another report titled "City of Clayton Budget Message and Adopted F.Y. 2019-2020 Budget." This report, among other things, discusses what the scope of actions and planned activities were for the LMD and Maintenance Team for FY 2019-2020. Also included in this report are the Maintenance District Activity Reports up until September 2019 as well as the City Staff Report dated October 2019 recommending the discontinuation of Glyphosate ("Round Up") for use in the treatment for weed abatement within the LMD. The last addition to this report is the LMD Fund-210 Financials showing the proposed/adopted budget figures and actual revenue and expense figures pertaining to the FY 2019-2020 LMD budget.

For this Annual Report, I would suggest the primary highlights of 2019-2020 FY were as follows:

1. The commencement and substantial completion of the downtown planter and tree replacement project.
2. The completed scheduled replacement of two DX3 irrigation controls as part of the ongoing irrigation upgrade project.
3. The changes in CCWD water service rates and the substantial impact on the LMD from this increase on expenses in the 2019-2020 budget.
4. Impact from the city staff recommendations to put a moratorium on the use of glyphosate by maintenance crews for weed abatement on trails and medians within the LMD initiated in October 2019.
5. Prohibitive impact of COVID pandemic on staff's use of outside seasonal contract workers for maintenance work from March-June 30 FY 2020.

A review of the 2019-2020 FY Financial Report which the TLC was furnished and is included in this report shows that the actual revenues and expenditures were mostly in line with the proposed/adopted budget the TLC approved. The downtown planter replacement project (Acct Item 7520) was substantially completed at close to the projected budget estimate figure. There was a noteworthy but not unexpected increase in water services expense (Acct Item 7338) during FY 2019-2020 from FY 2018-2019. Weed abatement expenditures (Acct Item 7445) was also somewhat higher than projected. Much of these increases were offset by lower than expected expenditures in other areas like seasonal contract labor (Acct Item 7435) also the Clayton road median project which was planned to be done in FY 2019-2020 was shelved to a later date post COVID beyond the 2019-2020 FY.

All in all the LMD financials show no inappropriate use of District funds and a year-end financial position that remains healthy and in order going into FY 2020-2021.

City of Clayton Budget Message
Adopted FY 19-20 Budget
Special Revenue Funds

A. Citywide Landscape Maintenance District – Fund No. 210

In June 2007, Clayton voters approved a replacement real property special tax to continue funding the operation and maintenance of its citywide public landscaped areas. This voter action created the City of Clayton Landscape Maintenance Community Facilities District 2007-1 (LMD). This annual special parcel tax is restricted to landscape costs associated with: arterial and specified roadway medians and parkways, the trails system, the annual open space non-native (exotic) invasive weed abatement in city-owned open space of the area hills, the annual open space and trails weed abatement for fire and public safety, landscape and turf irrigation and the monthly maintenance and special occasion/holiday operation of the “Clayton Fountain”. Operations for the LMD are separately accounted for by the City in a restricted-use special revenue fund.

Measure B, the 2007 ballot measure, expired June 30, 2017. Given this was the only source of funds for the maintenance and operation of the LMD, in order continue this sole funding a special parcel tax, “Measure H” was placed before the voters on the June 7, 2016 ballot needing two-thirds (66.67%) voter approval. In June 2016, the voters overwhelmingly elected (77.1% positive vote) to extend the LMD special parcel tax for an additional ten (10) years.

Maintenance of City parks is not included as an authorized expenditure under the LMD Act; park maintenance obligations fall to the City’s General Fund. *Citywide public landscaping services have always been funded by a special parcel tax levied on private properties throughout the City.* The LMD has now completed its second year of operation under Measure H. The LMD has a City Council-appointed Trails and Landscaping Citizens’ Oversight Committee (TLC) that meets periodically to ensure the promised maintenance standards and efficiencies are achieved and reviews the budget ensuring these special-purpose tax revenues are used for their intended purpose as established under the previous ballot measure for the LMD.

Pursuant to the terms of voter-approved Measure H, the special parcel tax rate may be modified annually by the change in the consumer price index (CPI) as published by the U.S. Bureau of Labor and Statistics from April to April for this geographic region (San Francisco-Oakland-Hayward, CA). In no event shall the special parcel tax rate be increased by more than three percent (3.0%) annually. Given the local CPI change (from April 2018 to April 2019) was 4.01% the special parcel tax growth factor must be capped at 3.0% for FY 2019-20. Accordingly, the LMD’S projected revenues are proposed to be increased by 3.0% to a total of \$1,155,398 for FY 2019-20. This results in a modest increase to LMD special parcel tax revenues of \$33,652 over the prior year’s adopted budget. The capped CPI growth adjustment will result in an increase of \$7.68 per residential parcel over the prior year rate (last year’s single family rate was \$255.86; including the capped CPI adjustment factor the new single-family parcel rate will be \$263.54).

Over the past ten years, from FY 2007-08 through FY 2018-19, it is estimated the LMD will have used approximately \$1.7 million of these special parcel tax funds for public landscape and irrigation and trail system improvements. When including additional LMD improvement projects planned for FY 2019-20, the LMD will have invested over \$2 million into landscape-related capital improvements in addition to maintaining current landscaping. For FY 2019-20, the LMD has budgeted to fund the following landscape improvement projects already reviewed and approved by the City Council-appointed TLC during their review of the FY 2019-20 draft budget:

<u>Project Description</u>	<u>Amount</u>	<u>Project ID</u>
Downtown Planters Replacement Project	\$ 245,157	LMD2015-1
Clearing Trail Dead Brush	10,000	LMD2019-3
Wireless Irrigation Controller Replacement (ongoing)	20,000	LMD2019-4
Clayton Rd. Median Improvements	56,000	LMD2019-5
Replace Irrigation System Central Control Panel	30,000	LMD2020-1
Subtotal	361,157	
Subdivision/City Entry Sign Replacement Contingency	2,000	
Grand Total	\$ 363,157	

The proposed LMD budget is a balanced operational budget, responsibly utilizing fund balance to undertake non-recurring capital improvement projects. This practice is consistent with prior year budgets as the LMD is pay-as-you-go for such improvements, responsibly drawing on fund balance as needed. Proposed appropriations of the budget are annually adjusted for anticipated water and electrical utility rate increases as well as for fuel, fertilizer, water, etc.

The prior year's City Council adopted budget included the Downtown Planters (Main Street) replacement project at an estimated total cost of \$300,000. By the close of FY 2018-19, it is estimated \$55,413 will have been incurred to-date for plan preparation and specifications (\$19,069 in FY 2016-17; \$1,344 FY 2017-18; \$35,000 projected for FY 2018-19). For FY 2019-20 a budget estimate of \$245,157 is being set aside for construction and completion of this project. The City Engineer is undertaking plan and specification updates and anticipates going out to bid by the close of FY 2018-19. The lowest responsive bidder would then be recommended directly to the City Council for direction. The work for this project is anticipated to be completed between July and September of 2019. If the project bid comes in higher than budgeted, the City Council would need to authorize additional appropriations for this project from either the reserve or re-allocations of appropriations included in the FY 2019-20 proposed budget. This project has been delayed due to other pressing work items requiring attention of the contract City Engineer including street repair and repaving projects and the El Molino Drive Sanitary Sewer Improvement Project. As such, the proposed budget plans to roll unspent appropriations for this project into FY 2019-20 anticipating its completion by the end of the fiscal year.

During FY 2018-19, the previously approved project to remove 18 large eucalyptus trees in the specified open space areas was completed within the budgeted cost of \$185,000. Trees in the scope of this project identified as hazardous and requiring removal were located on Regency Dr. and El Molino Dr. as well as along a portion of the Cardinet Trail adjacent the Rachel Ranch subdivision.

Two years ago the adopted budget included a city-wide subdivision entry re-landscaping project estimated to cost \$300,000. Although concept plans were approved, outside Landscape Architect services were needed to survey all utilities and irrigation as well as prepare construction level plans and specifications for public bidding. Despite much effort, staff was unable to locate a qualified Landscape Architect with the time or interest to undertake this project and submit a proposal for this work. Therefore last year (FY 2017-18) the City Council put a hold on the project, and the allocated funds were returned to the fund reserves in FY 2017-18. There are still no plans to move forward with this project at this time, and the fund balance is insufficient to undertake the magnitude of this project.

Over the past year the LMD has generated a modest reserve balance to allow the consideration of the aforementioned non-operational landscaping improvement projects to be undertaken. Although the proposed budget anticipates an ending fund balance reserve of \$449,430 by the close of FY 2019-20, staff is not proposing additional capital projects in order to allow time to complete prior approved projects and to have sufficient funds for normal operational cash flow purposes.

An enormous impact on LMD operations from FY 2012-13 through FY 2016-17 was the declared drought conditions and the severe water conservation reductions imposed by Contra Costa Water District (CCWD) as directed by the Governor's Executive Order Emergency declaration. While homeowners were placed under a 25% reduction plan, city and commercial irrigation water consumers were set at a massive 45% mandatory water reduction order. With irrigation cutbacks of that magnitude, the City Council ordered the LMD to suspend irrigation water to turf and bushes, reserving restricted water supplies to irrigate public trees. The LMD also halted all operation of the Clayton Fountain (even though it is a recirculating fountain) and reduced outside watering to two days per week. This action plan negatively impacted much of the water intensive landscape in order to sustain the more valuable plants and mature signature trees in the LMD. Capital improvement projects engaged during the extended drought timeframe were hardscape-only oriented.

Although the State of California and CCWD relaxed water restrictions, allowing additional outdoor water irrigation uses than in the recent years, there are still reductions needed to balance against recent water rate increases. For example, new case law has now mandated water districts re-engineer their billing rate structures to incorporate greater costs for service areas with greater water delivery demands (i.e. higher elevations

requiring more energy for delivery). Clayton's geographic location resulted in a rate tier increase by CCWD in January 2019 of over 6%. The proposed budget for LMD water irrigation supply service incorporates a large projected water cost increase of \$45,300 over the prior year budgeted figure, bringing the total budgeted water supply expenditure to \$202,300. In addition to rate increases, the growth in the water services line item over the last two years also reflects the normalization of water irrigation costs back to pre-drought periods.

Personnel services for this labor-intensive work effort account for 32.98% of the LMD budget in FY 2019-20 (\$500,700). Whenever possible, less complex tasks within the LMD are assigned to in-house part-time or contract temporary seasonal personnel, which allows full-time permanent City maintenance personnel to focus their efforts on tasks requiring journeyman-level experience (i.e. irrigation line and system repairs). The LMD has only one full time dedicated staff person of the six (6) permanent Maintenance Department personnel.

As approved by Measure H voters, the LMD'S budget includes a recurring line item (account 7316) for the purchase of replacement plants, budgeted at \$20,000. The LMD further contributes an annual allocation to the City's Capital Equipment Replacement Fund (CERF) for its shared cost of utilizing City Maintenance Department vehicles for LMD operations budgeted at \$30,000 in FY 2019-20. A relatively nominal amount of \$38,760 (3.30% of annual LMD revenue) is transferred to the City's General Fund to help defray the LMD's share of administrative support and overhead incurred by the City (i.e. telephones, payroll processing, accounts payable, management, compliance, legal, etc.).

With all of these actions, the LMD's ending fund balance on June 30, 2020 is projected to be **\$449,430**. The LMD's healthy reserve position is evidence the City does not siphon "surplus" monies into its General Fund but uses the special parcel tax revenues for its intended voter-approved purposes. Its monetary existence is now crucial with the LMD re-examining priorities to replace landscape lost (including adding in more hardscape treatments) from the necessary extreme water conservation measures during recent drought conditions.

The TLC reviewed the FY 2019-20 proposed budget at its public meeting on April 15, 2019. After review, the TLC recommended the special parcel tax levy for the LMD be increased by the inflationary cap of 3.0% pursuant to the voter-approved Measure H. The TLC further recommended approval of the proposed LMD budget for FY 2019-20 as presented, including the specific landscape improvement projects outlined previously.

City of CB3:G58layton

Landscape Maintenance District Fund 210 (CFD 2007-1)

FY 19-20

Account Number	Account Name	2018-19 Actual	2019-20 Adopted Budget	2019-20 Actual	2020-21 Adopted Budget
7111	Salaries/Regular	217,296	220,000	218,753	228,746
7112	Temporary Help	3,104	-	3,757	22,793
7113	Overtime	2,583	2,000	1,075	2,000
7218	LTD/STD Insurance	2,452	2,500	2,379	2,292
7220	PERS Retirement - Normal Cost	22,541	23,000	19,565	21,486
7221	PERS Retirement - Unfunded Liability	27,089	32,000	32,190	22,418
7231	Workers Comp Insurance	14,257	12,000	15,715	12,199
7232	Unemployment Insurance	1,293	2,000	1,291	2,090
7233	FICA Taxes	3,442	3,200	3,694	5,089
7246	Benefit Insurance	43,709	44,000	33,613	41,588
7301	Recruitment/Pre-employment	5	500	-	-
7306	Trail Fixture Repairs/Replacement	-	5,000	54	175,000
7307	Irrigation Supplies and Materials (moved to 7311 in FY 20 21)	-	15,000	10,869	-
7308	Weed Abatement Supplies and Materials (moved to 7311 in FY 20 21)	-	10,000	10,003	-
7309	Plant Nutrition Supplies and Materials (moved to 7311 in FY 20 21)	-	15,000	1,177	-
7311	General Supplies	31,881	5,000	5,808	45,000
7316	Replacement Plants (Shrubs, Trees, etc.)	15,932	20,000	-	20,000
7335	Gas & Electric Service	28,784	34,400	28,672	34,400
7338	Water Service	169,889	202,300	233,372	242,800
7340	Traffic Safety Supplies	-	-	2,817	-
7341	Buildings/Grounds Maintenance	13,906	17,000	13,243	17,000
7342	Machinery/Equipment Maint.	7,975	12,000	7,867	17,000
7343	Vehicle Maintenance	13,308	20,000	16,480	24,000
7344	Vehicle Gas, Oil, and Supplies	17,514	17,000	7,957	18,000
7381	Property Tax Admin Cost	3,740	4,000	3,740	4,000
7382	Election Services (as need for measure expire/renewal)	-	-	-	-
7411	Professional Services (Legal- City Attorney)	-	-	-	-
7419	Other Prof. Services	5,822	7,000	5,934	7,000
7429	Animal/Pest Control Services (beginning FY 17-18 some work done by city staff and included in salaries above line 7111)	-	5,000	608	5,000
7435	Contract Seasonal Labor	117,444	160,000	85,413	160,000
7440	Tree Trimming Services	27,955	60,000	62,738	100,000
7445	Weed Abatement Services	69,198	134,600	172,429	166,586
7486	CERF Charges/Depreciation	20,070	30,000	30,000	30,000
7520	Project/Program costs	218,076	363,157	291,958	222,000
7615	Property Taxes	2,874	3,000	2,961	3,000
8101	Fund Admin - Transfer to GF	37,258	38,760	38,760	39,190
8113	Transfer to Stormwater Fund	1,050	1,090	1,090	1,130
Total Expenditures		1,140,447	1,520,507	1,365,982	1,691,807
4604	Clayton LMD Special Parcel Tax	1,121,738	1,155,398	1,156,944	1,168,107
5601	Interest	24,284	20,000	22,510	24,000
5606	Unrealized Inv Gain/ Loss	17,827	-	21,675	-
5702	Donations/Contributions (FY 19/20 CBCA donation for 2 pet waste stations at Cardinet/Lydia and El Molino/old Marsh Creek trail locations)	-	-	1,804	-
Total Revenue		1,163,849	1,175,398	1,202,933	1,192,107
Increase (Decrease) in Fund Balance		23,402	(345,109)	(163,049)	(499,700)
Beginning Fund Balance		1,203,234	794,539	1,226,636	1,056,841
Ending Fund Balance		1,226,636	449,430	1,063,587	557,141

City of CB3:G58layton

Landscape Maintenance District Fund 210 (CFD 2007-1)

FY 19-20

Account Number	Account Name	2018-19 Actual	2019-20 Adopted Budget	2019-20 Actual	2020-21 Adopted Budget
7306	Trail Fixture Repairs/Replacement				
	Bay Area Barric - Danger Trail Sign			54	
	Trail Repairs				5,000
	Repave to Oakhurst Blvd				150,000
	Crack Sealing Trails				20,000
	Total 7306			54	175,000
7307	Irrigation Supplies & Materials				
	Nutrien Ag Solu - Irrigation Supplies			949	moved to 7311
	Site One Landsc - Irrigation Parts & Control Repair			3,700	
	US Bank Cal Card - Irrigation Supplies			6,220	
					-
	Total 7307			10,869	-
7308	Weed Abatement Supplies & Materials				
	Nutrien Ag Solutions - Landscape Chemicals			9,921	moved to 7311
	Bay Area Barric - Danger Poison Storage Area Sign			82	
	Total 7308			10,003	-
7309	Plant Nutrition Supplies & Materials				
	Nutrien Ag Solu - Fertilizer			831	moved to 7311
	Site-One Landscape			346	
	Total 7309			1,177	-
7311	General Supplies				
	Bay Area Barricade (Work signs, etc.)	1,098	1,000	119	
	Trash Liners Cole Supply	454	1,000	454	
	Concord Garden	674		104	
	Mt Diablo Landscape decomposted granite for trail repairs	261			
	Plant Nutrients - Topsoil (Contra Costa Topsoil, etc.)				
	Plant Nutrients - Fertilizer				
	Herbicides				
	Grainger (Work safety equipment)		500		
	Weed Control (Nutrien AG, etc.)	7,061		208	
	Irrigation supplies (Calcard - US Bank)				
	Ross Recreation (Trash receiptal/benches)				
	Turf Star - Irrigation Supplies	107			
	Site One Landscape (Irrigation)	7,727		231	
	Zee Medical Supply	414	500		
	Misc Supplies (Calcard - US Bank)	14,085	2,000	4,692	45,000
	Total 7311	31,881	5,000	5,808	45,000
7341	Building/Grounds Maintenance				
	East Bay Masonary ret wall repairs - Hummingbird	2,050			
	Martell Water Systems (Well pump repairs)	1,996	5,000	250	5,000
	Misc Supplies (Calcard - US Bank)	1,417		1,587	-
	Pond M Solutions (\$650x12 water feature maintenance)	6,500	8,000	7,150	8,000
	Pond M Solutions (extra repairs)	866	2,000	2,036	2,000
	Spraytec Maintenance (wastewater)	747	2,000		2,000
	Trugreen & Acti Lawn Service	330			
	Bay Area Barric			49	
	Contra Costa Tractor			275	
	Dillon Elec - Landscape Lighting Repairs			1,378	
	Site One Landscape			220	
	Nutrien Ag - Landscape Chemicals			298	
	Cole Supply				
	Concord Garden				
	Mt. Diablo Lands - Sand				
	Terracare				
	Evans & Son				
	Wally's Rental				
	Total 7341	13,906	17,000	13,243	17,000

City of CB3:G58layton

Landscape Maintenance District Fund 210 (CFD 2007-1)

FY 19-20

Account Number	Account Name	2018-19 Actual	2019-20 Adopted Budget	2019-20 Actual	2020-21 Adopted Budget
7342	Machinery/Equipment Maintenance				
	Garden Equip Maintenance & Supplies		4,000	-	4,000
	Concord Garden	177			
	Concord Trailer World		1,000		1,000
	Contra Costa Tractor	2,827	2,000	1,388	2,000
	LEHR install light bar skip loader			470	
	Site One Landscape				
	Swenson's Mobile Service - Lawnmower service	1,248	3,000		3,000
	US Bank (Calcard) - Machinery/Equipment Maint.	3,723	2,000	5,989	7,000
	Big O - Flat Repair			20	
	Bay Area Barricade				
	Champion Spray				-
	Dillon Electric				
	Martell Water Service				
	Performance Tra				
	Turf Star				
	Total 7342	7,975	12,000	7,867	17,000

7419	Other Professional Services				
	CCC Fire Protection - Operation Permit		1,000	-	1,000
	EBRCSA-Radio Mtn PW radio's	1,450	1,400	1,400	1,400
	NBS Admin Fees+Del letters	4,372	4,600	4,517	4,600
	Cal Card			17	
	HercRentals - Truck Rentals for COVID				
	Transferred to CARES/Covid Grant Fd				
	Total 7419	5,822	7,000	5,934	7,000

7445	Weed Abatement Services				
	Apex Grading In - Weed Abatement	42,300			-
	Environtech Enterprises (non-native invasive weed abatement - Oakhurst Mitigation EIR)	22,809	68,400	100,800	68,400
	Nutrien Ag Solu - Landscape Materials	4,089		8,775	
	Warner Bros - Peacock Cr Drainage Ditches				30,000
	Weed Abatement - Rows / Medians				68,186
	Warner Bros Svc 1 x per yr+2 x trails (Fire Protection)		66,200	62,854	
	Total 7445	69,198	134,600	172,429	166,586

7520	Project/Program costs				
	Upgrade irrigation controllers (annual until all complete)	18,672			-
	Sub Division/City Entry Signs (contingency)		2,000		-
	LMD2015-1 - Downtown Planters (\$35,000 increased to \$300,000)	20,725	245,157	259,517	-
	LMD2015-2 - Jeffrey Ranch Relandscaping (\$6,000)				-
	LMD 2018-1 - Removal of 18 Eucalyptus trees in Open Space Hills (\$185,000)	177,867			-
	LMD 2018-2 - Cardinet Trail Repairs Behind Westwood (\$20,000)				-
	LMD 2019-1 - Arterial Road Tree Trimming (\$100,000)	473			-
	LMD 2019-2 - Marsh Creek Rd. Median Work (\$100,000)				-
	LMD 2019-3 - Clearing trail dead brush (\$100,000)		10,000		-
	LMD 2019-4 - Expanded irrigation controller replacement (\$50,000)		20,000	2,444	20,000
	LMD 2019-5 - Clayton Rd. Median Improvement (\$75,000/4 Medians)		56,000		112,000
	LMD 2020-1 (2020 Irrigation Controller Upgrade x2)		30,000	29,997	30,000
	US Bank (Calcard) - Pet waste containers trails	339			
	Unknown difference between proj & gl - ask Jenn				
	LMD 2021-1 (2020 Irrigation Control Upgrade controllers)				60,000
	Total 7520	218,076	363,157	291,958	222,000

Notes:

Fountain to run pursuant to dates approved by City Council Policy August 21, 2018 : The Clayton Fountain (with fountains) at the intersection of Oakhurst Boulevard, Clayton Road, and Center Street will operate on the following selected days to recognize City-sponsored events or functions and Federal holidays as established by law (5 U.S.C. 6103):

Martin Luther King Jr Birthday, Presidents Day Weekend, Annual Garden Tour Weekend, Annual Art & Wine Weekend, Memorial Day Weekend, 4th of July, BBQ Cook Off, Labor Day Weekend, Oktoberfest, Columbus Day, Thanksgiving weekend, Tree lighting and sing along, Christmas Day, New Years Eve and Day

Replacement Projects Landscape Maintenance District (Measure B 2007-08 through 2016-17; Measure H 2017-18 through 2026-27)		amount -apx.	year -apx
Completed:			
Landscaping			
mediain tree replacement clayton road mitchell cyn to Atchinson stage (14 sycamore trees) donations paid for these	\$	2,500	2008
Oakhurst Drive decorative pavers in narrow median noses, redo irrigation and replanting	\$	70,000	2010
Clayton Water Feature replanting/redo irrigation	\$	114,000	2010
March Creek Circle landscape berm mitigation irrigation upgrades replanting	\$	19,400	2011
Clayton Road median (Oakhurst to Mitchell Cyn) and retaining wall from CVS to Daffodil Hill irrigation installation and new landscaping	\$	328,011	2012
Daffodil Hill new irrigation and new planting (\$27,500 donated by CBCA)	\$	29,000	2012
Tree Trimming City Wide - Account 7440 (\$20,000 annually, 2010-2017; \$50,205 in 2017/18)	\$	170,000	2010-2017/18
Peacock Creek Dr. Median Tree replacement (partial cost of LMD remainder from traffic accident/insurance recovery fund)	\$	2,000	2016
Keller Ridge Drive street tree replacements	\$	58,670	2016
Peacock Creek entry sign replanting project	\$	11,100	2016
Jeffry Ranch/Caulfield Ct island replant/hardscape	\$	3,273	2018
Replant and irrigation on Clayton Road median near Lydia Lane (Clayton Rd Median Improvement LMD 2019-5)	\$	19,000	2018/19
General plant replating (Account 7316)	\$	2,517	2017/18
		subtotal \$829,471	
Trails:			
Peacock Creek install new headboards, apply new 1/4 x dust gravel and compact, install waterboard weir drainage	\$	20,000	2008
Upper Easley - Bruce Lee - Trail from old Marsh Ck to Center Street ; and Lower Easley - El Molino- from old Marsh Ck rd to Weatherly_	\$	60,000	2013
trail crack sealing/repair	\$	10,000	2013
Lower Easley old Marsh Ck to Village Oaks	\$	30,000	2015
Mt Diablo Elem School Hill Trail	\$	19,800	2015
pedestrial Trail Bridge surface replacement	\$	79,000	2015
Cardinet Trail erosion repair	\$	75,000	2016
Cardinet asphalt Trail Repair Asphalt behind Westwood (LMD 2018-1)	\$	27,764	2017/18
		subtotal \$ 321,564	
Other:			
Purchase New Irrigation Control Vehicle (Capital Equipment and Replacment Fund)	\$	35,000	2007/08
open space tree canopy trim and lifting	\$	30,000	2012/13-15
Purchase new Tractor \$75,000 (with 50% from LMD)	\$	37,500	2016
Master Remote Computer Controller for all Irrigation Systems	\$	30,000	2012/13
replace irrigation system central control field panel	\$	20,000	2016
replace irrigation system central control field panel	\$	20,000	2017
replace irrigation system central control field panel (LMD 2018-3)	\$	27,614	2017/18
replace irrigation system central control field panel (LMD 2018-3)	\$	20,000	2018/19
Euclyptus tree removal in various open space	\$	187,672	2018/19
		subtotal \$ 407,786	
Adopt a Trail (from donations only) project suspended by TLC in July 2017			
trail sponsorship signs and plaques (incl posts/signs and installation)	\$	3,827	2009
installation of new uplights and electrical at oak trees - cardinet trail east side of library	\$	4,400	2011/12
		subtotal \$ 8,227	
To be done FY 18/19:			
Landscaping			
various subdivision entry redesign relandscape including hardscape	\$		project postponed
Arterial Road Tree Trimming (LMD 2019-1)	\$	100,000	2018/19
Tree Trimming City Wide 2018-19 - Accounty 7440	\$	60,000	2018/19
general various replacement planting (Account 7316)	\$	20,000	2018/19
Other:			
replace irrigation system central control field panel (LMD 2019-4)	\$	30,000	2018/19
		subtotal \$ 210,000	
To be done FY 19/20:			
Landscaping			
general various replacement planting (Account 7316)	\$	20,000	2019/20
Clayton Rd Median Improvement replanting 3 medians	\$	56,000	2019/20
Marsh Creek Road median work - remove dead trees	\$	100,000	2019/20
downtown Main St planter boxes	\$	300,000	2019/20
Trails			
Clear dead brush (LMD 2019-3)	\$	10,000	2019/20
Other:			
replace irrigation system central control field panel (LMD 2019-4)	\$	20,000	2019/20
Irrigation controller upgrade (LMD 2020-1)	\$	30,000	2019/20
replace subdivision/city entry sign if needed (contingency)	\$	2,000	
		subtotal \$ 538,000	
total reinvestment to Landscape Maintenance District through 6/30/18	\$	1,777,048	
total additional reinvestment planned through 2019/20	\$	538,000	
total est reinvestment through 6/30/2020	\$	2,315,048	

Landscape Maintenance District Levy History CFD 2007-1 (approved Nov 2007 for 10 yrs 2007/08-2016/17; renewed by voters for 2017/18-2026/27)														
	close out of old CFD	Measure B start new CFD 2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	Measure H tax renewed 2017/18	2018/19	2019/20
Year levy amount (per res parcel and non res per acre or fraction thereof)		\$ 196.76	\$ 202.44	\$ 204.06	\$ 207.56	\$ 213.42	\$ 217.86	\$ 223.04	\$ 229.29	\$ 234.84	\$ 241.18	\$ 248.42	\$ 255.86	\$ 263.54
actual cpi		n/a	2.88%	0.8%	1.72%	2.82%	2.08%	2.38%	2.78%	2.44%	2.70%	3.78%	3.22%	posted on May 10
cpi amount increase		n/a	2.88%	0.8%	1.72%	2.82%	2.08%	2.38%	2.78%	2.44%	2.70%	3.00%	3.00%	
\$ amount increase		n/a	\$ 5.68	\$ 1.62	\$ 3.50	\$ 5.86	\$ 4.44	\$ 5.18	\$ 6.22	\$ 5.58	\$ 6.34	\$ 7.24	\$ 7.44	\$ 7.68
note: levy limited to annual increase of CPI not to exceed 3%														



Agenda Date: Sept. 30, 2019

Agenda Item: 3(a)

TRAILS & LANDSCAPING MAINTENANCE DISTRICT ACTIVITY REPORT 4/16/19 to 9/15/19

- City staff landscaped the second half of the median on Clayton Road at Lydia Lane
- Management acquired three bids for the City's annual fire weed abatement along open space, awarded the contract and administered the contract through its completion in mid-June.
- City staff conducted annual fire weed abatement by cutting/flailing the weeds along the Cardinet Trail and other major paved trails throughout the City in compliance with Contra Costa County Fire District regulations
- Trimmed the shrubs in the outbound direction of Clayton Road.
- Trimmed the shrubs in the inbound and outbound directions of Oakhurst Blvd.
- Trimmed shrubs on Keller Ridge Drive between back of curb and sidewalk as well as the corners of side streets.
- Maintenance had the irrigation controller on Marsh Creek Road at the Black Diamond Trail repaired
- City Maintenance staff repaired the mainline on Peacock Creek Drive, repaired several irrigation valves and also repaired many sprinkler heads
- City Staff repaired the irrigation mainline on Oakhurst Blvd. at Indian Wells Drive.
- City crews are in the process of cleaning debris from the creeks, when finished with the creeks we will start cleaning V-ditches
- Two new dog waste dispenser's and trash receptacles were installed by donation from CBCA through the City-wide community donor program (copy attached). Pursuant to the City Council per approved locations in the program, one was installed near the trail at El Molino Dr. at old Marsh Creek Rd., the other at Lydia Lane Park near the Cardinet Trail entrance.
- A Large stone pine was removed when it fell into the open space next to 314 Meredith Ct.

- Elm trees on Clayton Road near the south side of Lydia Lane Drive were thinned and raised due to the safety concerns.
- A large Stone Pine tree in the open space behind West Myrick Ct. dropped a large branch into the yard at 320 West Myrick Ct. The branch was removed from the tree and the tree was safety pruned.
- Trees on Clayton road were side pruned for sight clearance of the traffic lights at Diablo View Middle School in both the East and West bound directions.
- An Oak Tree on Clayton Road between Center Street and old Marsh Creek Road had to be removed due to the splitting of the trunk of the tree. Unfortunately this tree could not be saved. The tree next to it was thinned to prevent damage to it.
- The large Pepper tree on Clayton Road at Mitchel Canyon was side pruned for sight clearance of the traffic signal light.



Agenda Date: Sept. 30, 2019

Agenda Item: 3(b)

Memo

To: Trail and Landscape Committee
From: Maintenance Supervisor, Jim Warburton
Date: Sept 30, 2019
Re: Landscape Maintenance District Project Updates

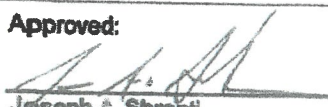
- The Downtown Planter Box Project contract was unanimously approved for award of construction contract at its August 20, 2019 meeting (the Aug. 20, 2019 City Council Resolution, minutes, staff report and power point presentation for this item are attached as information). The signed contract, bonds and insurance has been submitted by the contractor. The City Engineer is working on the construction schedule with the Contractor, with construction targeted to begin sometime in October, after Oktoberfest.
- The trees on the major arterial have been inspected and are scheduled to be thinned and raised to 15 feet for City standards in November, December depending on outside contractor availability and priorities.
- Two new Rain Master DX3 irrigation controllers will be installed in the upcoming months: One on Oakhurst at Eagle Peak west and one at the corner of Oakhurst and Clayton Road. Both of these new controllers will operate with the updated oases computer program for the central irrigation system.
- Stump removal is tentatively planned to on Clayton Road this fall in preparation for replanting targeted for this fall/winter.
- The Peacock Creek Trail is planned to have some repair/ be renovated after this winter rains are over.



Agenda Date: 10-15-2019

Agenda Item: 9b

STAFF REPORT

Approved:

Joseph A. Sbranti
Interim City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: Joe Sbranti, Interim City Manager
DATE: October 15, 2019
SUBJECT: Consideration of a Moratorium on the use of Glyphosate (Round Up)

RECOMMENDATION

Within the past year, a growing number of government agencies have reduced or eliminated the use of Glyphosate as a weed prevention tool. Although, the health effects/risks associated with the use of Glyphosate are still unclear, Staff is recommending a moratorium on the use of Glyphosate until spring of 2021. At that time, staff can bring back a consideration item to the City Council to evaluate the status of Clayton landscaping. Over the next 18+ months, staff will utilize a variety of alternative methods in an effort to effectively manage weeds.

BACKGROUND

Glyphosate is the active ingredient in the herbicide Roundup and other weed prevention products. Its use originated in Agriculture, but it is now commonly used in both commercial and residential landscape maintenance.

Worldwide, there are currently thousands of lawsuits pending regarding the health implications of Glyphosate. To date, the City of Clayton has no record of any health impacts stemming from the use of this product.

On February 5, 2019 the Clayton City Council discussed the use of Glyphosate. At that time, Clayton staff made it clear that this product is only utilized by certified pesticide/herbicide applicators wearing the appropriate safety equipment.

For the past several months, the use of Glyphosate for weed prevention purposes in Clayton has been limited to areas where pedestrians are unlikely to be found. The City staff has ceased use of this product in parks, along trails, and adjacent to sidewalks. However, the product has continued to be used on steep hillsides adjacent to roadways and in roadway median areas.

DISCUSSION

The City of Clayton is generally faced with the following three (3) choices related to the use of Glyphosate:

- Revert to the past practice use of Glyphosate as a weed management tool in all areas of the City.
- Continue with the current practice of allowing the use of Glyphosate as a weed management tool in limited to areas where pedestrians are unlikely to be found.
- Prohibit the use of Glyphosate and utilize other alternate methods to manage weeds in Clayton.

If Glyphosate is prohibited, the City of Clayton Maintenance Department will be limited in the number of alternative weed prevention methods available. Those alternatives methods include:

- Hand Pulling Weeds,
- Weed Cutting at ground level,
- Use of pre-emergent to reduce the growth of weeds,
- Use of organic weed and grass killers (such as BurnOut) that kill the above ground weeds but unfortunately do not prevent regrowth,
- Use of free mulch from local tree trimming companies that can be spread in various areas in an attempt to reduce the growth of weeds.

FISCAL IMPACT

The fiscal impact of a prohibition of the use of Glyphosate is initially estimated to be \$25,000 per year. This amount is an initial estimate of costs related to the implementation of the alternatives weed prevention methods listed above.

In addition to cost impacts, it is anticipated that the alternative methods of weed control may be less effective and result in more unsightly weeds in public areas. The actual impacts would be more easily quantifiable after a period of time when staff has had one or more grow seasons to experience maintenance without the use of Glyphosate.

City Council Meeting April 20, 2021

– Agenda Item 4g

Page 18 to the LMD Annual Report
FY 2019/2020

This page was missing from the
original meeting Agenda report
materials

City of Clayton City Council Minutes October 15, 2019

(b) Consideration of a Moratorium on the use of Glyphosate (Round Up).

City Manager Joe Sbranti presented the report.

Following questions by the City Council, Mayor Catalano opened the item to public comments.

Brian Buddell advised he is supportive of the moratorium, noting other cities have been taking action to protect their citizens.

Mr. Buddell provided a list of domestic and international cities that have banned or limited the use of glyphosate.

Mayor Catalano referred back to a previous comment by Mr. Buddell where he mentioned the State was considering a ban, and inquired about the follow up.

Brian Buddell advised that information was incorrect as the headline was deceiving it was a different pesticide.

Ann Stanaway, 1553 Haviland Place, suggested the use of mulch or wood chips that have been through a solar irradiation to sterilize to prevent the spread of disease.

Mayor Catalano closed public comment.

It was moved by Vice Mayor Pierce, seconded by Councilmember Diaz, to approve a moratorium until Spring 2021 on the use of Glyphosate (Round Up) by the City of Clayton Maintenance Department. (Approved; 5-0 vote).

COLE BRANICH
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Courage"
April 2021

RORY HOUSEMAN-THYGESEN

for

"Doing the Right Thing"

at

Mt. Diablo Elementary School
by exemplifying great "Courage"

April 2021

SOPHIA PRITCHARD

for

"Doing the Right Thing"

at

Diablo View Middle School

by exemplifying great "Courage"

April 2021

HANNAH TORNBORG
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Courage"
April 2021

declaring

April

as

"Autism Acceptance Month"

Whereas, each year, people across the globe take time to recognize the millions of people living with autism spectrum disorder; and

Whereas, autism spectrum disorder is a pervasive developmental disorder affecting the social, communication, and behavioral skills of those affected by it; and

Whereas, one in 68 American children are diagnosed on the autism spectrum; and

Whereas, in Pasco County Schools, we provide services for more than 1,000 students on the autism spectrum; and

Whereas, students are provided educational services in a variety of settings, from general education classes to separate ESE classes; and

Whereas, this number has increased over time as identification methods have improved; and

Whereas, Pasco County Schools continues awareness efforts in order to educate professionals, students, and community members about autism and best practices in educating individuals with autism.

Now, therefore, be it proclaimed that the City Council of the City of Clayton does hereby join the nation in recognizing April as National Autism Awareness Month, as a symbol of our commitment to creating a culture of disability awareness and inclusion for all members of our school community.

Now, Therefore, I, Carl Wolfe, Mayor, and on behalf of the entire Clayton City Council, proclaim April as Autism Acceptance Month in Clayton, CA and I call this observance to the attention of all of our citizens.

declaring
April
as
"Arab-American Heritage Month"

Whereas, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society in medicine, law, business, technology, government, and culture; and

Whereas, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of being model citizens and public servants; bringing their resilient family values, strong work ethic, dedication to education and diversity in faith and creed that have added strength to our great democracy; and

Whereas, Arab Americans have also enriched our society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

Whereas, the history of Arab Americans in the U.S. remains neglected or defaced by misconceptions, bigotry, and anti-Arab hate in the forms of crimes and speech; and

Whereas, Arab American issues, such as civil rights abuses, harmful stereotyping, and bullying must be combatted in the forms of education and awareness; as Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

Whereas, the incredible contributions and heritage of Arab Americans have helped us build a better nation;

Now, therefore, I, CW Wolfe, Mayor of the City of Clayton, hereby proclaim April as **National Arab American Heritage Month** in Clayton, CA and encourage all residents to join us in this special observance, celebrating the contributions Arab Americans have made to society.

declaring
April 22nd
as
"Earth Day"

Whereas, for our children and future generations, we hope for a world with a stable human population that sustains all life on the Earth; and

Whereas, we desire diversity among animals, birds, sea life, flora, and fauna that is equal to or greater than what exists today; and

Whereas, we deserve a world powered by energy that does not require the use of finite natural resources, and does not create radioactive or toxic waste; and

Whereas, we ask world societies to commit to long-term development practices, fully acknowledging future generations, as well as the natural world of tomorrow;

Now, therefore, I, CW Wolfe, Mayor of the City of Clayton, hereby proclaim April 22nd as **EARTH DAY** and ask the citizens of Clayton to pledge to review their lifestyles and consider the habits and ways in which they may cause undue harm to the Earth; and in every deliberation consider the impact on future generations.

declaring

May 1st

as

"Law Day"

Whereas, for Throughout the world, the rule of law is central to the promise of a safe, free, and just society. Respect for and adherence to the rule of law is the premise upon which the United States was founded.

Whereas, America's commitment to this fundamental principle sustains our democracy -- it guides our progress, helps to ensure all people receive fair treatment, and protects our Government of, by, and for the people.

Whereas, America is and always has been a nation of laws. Our institutions of justice are vital to securing the promise of our country, and they are bound up with the values and beliefs that have united peoples through the ages.

Whereas, The United States and our citizens are inextricably linked to all those around the world doing the hard work of strengthening the rule of law -- joined in common purpose by our mutual interest in building freer, fairer, more just societies.

Now, therefore, I, CW Wolfe, Mayor of the City of Clayton, hereby proclaim May 1st each year as Law Day in Clayton, CA and call on all public officials to display the flag of the United States on all government buildings on Law Day and encourage all residents to acknowledge the importance of our Nation's legal and judicial systems with appropriate ceremonies and activities.

**Declaring Wednesday, April 28, 2021 as
"Julie Pierce Day"**

Whereas, Julie Pierce has honorably and admirably served the City of Clayton as a duly elected Council Member from December 1992 to December 1, 2020, including Mayor in 1995, 2001, 2004, 2009, 2013, 2020, and;

Whereas, prior to serving on the City Council, Julie Pierce served on the Clayton Planning Commission from June 1987 to December 1992, providing critical leadership as Planning Commission Chair, and;

Whereas, Julie currently holds the record for the longest serving Clayton official; most times as Mayor; and one of the longest serving women public officials in Contra Costa County and the Bay Area; has played an integral role in fostering consensus among divergent views, and has served as a steadfast leader for her city, county, region, and state, and;

Whereas, Julie worked on transportation, land use and growth management policy issues for over 33 years advocating regional cooperation while retaining local control, including: Contra Costa Transportation Authority Board for 28 years, 4 years as its Chair; 33 years as a TRANSPAC Commissioner; Contra Costa Mayors Conference appointee to Association of Bay Area Governments (ABAG) 2009-2020, serving four years as President; represented ABAG on Metropolitan Transportation Commission; President of the California Council of Governments, representing CCTA; Executive Board of the National Association of Regional Councils; Contra Costa Mayor's Conference including serving as its Chair, and;

Whereas, Julie's leadership was recognized by the Contra Costa Council in 1995 - adoption of Contra Costa's first Countywide Comprehensive Transportation Plan; selected as Woman of the Year (1998) by the San Francisco Chapter of the Women's Transportation Seminar, Contra Costa Shaping Our Future Committee Chair from 2000-2004, bringing elected officials and stakeholders together to develop a plan to strengthen the linkages between housing, jobs and transportation infrastructure, establishing the Urban Limit Line consensus - key in the successful renewal of Contra Costa's Measure J transportation investment program; and mastered the ability to consider the needs of small towns as well as the entire region; and

Whereas, Julie has actively worked to provide for the betterment of Clayton including reviewing and approving all residential neighborhoods built since 1987, the Clayton Library, Endeavor Hall, City Hall, Clayton Community Gym and Diablo View Middle School, Clayton Community Park, Oakhurst and its Open Space, extending the City Trail system, the Grove Park and its concert series. She was on the Westwood HOA Board prior to serving on the Planning Commission; active member of the Clayton Business & Community Association (CBCA) and its Art & Wine, Oktoberfest, and BBQ Cook-off; Clayton Historical Society Museum and Annual Garden Tour; Fourth of July Parade Coordinator; involved in Scouting activities, founding of Troop 484 in Clayton in 1988; and Clayton Valley High School Grad Night Treasurer (1992, 1994), and;

Whereas, Julie communicated openly and honestly about issues, worked cooperatively with all members of the community and city staff, provided logical and independent thinking with the integrity and strength to make the tough decisions facing Clayton, while continuing to advocate for protecting local control of planning decisions as a high priority, and;

Whereas, her experience and steady leadership's been an asset to Clayton, to Contra Costa County, and the Bay Area Region at-large. In each of these roles, Julie has provided dedication to good governance and thoughtful planning for the future of our community. Julie can now spend more time with her husband Steve, two sons and four grandchildren. However, Julie would want us to remember: "We must continue to plan for the future we want for ourselves, our children and grandchildren while retaining the unique qualities that make our Clayton community special".

Now therefore, I, Carl Wolfe, as Mayor of the City of Clayton on behalf of a grateful City Council and community, do hereby recognize and honor the multitude of local and regional government and civic contributions of our colleague, Julie Pierce, and deeply thank her for her many years of service to the Clayton community, and hereby proclaim Wednesday, April 28, 2021, which is her birthday, as "Julie Pierce Day" in the City of Clayton, California, USA.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: April 20, 2021

SUBJECT: CITY COUNCIL ADOPTION BY MINUTE ORDER OF COUNCIL PRIORITY AREAS FOR FY2021/22

RECOMMENDATION

Staff recommends the City Council discuss and by motion order approve the attached City Council Priority Areas for FY2021/22.

BACKGROUND

On March 22, 2021, the City Council met in a Special Meeting to discuss City Council operations and priorities for FY2021/22.

DISCUSSION

At the meeting on March 22nd, the City Council reviewed and discussed priority programs and projects within five areas:

- Land Use and Housing
- Public Safety
- Financial Stability
- Quality of Life
- Good Governance

A full list of the areas, programs and projects is included as Attachment 1 to this report. Each of the items include notations indicating whether the item is mandated, whether it is a new item for FY2021/22 and whether it requires additional funding.

While new items may come up during the course of the next year and as a result, priorities may shift, adoption of the Priority Areas provides a common foundation for budgetary and policy discussions going forward.

Next steps related to the priorities will including:

- Establishing priorities within the listed items
- Aligning budget/funding to high priority items
- Implementing a reporting system to provide regular updates on achievements within the priorities.

FISCAL IMPACTS

While individual policies, programs and projects will have fiscal impacts, adoption of the list of priority areas does not on its own have a fiscal impact.

ATTACHMENTS

1. City Council Priority Areas FY2021/22

Attachment 1

FY2021/22 COUNCIL PRIORITY AREAS

Land Use and Housing

- Complete a state required Housing Element Update (Mandated; \$)
- ADU Ordinance (2020; \$)
- General Plan Safety and Circulation Element Updates (New; \$)

Public Safety

- Update Local Hazard Mitigation Plan (2020; \$)
- Update Emergency Operations Plan (New; \$)
- Implement Nixle – for improved emergency communication with the community (New; \$)
- Improve pedestrian/traffic safety (2020; \$)

Financial Stability

- Develop long-term financial plan (2020)
- Adopt a Finance Reserve policy (2020)
- Improve Capital Improvement Project (CIP) information and planning (2020)

Quality of Life

- Consider joint fireworks event in conjunction with Concord/in Concord (New; \$)
- Consider a Community Survey (New; \$)
- Review Cannabis Ordinance (2021)

Good Governance

- Install technology to provide Closed Captioning of Council Meetings (2020; \$)
- Update Purchasing Policy (2020)
- Update Employee Handbook (New)
- Update City IT infrastructure (including continued digitizing of records) (2020; \$)
- Create annual City Manager contingency for small unforeseen events/needs (New; \$)
- Improve employee recruitment and retention (2020; \$)



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: April 20, 2021

SUBJECT: RESOLUTIONS CONSENTING TO INCLUSION OF COMMERCIAL PROPERTIES WITHIN THE CITY OF CLAYTON IN THE GOLDEN STATE FINANCING AUTHORITY PACE PROGRAMS AND ASSOCIATE MEMBERSHIP IN GOLDEN STATE FINANCE AUTHORITY AND APPROVING AN AGREEMENT PROVIDING INDEMNIFICATION AND INSURANCE PROTECTIONS FROM YGRENE ENERGY FUND CALIFORNIA, LLC

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Review and adopt a Resolution consenting to Inclusion of Commercial Properties within the City's Incorporated Area in GSFA Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in GSFA.
2. Review and adopt a Resolution consenting to Inclusion of Commercial Properties within the City's Incorporated Area in the GSFA PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in GSFA.
3. Review and adopt a Resolution authorizing the City Manager to execute an agreement with Ygrene Energy Fund California, LLC to provide Indemnification and Insurance protections to the City of Clayton.

BACKGROUND

Golden State Finance Authority ("GSFA"), which was formerly known as the California Home Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of

Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the “Authority JPA”).

GSFA has established two Property Assessed Clean Energy (“PACE”) financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy, reduce their energy and water use, increase seismic strengthening, enable electric vehicle charging infrastructure and now offer fire resiliency measures. By offering low-cost financing, GSFA’s PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, help communities with disaster resiliency planning, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

GSFA contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene PACE financing program.

PACE Financing Programs

GSFA established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) (“Mello-Roos Act”), to allow for the creation of Community Facilities Districts (“CFDs”) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of

the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

DISCUSSION

The Clayton City Council has previously approved participation in the HERO, FigTree and CaliforniaFirst PACE programs in 2015. Because the City has already joined other PACE Financing programs, it is recommended that the GSFA PACE programs, to be administered by Ygrene, be limited to commercial, industrial and agricultural properties. The Ygrene PACE program will provide an alternative option and may be better suited for commercial properties within the City. It will not add to or require any additional responsibilities for the City.

JPA ASSOCIATE MEMBERSHIP

To participate in the PACE programs, the City must become an Associate Member of GSFA (JPA Agreement attached). Associate membership requires no dues or other costs to the City but permits participation in all GSFA programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and GSFA Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA. The City may choose to leave at any time if it no longer wishes to participate in the program.

PROGRAM AUTHORIZATION BEING SOUGHT

GSFA sought and completed the process of validation for both the SB 555 and the AB 811 programs in the Superior Court for the County of Sacramento. The GSFA SB 555 PACE program has been fully operational since August 25, 2015. Although GSFA has implemented only the SB 555 PACE program, GSFA chose to form, validate and maintain both the SB 555 and AB 811 programs offerings to ensure that the Ygrene program remains the most innovative, cost effective and most secure PACE program in the state.

Should market conditions, consumer demand and/or legislative changes affect one PACE program more than another, GSFA has the flexibility to use the program that best supports GSFA's vision of service without any interruption to participating counties and cities and their property owners. In support of this approach, the Council is being asked to pass two resolutions that would approve the following actions:

The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the GSFA SB 555 Community Facilities District.

The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the GSFA AB 811 Authority PACE Program.

Each resolution also authorizes GSFA (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the commercial property of participating owners.

Cities and counties that have approved the Ygrene program to date have adopted both resolutions. Authorizing both programs ensures that no matter the market or legislative environment for PACE, the Ygrene program will be established and able to operate successfully in your city without the need for additional review or the need for the City Council to consider approving another resolution thereby saving valuable staff time and resources.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, fire prevention, seismic retrofitting and EV charging station upgrades and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes.
- Program financing provides for an affordable method for many commercial property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- With no prepayment penalties, property owners can choose to pay off the program financing at any time.
- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

FISCAL IMPACTS

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

In order to provide further protections for the City, staff recommends approval of a third Resolution Authorizing the City Manager to Execute an Indemnification and Insurance Agreement Between the City of Clayton and Ygrene. This further assures that the City of Clayton will face no additional costs associated with joining the JPA and providing for Ygrene to offer PACE financing to commercial property owners.

ATTACHMENTS

1. Resolution Approving SB 555 PACE Financing
2. Resolution Approving AB 811 PACE Financing
3. Resolution Authorizing the City Manager to Execute an Indemnification and Insurance Agreement Between the City of Clayton and Ygrene
4. Golden State Finance Authority Amended and Restated Joint Exercise of Powers Agreement
5. Ygrene PACE Impacts Summary
6. 2019 Golden State Finance Authority Annual Report

RESOLUTION NO. ____-2021

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON, CALIFORNIA
CONSENTING TO INCLUSION OF COMMERCIAL, INDUSTRIAL, AGRICUTURAL, IN
PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE GOLDEN STATE
FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN
ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY
EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS, ELECTRIC VEHICLE
CHARGING INFRASTRUCTURE, SEISMIC RETROFITTING, FIRE PREVENTION AND
OTHER IMPROVEMENTS AND APPROVING ASSOCIATE MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO**

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

WHEREAS, the Golden State Finance Authority, a California joint powers authority formerly known as California Home Finance Authority (the "Authority"), has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the City of Clayton is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its commercial property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist commercial property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by acknowledgement of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist commercial property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that commercial properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the commercial properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such commercial properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

Exhibit A

JPA Agreement

[to be inserted]

RESOLUTION NO. ____-2021

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON, CALIFORNIA, CONSENTING TO INCLUSION OF COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE GOLDEN STATE FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND OTHER IMPROVEMENTS AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

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

WHEREAS, the Golden State Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure, and other improvements (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Clayton (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by commercial property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its commercial property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, the Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by acknowledgment of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist commercial property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED, that the forgoing recitations are true and correct and incorporated by reference.

BE IT FURTHER RESOLVED, that

1. This City Council finds and declares that commercial properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the commercial properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such commercial properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

Exhibit A

JPA Agreement

RESOLUTION NO. ____-2021

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON AUTHORIZING
THE CITY MANAGER TO EXECUTE AN INSURANCE AND INDEMNIFICATION
AGREEMENT WITH YGRENE ENERGY FUND CALIFORNIA, LLC**

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

WHEREAS, the City of Clayton is becoming a member of the Golden State Finance Authority, a California joint powers authority formerly known as California Home Finance Authority (the "Authority"), to provide commercial property owners within the City of Clayton access to a mechanism to finance or refinance the acquisition, installation and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property;

WHEREAS, the City of Clayton is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, the City wishes to provide innovative solutions to its commercial property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist commercial property owners the City in financing such Authorized Improvements; and

WHEREAS, while the Ygrene PACE programs are structured to minimize any potential financial exposure for the City, it is important to the City to protect the financial well-being of the organization in taking on any new program.

NOW, THEREFORE, BE IT RESOLVED, that the forgoing recitations are true and correct and incorporated by reference.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute an Insurance and Indemnification Agreement with Ygrene Energy Fund California, LLC.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

**INDEMNIFICATION AND INSURANCE AGREEMENT
BY AND BETWEEN
CITY OF CLAYTON, CA
AND
YGRENE ENERGY FUND CALIFORNIA LLC**

This Indemnification and Insurance Agreement ("**Agreement**") is entered into by and between the City of Clayton, CA a municipal corporation ("**City**") and Ygrene Energy Fund California LLC, a California limited liability company ("**Administrator**"), the administrator of the Authority PACE Program which is a program of the Golden State Finance Authority, formerly known as California Home Finance Authority, a California joint exercise of powers authority ("**Authority**").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the California Government Code (Section 6500 *et. seq.*) and the Joint Exercise of Powers Agreement entered into on July 1, 1993, as amended from time to time ("**Authority JPA**"); and

WHEREAS, the Authority has established a property-assessed clean energy ("**PACE**") Program ("**Authority PACE Program**") to provide for the financing of renewable energy generation, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "**Improvements**") pursuant to Chapter 29 of Division 7 of the California Streets and Highways Code ("**Chapter 29**"), within counties and cities throughout the State of California that elect to participate in the Program; and

WHEREAS, in addition, the Authority has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code ("**Act**") and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("**District**"); and

WHEREAS, the City Council has approved the City joining the Authority, has consented to the inclusion in the Authority PACE Program of all of the commercial properties in the jurisdictional boundaries of the City and to the acquisition, construction, and installation of the Improvements, upon the request by and voluntary agreement of owners of such commercial properties, in compliance with the laws, rules and regulations applicable to the Program, and has consented to the inclusion in Community Facilities District No. 2014-1(Clean Energy) of all of the commercial properties in the City's jurisdiction and to the construction and installation of the Authorized Improvements, upon

the request of, and execution of the Unanimous Approval Agreement by, the owners of such commercial properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to the District; and

WHEREAS, the Authority and the Administrator have entered into a Third-Party Administration Agreement in which the Administrator agrees to administer the Authority PACE Program and/or Community Facilities District No. 2014-1(Clean Energy) on behalf of the Authority; and

WHEREAS, the Administrator agrees to indemnify the City and to provide insurance in connection with the administration of the Authority PACE Program and/or Community Facilities District No. 2014-1(Clean Energy) in the City.

NOW, THEREFORE, in consideration of the Recitals above and of the City's agreement to join the Authority and to participate in the Authority's PACE Program and/or Community Facilities District No. 2014-1(Clean Energy), the parties agree as follows:

1. Agreement to Indemnify. The Administrator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection with the Authority's PACE Program or Community Facilities District No. 2014-1 (Clean Energy), except such loss or damage which was caused by the gross negligence or willful misconduct of the City. The Administrator will conduct all defenses at its sole cost and expense, and the City shall reasonably approve selection of the Administrator's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Administrator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of the Administrator, its affiliates or other parties are not a limitation upon the obligation of the Administrator, including without limitation, the amount of indemnification to be provided by the Administrator. The provisions of this section shall survive the termination of this Agreement.

2. Insurance. The Administrator agrees that, at no cost or expense to the City, at all times during the administration of the Authority's PACE Program and Community Facilities District No. 2014-1 (Clean Energy), to maintain the insurance coverage set forth in Exhibit "A" to this Agreement.

3. Amendment/Interpretation of this Agreement. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those

matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator: General Counsel
Ygrene Energy Fund California, LLC
2100 S. McDowell Blvd
Petaluma, CA 94954

If to the City: City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. Effective Date. This Agreement will be effective as of the date of the signature of City's representative as indicated below in the City's signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

CITY

CITY OF CLAYTON, CA

By: _____

Name: _____

Title: City Manager

Date: _____

ADMINISTRATOR

YGRENE ENERGY FUND CALIFORNIA LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

EXHIBIT A

INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/aggregate limit.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages.
 - a. The City of Clayton, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of Administrator; products and completed operations of Administrator; premises owned, leased, or used by Administrator; and automobiles owned, leased, hired or borrowed by Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.
 - b. Administrator's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents, or contractors shall be excess of Administrator's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by Administrator shall not affect coverage provided to the City, its officers, employees, agents, or contractors.
 - d. Coverage shall state that Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents, and contractors.
2. Workers' Compensation and Employers' Liability.

Coverage shall contain waiver of subrogation in favor of City, its officers, employees, agents, and contractors.
3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Administrator, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. The Administrator notify City in accordance with these same requirements.

D. Rating of Insurers.

Insurance shall be with an insurance company or companies with an A.M. Best Rating of A-VI or better, authorized to do business in the state where the Agreement is performed.

E. Verification of Coverage.

Administrator shall furnish the City with certificates of insurance affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City Risk Manager at the following postal address or any subsequent address as may be directed in writing by the City's Risk Manager:

City Manager

6000 Heritage Trail

Clayton, CA 94517

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated May 5, 2015)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014..

B. WHEREAS, the Members of California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a

public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

- located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

- a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.
- b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.
- c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.
- d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.
- e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

- a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.
- b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.
- c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the

terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by

the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be

rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
GOLDEN STATE FINANCE AUTHORITY MEMBERS

As of May 5, 2015

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

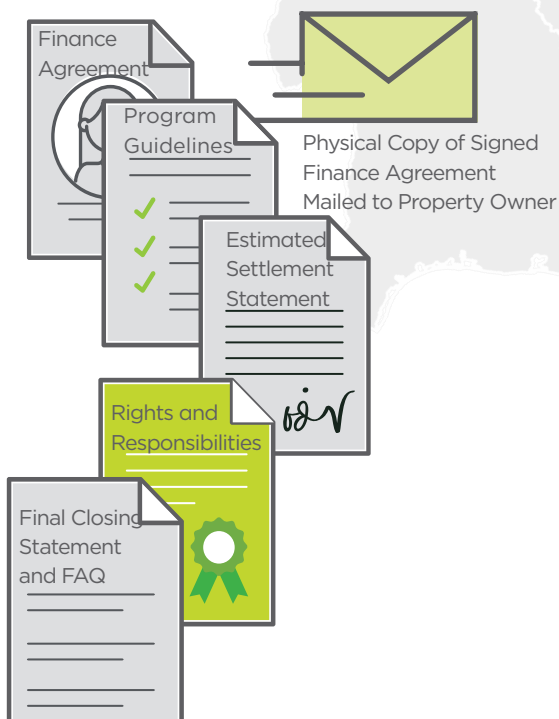
Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

Imagine what Ygrene PACE can do for your community, county, and state!

Named one of the top 20 “world-changing” ideas by *Scientific American* magazine, Property Assessed Clean Energy (PACE) is a simple and effective way to finance natural disaster resiliency, energy efficiency, renewable energy, and water conservation upgrades to homes and businesses. Payments for PACE financing are incorporated into and repaid through a special assessment added to a property owner’s property tax bill with terms of up to 30 years. PACE is enabled through a public-private partnership model designed to create local jobs, promote economic development, improve the environment, and protect local communities from natural disasters.

Ygrene, the leading PACE Administrator in the nation, delivers best-in-class PACE financing with the highest standard of consumer protections and a commitment to making it easier for communities to invest in their future. Together, with its many government partners, Ygrene is improving and protecting communities across California, Florida, and Missouri – creating tens of thousands of local jobs, stimulating local economies, protecting communities from natural disasters, saving energy, and making a positive impact on the environment – all without reliance on taxpayer dollars.



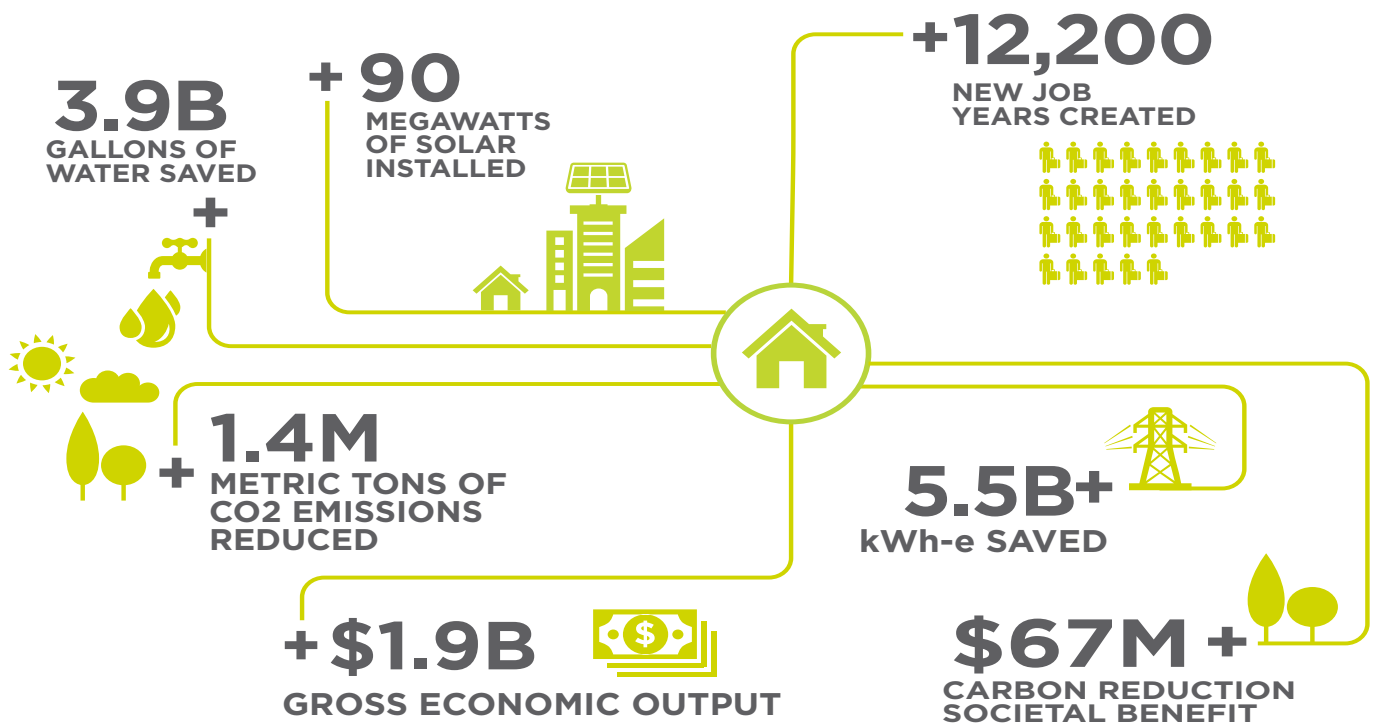
Ygrene is the industry leader in consumer protections:

- ✓ Comprehensive financial disclosures
- ✓ Confirmed terms calls
- ✓ Property owner sign-off required before final contractor payment
- ✓ Rigorous contractor training and oversight
- ✓ Dedicated customer resolutions team
- ✓ Eligible improvements and pricing guidelines

Research Shows PACE is Essential Public Policy

In March 2019, the University of Southern California's Schwarzenegger Institute, part of The Sol Price School of Public Policy, released a regional economic impact analysis of PACE financing by the leading PACE administrator in the country, Ygrene Energy Fund. The report, "Impacts of the Property Assessed Clean Energy (PACE) Program on the Economies of California and Florida," analyzed more than 54,000 PACE property improvement projects in over 500 cities and counties in California and Florida representing over \$1.16 billion in natural disaster resiliency, clean energy, and water conservation investment. The results of the research confirm the tremendous impact of PACE financing as an essential public policy tool that is achieving local economic development and growth, while protecting communities from natural disasters and improving the environment.

Estimated impact of \$1 billion in over 37,000 Ygrene funded energy efficiency, renewable energy, and climate resiliency property improvement projects across California.



Data based on University of Southern California Schwarzenegger Institute research, "Impacts of the Property Assessed Clean Energy (PACE) Program on the Economies of California and Florida," utilizing in part Ygrene's proprietary impact model. This represents estimated lifetime impacts of PACE projects funded by Ygrene from inception through December 2020. The full research study is available at <http://schwarzenegger.usc.edu/research>

Ygrene PACE Program 2019 Annual Report

Golden State Finance Authority





January 15, 2021

Members of the GSFA Board of Directors,

It is my pleasure to present the GSFA/Ygrene Property Assessed Clean Energy (PACE) Program 2019 Annual Report. I joined the Ygrene Board of Directors in early 2019 and have enjoyed watching this company grow and establish even stronger leadership in the industry. Later in 2019, I assumed the role of President and CEO of this leading resiliency financing company and am proud to be part of Ygrene's ongoing success.

With the conclusion of 2019, there are many reasons to feel optimistic about 2020 and beyond. Ygrene completed 2,110 projects during 2019 and has funded over \$819 million in projects through the end of the calendar year 2019. Together with GSFA's support, we have established the leading residential and commercial PACE program in the United States for the most important people — your constituents.

Our focus has been to deliver the highest level of service and value with the [strongest consumer protections](#) in the property improvement industry. Since our last Annual Report, program enhancements implemented include 1) improved data driven contractor compliance protocols; 2) an expanded Resolutions Department with a broadened scope of services to support property owners and contractors throughout the entire life cycle of projects; and 3) leveraging our high 'Net Promoter Score' (NPS) and positive customer communications to highlight how the program is working for local government and community partners.

Partnering with GSFA has allowed us to offer these benefits to 307 jurisdictions and over 30 million constituents across California. In 2019, we began our campaign to gather and share real life stories from customers who have participated in Ygrene's PACE program. We were proud to sponsor new research out of the University of Southern California's Schwarzenegger Institute on the economic impacts of PACE financing. That research, released in March 2019, is the most comprehensive academic analysis to date of the environmental and economic impacts of PACE financing.

The 2019 Annual Report includes program activity and results that illustrates the positive impact that PACE improvements have had in our member communities and the total population served. We're proud of what we've accomplished together thus far by maintaining a strong program.

On behalf of Ygrene, I'd like to thank the entire GSFA Board of Directors and team members for their support and partnership. We are extremely proud to be affiliated with such an outstanding organization and look forward to many more successful years together.

Sincerely,

A handwritten signature in black ink that reads "Jim Reinhart".

Jim Reinhart, President and Chief Executive Officer

Table of Contents

Section 1	Overview.....	1
Section 2	GSFA Impact Metrics.....	2
Section 3	Homeowner Communications	3
Section 4	Program Oversight..... Contractor & Project Management, Consumer Protections & Reporting Resolutions Department	4
Section 5	PACE Research from the USC Schwarzenegger Institute.....	6
Section 6	Communications, Outreach and Media	7
	Membership, Organization Participation, Newsletters & Emails Media Coverage	
Section 7	GSFA Quick Facts.....	9
Section 8	Leadership Team	10
Section 9	List of GSFA Jurisdictions	11
Section 10	GSFA Activity Report by Jurisdiction.....	12



Section 1 | Overview

Together, with Golden State Finance Authority (GSFA), Ygrene Energy Fund continues to improve communities across California by making them more resilient, creating jobs, stimulating local economies, saving energy, and making a positive impact on the environment. Ygrene's award winning PACE financing program provides immediately accessible financing with no upfront payments for approved upgrades. Ygrene ensures property owners not only have access to some of the lowest rates and fees in the industry but also have greater choices in energy and water efficiency, renewable energy, seismic retrofitting, electric vehicle (EV) charging and, most recently, fire protection financing options.

Ygrene's team of experienced financial experts, leading operational and funding teams, and local account managers are focused on providing consumer protections and delivering an affordable PACE program that generates measurable results while helping local governments meet disaster preparedness mandates, climate action plans and economic development goals. During 2019, Ygrene kept our focus on improving the customer and contractor experience by adapting to new and extensive regulations and evolving the program to thrive in the new industry framework. Ygrene stayed committed to delivering better service to the right property owners and has made many improvements to our program, including but not limited to the following:

Continuous Process Improvements

Data Driven Contractor Compliance

In 2019 Ygrene undertook a series of process and procedural enhancements informed by data driven contractor compliance goals. Some of the key changes included:

1. Development of a contractor 'risk' indicator calculation to predict and avoid problem projects before funding. This risk calculation is used to monitor and improve contractor performance over time.
2. Automatic notification of low 'Net Promoter Score' (NPS) results. Low customer survey responses on contractor performance completed at or near project funding are sent to the Contractor Compliance and Sales Teams for follow up with the contractor. Additional training options are provided for contractor improvement.
3. More robust contractor performance tracking with better visibility across the entire organization. Visibility into best practices, negative trends and success stories allows for course correction and additional Ygrene support for each contractor account from Operations, Technology, and Sales.
4. Enhanced oversight for contractors and sales liaisons with educational resources made available for additional education and awareness training prior to contractor noncompliance. This approach has helped grow capacity within our contractor network so that contractors can learn from their experiences and customer feedback, adjust protocols for the better, and incorporate best practices for greater long-term success and sustained customer satisfaction.

Enhancements to Government Partner, Customer & Contractor Experience

Homeowner Communications

Beginning in 2018 and over the course of 2019, Ygrene heard from hundreds of satisfied customers about their exceptional experience using the program. Homeowners raved about the clear, thorough, and efficient application process and how much the program helped them make critically important improvements to their home. In some cases, Ygrene alone made possible energy and water saving projects that would not otherwise be attainable for certain qualified property owners, thereby helping bring safe, affordable, and reliable financing to a broader cross section of society.

Enabled by the sizable response to our voluntary customer service survey sent at project completion, Ygrene developed its 'Net Promoter Score' (NPS), an indicator of customer loyalty. Our industry leading NPS score paired with positive customer experience stories were shared with local government partners to demonstrate that PACE financing as essential public policy is working.

Additional Program Upgrades

- The Phase Pay program allows for 'progress payments' to contractors during a project once tangible completion milestones are reached over the course of a project; by addressing cost barriers, Phase Pay enabled contractors with greater success, leading to a more satisfied, productive, and loyal contractor network.
- The FastPass program was designed to expedite applications to the 'Notice to Proceed' (NTP) phase of a project and to provide excellent, customized, and personal service to both contractor and property owner.
- Automated Underwriting has increased the accuracy and efficiency of the project.
- The creation of new options for contractors and property owners to choose interest rate buy downs.
- Redesigned application Proposal Tool allows property owners to see the impact of a partial prepayment or solar Investment Tax Credit (ITC).

Total Inception-to-Date Through:
December 31, 2018 December 31, 2019

27,255
 PROPERTIES IMPROVED
\$737M
 FUNDED PROJECTS

29,365
 PROPERTIES IMPROVED
\$819M
 FUNDED PROJECTS

Data included in this report represents funded projects.

These program changes, in addition to other enhancements detailed further in this report, helped Ygrene expand business in 2019 and will continue to support growth in 2020 and beyond.

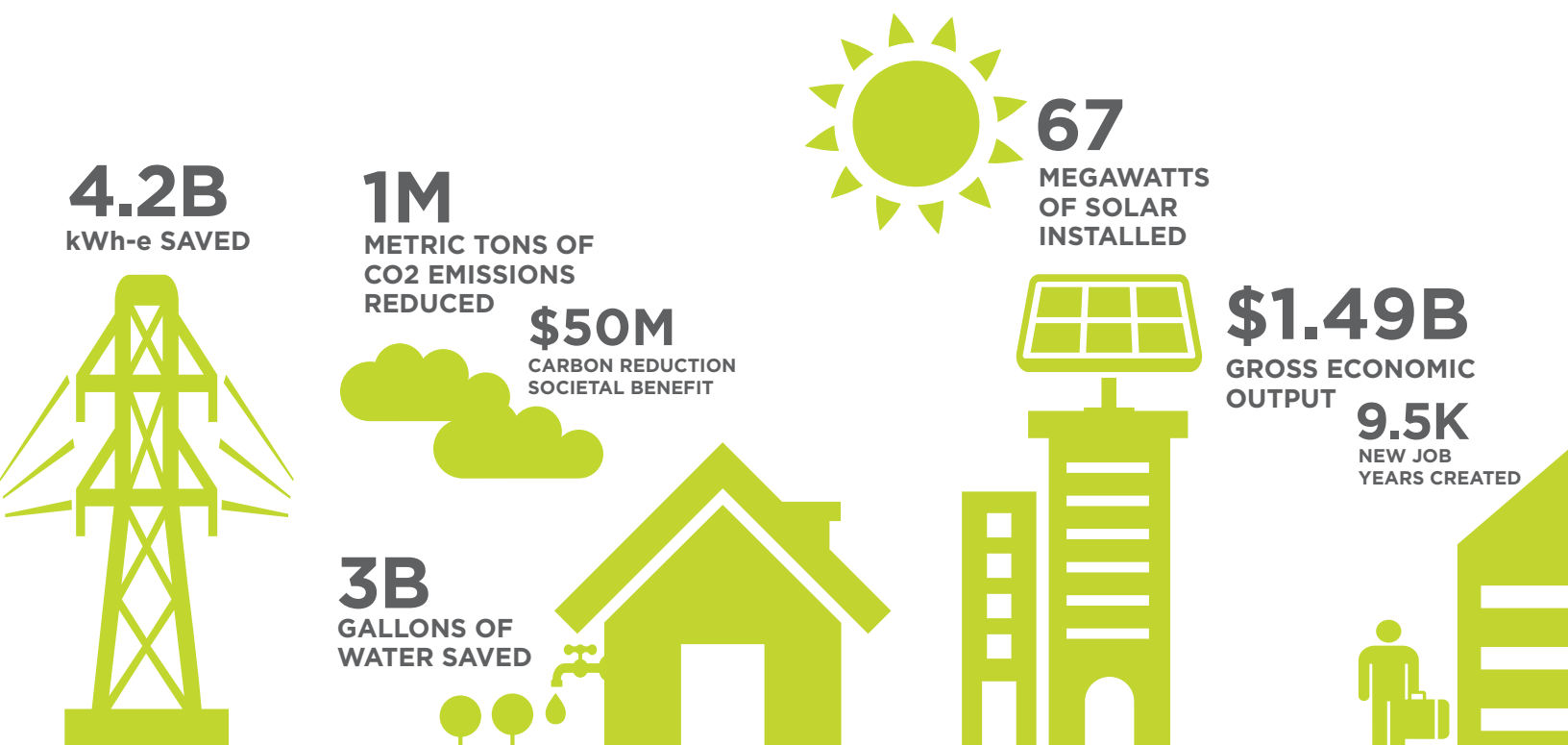


Section 2 | GSFA Impact Metrics

Despite ongoing market adjustments and challenges, the Ygrene/GSFA program continued to grow in 2019. As of December 31st, we funded more than **\$819 million** in residential, multifamily, and commercial PACE improvements for over **23,148 properties**, and we have registered and trained over **1,550 licensed and bonded independent contractors** across the state. In calendar year 2019, we funded **2,110 projects**.

Projects range from basic \$2,500 residential heating and cooling system upgrades to complex, multimillion-dollar commercial projects involving multiple eligible improvements. The economic and environmental impact of the Ygrene program is reflected below.

Below is a program activity information graphic that summarizes the impact metrics of the program in 2019. This information is based on the estimated impact of over **\$819 million** in funded energy efficiency, renewable energy, water conservation, seismic retrofitting, electric vehicle charging and recently added fire protection property improvements across California.



Data based on University of Southern California Schwarzenegger Institute research, "Impacts of the Property Assessed Clean Energy (PACE) Program on the Economies of California and Florida," utilizing, in part, Ygrene's proprietary impact model. This represents estimated lifetime impacts of PACE projects completed by Ygrene since inception through December 31, 2019.



Section 3 | Homeowner Communications

Within the financial services industry, Ygrene has earned a top Net Promoter Score (NPS) customer satisfaction rating simply because compared to traditional finance options, we offer a more affordable, accessible, and user-friendly way to make much needed property improvements, resulting in lower utility costs and increased value, comfort, and resiliency of homes and businesses. Over the last few years, we've highlighted Ygrene's NPS of 65, which is one of the highest in the financial services industry. That NPS score is derived from property owners who are surveyed and voluntarily provide feedback about their project, their contractor, and the program overall. Using NPS data, Ygrene identified ways to implement continuous process improvements to elevate the customer experience overall stages of a project, including up until a customer gets their first tax bill; and from doing so, we've seen our satisfaction rating continue to climb. This data also enabled Ygrene to develop a list of customers and outreach material to share happy homeowner stories with local government partners.

Throughout 2019, Ygrene shared postcards with actual feedback from local homeowners to further illustrate the positive impact that the program is having on local communities. See the Watson Family on the postcard sent to Sacramento County jurisdictions. Also included on the postcard were program metrics such as GHG-emission reductions, water and energy savings, renewable energy, fire protection measures, and local job creation and economic stimulus. These local, [happy property owner stories](#) further demonstrate that PACE is working and should remain essential public policy.

There are millions of good reasons for supporting PACE in Sacramento County.

- Over 9,000 projects (7,700 properties) have used Ygrene financing for resiliency, disaster mitigation, renewable energy, and energy and water efficiency projects
- Over 2,200 new job years created
- Over \$190 million in private capital injected into the local economy
- Over 643 million gallons of water saved
- Over 178,000 metric tons in projected greenhouse gas emission reductions

"Once I started looking at the numbers, we were saving \$130/month. And that's been ongoing now!... This was a great idea. I'm glad we went with it [solar]."
- Darrell Watson, Sacramento County

The Watsons are just one of the many happy and qualified homeowners who have chosen Ygrene PACE financing to make important resiliency upgrades benefiting the greater Sacramento County community.

Ygrene

In late 2019, Ygrene created a helpful video explaining how the program works featuring happy homeowners and loyal contractors.

In recognition of National Disaster Preparedness Month in September of 2019, which promotes family and community disaster emergency planning, we provided Ygrene's Consumer Assurances and Protections brochure (which is made available to all homeowners during the application process) to local government partners and community groups.

Additionally, as part of our ongoing efforts to ensure property owners are fully informed about PACE financing and how the program works, Ygrene provides this brochure and additional information and disclosures at multiple points throughout the process — from initial application through project completion and after project funding. We featured the Sotos, homeowners who reside in Sacramento County, on this statewide brochure featured below.

Quotes from Ygrene Customers

"I asked some questions again and they had the same patience the third time as the first. I had questions along the way and talked to more than one person, all knew answers and explained well. I would recommend Ygrene to everyone."
– Los Angeles County

"Ygrene was MORE than perfect. From follow through to calls ensuring we were happy. The experience with Ygrene was just how I expect an experience with a company to transpire." – Riverside County



"All the people I worked with were very accommodating. They were easy to talk to and explained the process of funding very clearly. I plan on using Ygrene in the future."
– Sacramento County

"Ygrene was very responsive and informative. It seemed that any customer service agent I talked with was able to help, I didn't get passed from one person to another."
– Butte County



Section 4 | Program Oversight

Contractor & Project Management, Consumer Protections & Reporting

Contractor Oversight

Ygrene is committed to maintaining the highest level of oversight and standards of any PACE contractor network. The network of independent contractors who use our program is made up of over 1,550 state-licensed contractors who are essential partners in the success of our PACE program. These contractors are completely independent from Ygrene, all licensed, bonded, and insured businesses that are only enabled to use our program after completing a thorough due diligence process; these contractors are regulated by the Contractors State License Board (CSLB). Ygrene's rigorous vetting, training, and enrollment process along with ongoing and strict monitoring of the independent contractors ensures the integrity of our program for both property owners and government partners.

Risk Based Project Verification (RBPV)

In 2019, Ygrene undertook a series of underwriting process and procedural enhancements informed by data-driven consumer protection and compliance goals. One of the most influential and effective byproducts of that commitment, resulting in measurably improved consumer protection, was the development of the Risk Based Project Verification (RBPV). This process ensures projects with certain characteristics are thoroughly reviewed by Ygrene's contract review team prior to funding. The process also provides a mechanism to audit projects post funding.

Attributes of both the project and the contractors are considered, including the following:

Project Attributes:

- Type of improvements
- Project size
- Project type (commercial or PhasePay)
- Projects flagged by contract review

Contractor Attributes:

- New contractors
- Contractors being monitored by compliance
- Contractors on a formal improvement plan
- Contractors that failed to meet a required threshold based on past performance

Consumer Protections Update

Being the industry leader in consumer protections is at the core of all Ygrene Board of Directors and Executive Management Team strategic planning and management goals. In order to further these goals, in 2019 Ygrene implemented a number of consumer protection enhancements across multiple departments. Key procedural changes occurred in Operations, Construction Compliance, Technology and Sales, including:

- Launch of the dynamic welcome call, which allows team members to customize service and ensure property owners understand the terms of their financing agreement.
- Development of a lien registry, which allows Ygrene to ensure applicants do not attempt to request PACE financing from multiple PACE providers for the same improvement.
- Customer Service/Construction Compliance Teams were to send any project to the Resolutions Team for real time review. By allowing review when the project is 'in flight', we can be proactive if and when there are concerns and prevent future escalations.

Program Reporting Update

In addition to our annual report to GSFA, Ygrene takes great pride participating in a wide variety of quarterly reporting to local city and county program partners, regional government associations, statewide agencies and regulatory bodies (through the quarterly Uniform Report detailed in last year's annual report). These reports detail energy and water savings, GHG reductions, solar installation, seismic strengthening, and other resiliency attributes directly resulting from PACE-funded projects.

In 2019, Ygrene also began reporting on our 'Net Promoter Score' (NPS) in addition to real-life stories from homeowners and contractors benefiting from Ygrene's program. The NPS score is an industry measurement of customer loyalty. Ygrene has one of the highest NPS scores in the financial services industry, a close second only to USAA. We shared more about our NPS scores and our reporting on this important industry and customer loyalty indicator along with our property owner and contractor success stories earlier in this report.

"Increasing accessibility to affordable financing tools as provided by the Wildfire Safety Act puts low interest financing within reach of those who want to be ready. PACE financing is one of the few programs that homeowners can utilize to make wildfire safety improvements to their properties through long-term, fixed cost financing options without turning to unsecured home improvement financing, like costly credits cards and bank loans.

The lessons we keep learning in wildfire response, recovery and resiliency must be heeded. Lawmakers can lead the way by making sure the Wildfire Safety Act gives access to resiliency to all citizens who see and fear the growing wildfire threat."

James Gore, Member of the Sonoma County Board of Supervisors and current CA Statewide Association of Counties (CSAC) President. "California provides access to money for building resilient neighborhoods." (June 29, 2019) www.calmatters.com



Resolutions Department

Program Oversight, Customer Assurances and Protections

GSFA has been a distinguished leader in housing finance in California for over two decades — helping thousands of families purchase homes. Like GSFA, Ygrene strives to provide the gold standard for PACE financing. Delighted customers are our priority, and we have adopted an enhanced version of the industry's consumer protection guidelines.

To ensure good customer service, a company must invest in its customer care support team. In that regard, Ygrene is exceptional among our competitors and other financial institutions. We have invested in a robust Customer Escalations Team that handles all customer questions, issues, and concerns in a thorough and swift manner. Our leading industry customer and contractor service commitment is recognized not only by our customers, but also our contractor network, consumer advocates, community organizations, and local government partners who we are fortunate to serve throughout the state.

Our internal process for handling escalations and working towards resolutions has improved significantly over time. The rate of escalations for projects funded in 2019 is only 1.8%, which is even better than the already low escalation rate in 2018.

Further, of the small percentage of projects that lead to an escalation, over 95% of our escalations are resolved within a very short time frame depending on whether or not they are contractor related. Even those that involve contractors are handled quickly as we work only with contractors who are willing and able to do their part to resolve issues related to their projects. Ygrene's Resolutions Team is a powerful and effective tool relied on to solve most project-related issues as they arise and to quickly correct them in collaboration with the contractor.

The process for customer escalation was summarized in detail in the 2018 report and is available on the Ygrene website for quick and easy reference and transparency to our customers and local government partners.

Visit: [Ygrene.com/contact-us](https://ygrene.com/contact-us) and click on the '[Customer Escalation Process](#)' link.

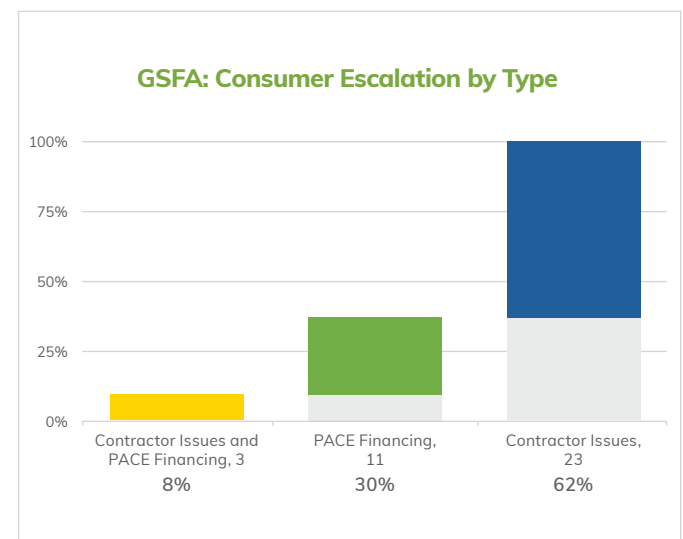
Escalation Response

Resolution of a consumer escalation may come in the form of clarifying program details with the property owner, facilitating warranty or further work related to the project by the original contractor or other third party, or in select cases, negotiation and settlement of disputes with the assistance of the Legal Team. Each escalation file remains open until the Resolution Team confirms with the Property Owner that they are satisfied with the resolution. Escalations are tracked and reviewed on a monthly basis to monitor for trends and to aid in further program process improvement and development.

Projects funded between Jan–Dec 2019

There were 37 consumer escalations associated to projects funded in 2019 (data as of 12/30/2020).

- 23 — Contractor Related (62%)
- 11 — PACE Program Related (30%)
- 3 — Contractor & PACE Related (8%)





Section 5 | PACE Research from the USC Schwarzenegger Institute

USC Study on Economic and Environmental Impacts of PACE

In March of 2019, Schwarzenegger Institute, at the University of Southern California's Sol Price School of Public Policy, released a comprehensive study highlighting significant positive impacts of PACE, including job creation, economic investment, energy savings and insurance savings.

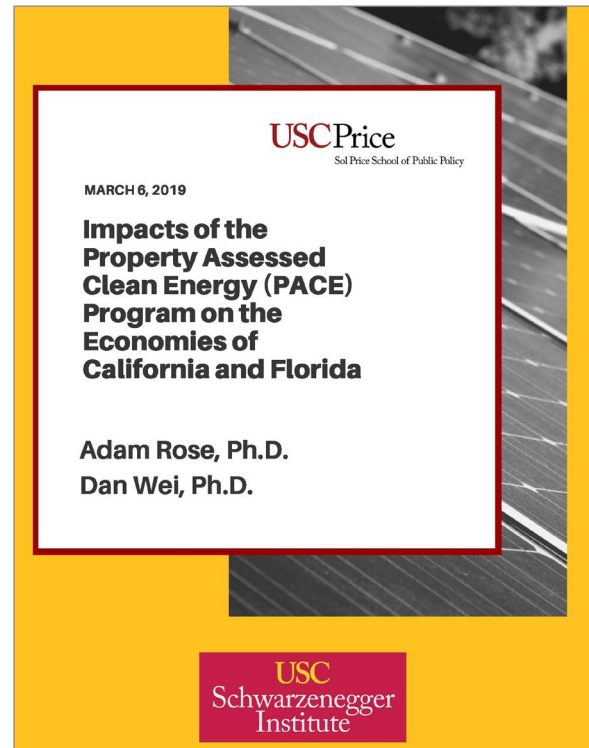
The study, "Impacts of the Property Assessed Clean Energy (PACE) Program on the Economies of California and Florida," was conducted by the USC Price School by performing a regional economic impact analysis of PACE financing by Ygrene.

USC's findings account for only a fraction of the total PACE market but highlighted the positive impacts on a range of economic, energy and environmental indicators, including:

- Job creation
- Community investment
- Energy savings
- Reduced GHG emissions

"In addition to the direct benefits of PACE financing, which are rather straightforward, we also examined the indirect benefits of PACE and utilized from Benefit-Cost Analysis (BCA) to determine our findings," said Professor Rose, the study's lead author. "As states and communities look to build more resilient communities and meet both their environmental and economic goals, it's clear PACE is a valuable public policy tool."

The study also found that PACE programs have broadened significantly in recent years and now also include financing for saving water and reducing vulnerability to disasters for both residential and commercial properties. It achieves its direct societal objectives while providing financial gains to financing recipients and those implementing the improvements. The program does so by reducing the utility bills, saving on disaster insurance premiums, preventing business disruption, and generating cost savings on building repairs or reconstruction following a natural disaster. In addition, PACE financing is easier to obtain and more accessible to some who could not otherwise secure financing through more conventional lending-related instruments.



Read more about the study:

[USC Study — Impacts of PACE on Economies](#)

Visit paceworks.ygrene.com and explore a 'PACE Enabled World,' which was created as an interactive application of the USC study findings.

Explore the environmental risks faced by communities across the country, and learn how PACE financing can help by building a more resilient, prosperous, and sustainable future.



Section 6 | Communications, Outreach and Media

Membership, and Organization Participation

In 2019, Ygrene participated in the following organizations and events:

Memberships and Affiliations

- CA Farm Bureau Federation
- Center for Climate Protection
- Coachella Valley Association of Governments
- League of California Cities
- CA Statewide Association of Counties
- North America Board of Certified Energy Practitioners
- PACENation
- San Bernardino County Transportation Authority (SBCTA) (formerly SANBAG)
- South Bay Cities Council of Governments
- Silicon Valley Leadership Group (SLVG)
- US Department of Energy, Better Buildings
- Western Riverside Council of Governments (WRCOG)

Local/Regional Trade Shows

- Apartment Owner Association Expo (LA)
- CAA Rental Housing Expo (Santa Clara)
- Contra Costa Spring Home Show
- El Dorado Home & Garden Expo (Placerville)
- Fairfield Total Home & Garden Expo
- Fresno Home Remodeling & Decorating Expo
- Green on the Green Newport Beach Eco Expo
- InterSolar
- Solar Power International
- HarborFest, Chula Vista
- NABCEP Continuing Ed Conference (San Diego)
- Napa-Solano Home & Garden Expo
- PACE Financing Expo (Eureka)
- Paso Robles Home & Garden Expo

Government Conferences

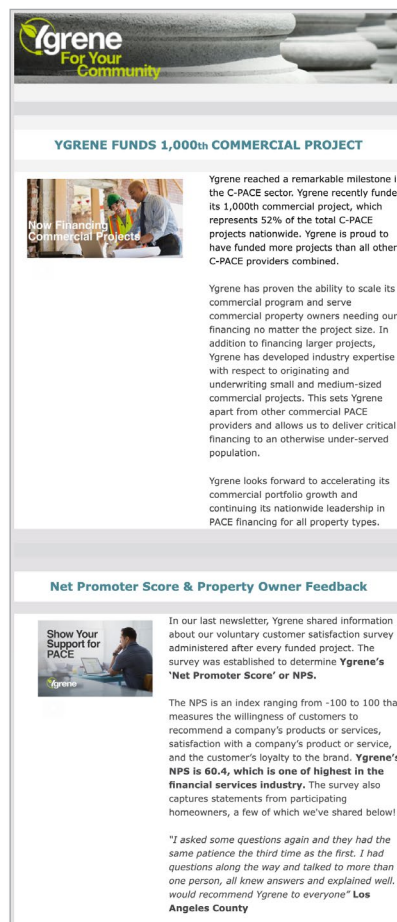
- CITIPAC
- CVAG General Assembly
- The Annual PACENation Summit
- SBCTA (formerly SANBAG) General Assembly
- SBCCOG Annual General Assembly
- SVLG Energy and Sustainability Summit
- WRCOG Annual General Assembly

Newsletters and E-Mails

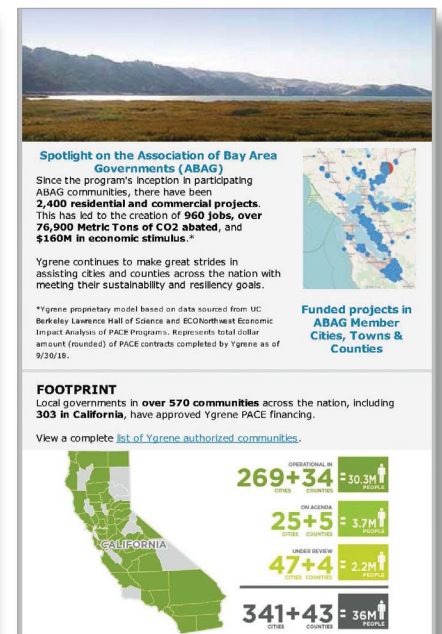
Ygrene sends out regular newsletters and informational emails to our contacts, which includes over 4,300 elected officials, key staff, and other stakeholders across California. Our newsletter open rate average is robust at 26%.

Communications include:

- Regular newsletters highlighting program traction and other relevant updates
- Sustainability or resiliency policy announcements
- Program educational outreach
- Leadership updates such as our participation at the League of Cities and Association of Counties annual conferences



Ygrene Newsletter



Program Traction and Updates



Media Coverage

Ygrene's extensive, positive energy efficiency and economic development impact to the communities it serves yielded multiple opportunities to tell the Ygrene and PACE story in 2019.

[Ygrene Reaches \\$500 Million in Securitization of PACE Assets](#)

"Ygrene, the nation's leading Property Assessed Clean Energy (PACE) provider completed a \$315 million securitization transaction of residential and small-balance commercial PACE assets (GoodGreen 2019-2). Building on its \$225 million GoodGreen 2019-1 transaction in January, Ygrene has now securitized more than \$500 million of Green Bonds this year.

This securitization round demonstrates the bright future that lies ahead for PACE financing," said Greg Saunders, Ygrene's Chief Financial Officer. "Investors continue to demonstrate their confidence in PACE, as it remains one of the most secure options in the home improvement financing industry while underscoring investor's appetite for investments that actually help society." – [Read more](#)



[Ygrene Reaches 1,000 Nationwide Commercial Pace Projects — More Than Half Of The Entire Industry](#)

"Ygrene Energy Fund, a national leader in energy efficiency and resiliency financing, announced today that it has funded its 1,000th Commercial PACE project (C-PACE).

Ygrene, the largest provider of C-PACE financing in the United States, is responsible for funding 52 percent of all C-PACE projects nationwide. With its program focused on small- and mid-sized projects, Ygrene's commercial financings represent 15 percent of the total dollar volume of C-PACE industrywide.

Throughout the nation, C-PACE projects have created more than 13,245 jobs and enabled nearly 2,000 upgrades to commercial properties in at least 16 different states.

We are thrilled to have reached this landmark achievement, which speaks to the trust that businesses and property owners across the country place in Ygrene," said David Kelly, Senior Vice President for Ygrene. "No matter the size of the project, Ygrene has proven that we are committed to getting the job done – the right way. We look forward to continued success as we work with businesses of all sizes to make financing clean energy improvements more accessible and affordable" – [Read more](#)

Ygrene in the News:

["Ygrene Reaches \\$500 Million in Securitization of PACE Assets."](#) (November 20, 2019) Press Release

["Ygrene Releases National Report on the Resiliency, Environmental, and Economic Benefits of PACE Financing."](#) (October 31, 2019) Press Release

["Ygrene Names Greg Saunders As New Chief Financial Officer."](#) (June 30, 2019) Press Release

["Ygrene Reaches 1,000 Nationwide Commercial Pace Projects — More Than Half Of The Entire Industry."](#)

(July 14, 2019) Press Release

["Study By Schwarzenegger Institute Touts Benefits of Property Assessed Clean Energy \(PACE\) Program."](#)

(March 7, 2019) Press Release

["Ygrene PACE Securitizations Over Last Nine Months Tops Half a Billion Dollars."](#) (February 4, 2019) Press Release

"Residential PACE offers extraordinary economic and environmental benefits, but no benefit is more important than the one it offers to homeowners. PACE expands access to financing so that more American families can increase the efficiency and resiliency of their homes. This is PACE's core value to the communities that have embraced it. We look forward to working with the CFPB to preserve this value, and to ensure that every residential PACE program in America offers strong consumer protections."

Colin Bishopp, Executive Director of PACENation, leading PACE Industry Association. "Statement by PACENation on the CFPB Issuing an Advance Notice of Proposed Rulemaking (ANPR) on PACE." (March 4, 2019) www.pacenation.org



Section 7 | GSFA Quick Facts

Program Summary	Residential		Commercial	
	Funded Count	Funded Amount	Funded Count	Funded Amount
1/1/2019 – 12/31/19	1,925	\$57,215,694	185	\$25,302,247
Inception to 12/31/18	26,648	\$674,436,769	607	\$62,971,167
Total Inception to 12/31/19	28,573	\$731,652,464	792	\$88,273,413

Ygrene Founded	GSFA program launched August 2015
Statewide Program Inception to 12/31/19	Total jurisdictions: 307
Cost to Participating Governments	Zero
Total Applications	76,601* *GSFA as of 12/31/2019
Funded Projects	29,365 projects totaling over \$819 million* *GSFA Funded as of 12/31/2019
Program Impact Statistics ¹	New Job Years Created = 9,519 Solar Installed: 67 megawatts Carbon Reduction, Societal Benefit: \$50M Gross Economic Output: \$1.49 billion kWh-e Saved: 4.2 billion GHG/CO ₂ Emissions Abated: 1 million metric tons Water Conserved: 3 billion gallons
Property Types	Residential & Commercial (single family, multifamily, retail, industrial, agricultural, nonprofit, small businesses)
Min/Max Financing Requirements	\$2,500 minimum up to 15% of property value; loan to value (LTV) (including mortgage + PACE) cannot exceed 100% of property value
Financing Terms	5, 10, 15, 20 year terms available in all Ygrene service areas, not to exceed useful life of the improvement; 25 and 30 year terms available on certain improvements in select areas.
Program Website	www.ygrene.com

¹ Data based on University of Southern California Schwarzenegger Institute research, "Impacts of the Property Assessed Clean Energy (PACE) Program on the Economies of California and Florida," utilizing, in part, Ygrene's proprietary impact model. This represents estimated lifetime impacts of PACE projects completed by Ygrene since inception through December 31, 2019. The research report can be accessed at <http://schwarzenegger.usc.edu/research>



Section 8 | Leadership Team



Jim Reinhart
President & CEO

30+ years of financial services and high tech experience.

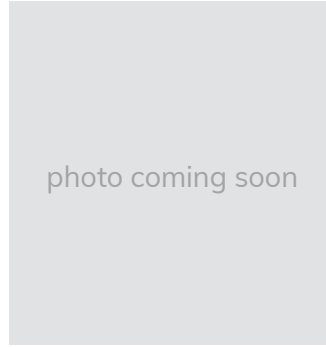
Previously, Jim was the Chief Executive Officer of National Credit Care and has held senior roles at Hewlett Packard, Capital One, Genworth Financial and QTS Realty Trust, where he was Chief Operating Officer and took the company public.



Greg Saunders
Chief Financial Officer

30 years of consumer finance experience.

Greg's career spans three decades, primarily as CFO/COO for 3 publicly traded and 5 venture-backed companies in commercial real estate, financial technology, renewable energy financing, PACE and structured finance.



Farschad Farzan
General Counsel

Brings extensive litigation, compliance, and regulatory experience to the team.

Before moving in-house, Farschad had extensive litigation experience with a focus on anti-trust, intellectual property, class action, privacy, and commercial litigation for companies operating around the world.



Ifen Carlson
Chief Marketing Officer

25 years of experience of experience in marketing, financial services, and analytics.

Ifen has held leadership roles at start-ups and established firms. Previously she served as the lead analytics officer at Visa for North America consumer credit and debit products. She also co-founded the first online small business employee benefits brokerage.



Mike Lemyre
**Senior Vice President,
Government Affairs and
Public Relations**

20+ years of sales, business development, operations and compliance experience.

Mike leads Ygrene's external affairs, including policy development, legislative activities and government relations, bringing his experience with start-ups and large organizations. Mike has held senior positions at Chartis (formerly AIG) and Arch Insurance Group.



David Kelly
**Senior Vice President,
National Sales Director**

David Kelly joined Ygrene in 2014 bringing over 20 years of financial and real estate expertise.

In a prior role, he founded a highly successful residential real estate company which was ranked in the top 1% by the National Association of Realtors. David has been effective in driving Ygrene's sales strategy and delivering impressive growth since his arrival.



Shawn Harrs
Chief Information Officer

20 years of experience leading operational improvement programs.

Prior to joining Ygrene, Shawn held a variety of technology-centric executive roles at The Walt Disney Company, NBCUniversal, and Lennar Corporation. He has also served on several not-for-profit boards focused on promoting STEM education.

Board of Directors

The Ygrene Board of Directors is a diverse cross section of distinguished executives in the areas of finance, public service, investments, capital and marketing. Together, they help guide Ygrene in the embodiment of our mission: improving people's lives and contributing to a healthier environment by removing the barriers to financing property improvements.



Section 9 | List of GSFA Jurisdictions

100% Approved Counties

Del Norte County
Crescent City

Glenn County
Orland
Willows

Humboldt County
Arcata
Blue Lake
Eureka
Ferndale
Fortuna
Rio Dell
Trinidad

Kings County
Avenal
Corcoran
Hanford
Lemoore

Mariposa County

Mendocino County
Fort Bragg
Point Arena
Ukiah
Willits

Modoc County
Alturas

Mono County
Mammoth Lakes

Trinity County

Alameda County:

Alameda
Berkeley
Dublin
Dunsmuir
Fremont
Hayward
Newark
Oakland
Pleasanton
San Leandro
Union City
Unincorporated areas

Amador County:

Ione
Jackson
Plymouth
Unincorporated areas

Butte County:

Chico
Oroville
Paradise
Unincorporated areas

Colusa County:

Williams
Unincorporated areas

Contra Costa County:

Antioch
Brentwood
Concord
Danville
El Cerrito
Lafayette
Martinez
Oakley
Pinole
Pittsburg
Pleasant Hill
Richmond
San Ramon
Walnut Creek
Unincorporated areas

El Dorado County:

Placerville
South Lake Tahoe
Unincorporated areas

Fresno County:

Clovis
Coalinga
Firebaugh
Fowler
Fresno
Huron
Kingsburg
Reedley
Sanger
Selma
Unincorporated areas

Imperial County:

Calexico
Unincorporated areas

Kern County:

Taft

Los Angeles County:

Azusa
Baldwin Park
Bell
Bellflower
Calabasas
Carson
Claremont
Compton
Cudahy
Duarte

El Monte
El Segundo
Gardena
Glendale
Glendora
Hawthorne
Huntington Park
Inglewood
Irwindale
La Mirada
La Puente
Lancaster
Lomita
Long Beach
Los Angeles
Lynwood
Malibu
Manhattan Beach
Montebello
Norwalk
Palmdale
Paramount
Redondo Beach
Rolling Hills Estates
San Fernando
San Marino
Santa Fe Springs
Santa Monica
South Gate
Torrance
Walnut
West Covina
West Hollywood

Madera County:

Madera

Marin County:

Belvedere
Fairfax
Larkspur
Mill Valley
Novato
San Anselmo
San Rafael
Sausalito
Tiburon

Merced County:

Atwater
Dos Palos
Gustine
Livingston
Los Banos

Monterey County:

Salinas
Seaside

Napa County:

American Canyon
Napa
Unincorporated areas

Nevada County:

Nevada
Truckee

Orange County:

Aliso Viejo
Anaheim
Brea
Buena Park
Costa Mesa
Fountain Valley
Garden Grove
Huntington Beach
La Habra
Laguna Beach
Lake Forest
Mission Viejo
Newport Beach
Santa Ana
Stanton

Tustin
Westminster

Riverside County:

Beaumont
Blythe
Cathedral City
Coachella
Corona
Indian Wells
Indio
La Quinta
Moreno Valley
Palm Desert
Palm Springs
Rancho Mirage
Riverside
San Jacinto
Unincorporated areas

Sacramento County:

Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento
Unincorporated areas

San Bernardino County:

Adelanto
Apple Valley
Chino
Colton
Fontana
Hesperia
Highland
Montclair
Rancho Cucamonga
Rialto
San Bernardino
Twentynine Palms
Upland
Victorville
Yucaipa
Yucca Valley

San Diego County:

Carlsbad
Chula Vista
Coronado
Del Mar
El Cajon
Encinitas
Escondido
Imperial Beach
La Mesa
Lemon Grove
National City
Oceanside
Poway
San Diego
Santee
Solana Beach
Vista
Unincorporated areas

San Francisco County and City

San Joaquin County:
Lathrop
Manteca
Stockton
Tracy
Unincorporated areas

San Luis Obispo County:

Grover Beach
Morro Bay
Pismo Beach
San Luis Obispo
Unincorporated areasR

San Mateo County:
Belmont
Brisbane
Burlingame
Colma
Foster City
Pacifica
Redwood City
San Mateo
South San Francisco
Unincorporated areas

Santa Clara County:

Campbell
Cupertino
Gilroy
Milpitas
Morgan Hill
San Jose
Santa Clara
Sunnyvale

Santa Cruz County:

Santa Cruz
Watsonville
Unincorporated areas

Shasta County:

Redding
Shasta Lake
Unincorporated areas

Siskiyou County:

Dunsmuir
Mount Shasta
Weed
Yreka
Unincorporated areas

Solano County:

Benicia
Dixon
Fairfield
Suisun City
Vacaville
Vallejo
Unincorporated areas

Sonoma County:

Petaluma
Sebastopol
Unincorporated areas

Stanislaus County:

Ceres
Hughson
Riverbank
Waterford

Tehama County:

Corning
Tehama
Unincorporated areas

Trinity County:

Unincorporated area

Tulare County:

Dinuba
Farmersville
Porterville
Unincorporated areas

Ventura County:

Camarillo
Moorpark
Oxnard
Simi Valley
Thousand Oaks
Ventura

Yolo County:

West Sacramento
Unincorporated areas

Yuba County:

Unincorporated areas

R = Residential Only
C = Commercial Only



Section 10 | Reporting by Jurisdiction

See Appendix A (Excel spreadsheet)

Activity for the Period:

Inception – December 31, 2019

MINUTES
REGULAR MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

December 1, 2020

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 8:30 p.m. by Vice Chair Diaz. Board Members present: Chair Wan, Vice Chair Diaz, Board Members Cloven, Tillman, and Wolfe. Board Members absent: None. Staff present: Interim City Manager Fran Robustelli, District Manager Scott Alman, General Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**

Chair Wan requested the minutes be amended to include his previous request for a list to be brought back specifying how the funds are being used.

It was moved by Vice Chair Diaz, seconded by Board Member Wolfe, to approve the Consent Calendar as amended. (Passed; 3-2 vote; Cloven and Tillman abstain).

- (a) Approved the Board of Directors' minutes for its regular meeting on August 4, 2020.

4. **ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS**

- (a) Nominations and election of Chair

Chair Wan opened the floor to nominations for Chair in 2021.

Chair Wan nominated Holly Tillman for the office of Chair. No other nominations were received.

Chair Wan called for the vote to elect Tillman as GHAD Chair. Motion passed (5-0 vote).

- (b) Nominations and election of Vice Chair

Chair Tillman opened the floor to nominations for Vice Chair in 2021.

Board Member Wolfe nominated Peter Cloven for the office of Vice Chair. No other nominations were received.

Chair Tillman called for the vote to elect Peter Cloven as GHAD Vice Chair. Motion passed (5-0 vote).

5. **PUBLIC HEARINGS** – None.
6. **ACTION ITEMS** – None.
7. **BOARD ITEMS** – None.
8. **ADJOURNMENT** - on call by Chair Tillman the Board meeting adjourned at 8:36 p.m.

#

Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Holly Tillman, Chair



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: APRIL 20, 2021

SUBJECT: A RESOLUTION AMENDING AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR ENGINEERING SUPPORT TO THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT INCLUDING DESIGNATION OF THE GENERAL MANAGER

RECOMMENDATION

It is recommended that the Oakhurst Geological Hazard Abatement District (GHAD) Board of Directors, by Resolution, amend an existing agreement with Harris & Associates for professional engineering services including designating a new General Manager for the Oakhurst GHAD.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services in support of the Oakhurst Geological Hazard Abatement District (GHAD).

DISCUSSION

In March 2021, the City was notified that Scott Alman who had been serving as the designated General Manager for the GHAD was leaving Harris & Associates. The City remains in contract with Harris & Associates for both city engineering services as well as for support of the Oakhurst GHAD. The new General Manager for the GHAD will be Bill Stracker, PE, TE via an amended agreement with Harris & Associates. The Agreement Amendment will also update the Term provisions of the agreement to keep it current.

FINANCIAL IMPACT

Designating a new General Manager for the Oakhurst GHAD will not have any direct financial impact at this time.

Attachment 1: Resolution
Attachment 2: Agreement Amendment for Agreement with Harris & Associates
Attachment 3: 2017 Agreement with Harris & Associates for GHAD General Manager
Attachment 4: Biography for Bill Stracker

RESOLUTION NO. ____-2021

A RESOLUTION AMENDING AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR ENGINEERING SUPPORT TO THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT INCLUDING DESIGNATION OF THE GENERAL MANAGER

**THE BOARD OF DIRECTORS
Oakhurst Geological Hazard Abatement District
Clayton, CA**

WHEREAS, since 2017, the City of Clayton has contracted with the firm Harris & Associates for engineering services including serving as the General Manager for the Oakhurst Geological Hazard District (GHAD);

WHEREAS, the current named GHAD General Manager has left Harris & Associates;

WHEREAS, the City of Clayton wishes to continue to contract with Harris & Associates for engineering services in support of the Oakhurst GHAD including a General Manager of the GHAD; and

WHEREAS, the Agreement from 2017 does not have current Term provisions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does hereby amend the existing agreement with Harris & Associates to name Bill Stracker as the General Manager of the Oakhurst Geological Hazard Abatement District.

BE IT FURTHER RESOLVED, that the Term provision of the existing agreement with Harris & Associates for engineering support to the Oakhurst GHAD be amended to provide for an ongoing annual agreement.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Oakhurst Geological Hazard Abatement District, at a regular public meeting thereof held on the 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BOARD OF DIRECTORS, OAKHURST GHAD

Holly Tillman, Chair

ATTEST:

Janet Calderon, Secretary

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT ON
BEHALF OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This First Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on April 20, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. **WHEREAS**, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement") including performing as General Manager for and in support of the Oakhurst Geological Hazard Abatement District;
- B. **WHEREAS**, the current terms remain in effect consistent with the original Agreement; and
- C. **WHEREAS**, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- 1. Section 5, Term of the Agreement is hereby amended in its entirety to read as follows:

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement shall continue each year hereafter so long as the City and the Consultant are satisfied with its terms, conditions and performance.

Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments may be retained as part of the Agreement record.

- 2. Section 19, Organization of the Agreement are hereby amended to read as follows:

Consultant shall assign Bill Stracker as General Manager of the Oakhurst Geological Hazard Abatement District (GHAD). The General Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

ATTACHMENT 2

3. Except as otherwise specifically set forth in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 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 Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (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:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of 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 professional engineering services described in the Scope of Services attached hereto as Exhibit "A."

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

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

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement 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. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

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.

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 prior 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 is nor shall become an employee of City by virtue of this Agreement. 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 procure and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent 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 expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

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. 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 elected 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, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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.

14. Verification of Employment Eligibility.

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

15. RESERVED.

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, 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, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer 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 herein.

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: City Manager

CONSULTANT:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and agrees 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 provision, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

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

CITY OF CLAYTON

By: _____

Gary A. Napper
City Manager

ATTEST:

By: _____

City Clerk

HARRIS & ASSOCIATES

By: 

Printed Name: Lisa V. Larnabee

Its: CEO

By: 

Printed Name: Sandra A. DeKason

Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018**Administrative (Funded by General Fund (G.F.))****CLAYTON MONTHLY RATE**

Monthly Lump Sum Retainer

\$9,585.00/mo.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)**CLAYTON HOURLY RATE**

Scott Alman	\$190
Alison Bouley	\$190
Brian Brown	\$180
Dennis Klingelhofer	\$230
Ka Chow	\$105
Teddy Alicante	\$105

Capital Improvement Program (Hourly, Non-G.F.)

Scott Alman	\$190
Jasmine Cuffee	\$190
Vijay Pulijal	\$180
Siva Natarajan	\$165
Kyle Carbert	\$165
Daniel Wilkins	\$140
Alvin Armstrong	\$140
Ka Chow	\$105
Teddy Alicante	\$105

Land Development (Hourly, Non-G.F.)

Scott Alman	\$220
Siva Natarajan	\$175
Kyle Carbert	\$175
Daniel Wilkins	\$150
Ka Chow	\$110
Teddy Alicante	\$110



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

	<u>STANDARD HOURLY RATE</u>
Project Directors	\$230
Senior Project Managers	\$200
Project Managers	\$170
Senior Project Engineers	\$140
Project Engineers	\$90
Senior Technical Support	\$130
Technical Support	\$90

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

	<u>STANDARD HOURLY RATE</u>
Project Director	\$230
Sr. Project Manager	\$190
Project Manager	\$150
Sr. Project Analyst	\$120
Project Analyst	\$90
Technical Support	\$90

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.



SPECIAL MEETING

**OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)
MONDAY, AUGUST 14, 2017**

5:30 P.M.

*First Floor Conference Room, Clayton City Hall
6000 Heritage Trail, Clayton, CA 94517*

Chairman: David Shuey
Vice Chair: Tuija Catalano

Board Members

Jim Diaz
Keith Haydon
Julie K. Pierce

*Pursuant to CA Government Code Section 54957 and upon order of Chairman David Shuey, a Special Meeting is called for **August 14, 2017 at 5:30 P.M.** for the purpose of the following matter:
1). Approve an Agreement for GHAD Engineering Services and Appoint Scott Alman, P.E., as General Manager for the Oakhurst Geological Hazard Abatement District (GHAD).*

*Signed: _____
David T. Shuey, Chairman*

Date: _____

- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Clayton Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street; and 4) www.ci.clayton.ca.us
- If one has 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 925.673-7304.

1. CALL TO ORDER AND ROLL CALL – Chairman David Shuey.

2. PUBLIC COMMENT PERIOD

3. CONSENT CALENDAR – None.

4. ACTION ITEM

- (a) Consider the approval a proposed Agreement for Professional Engineering Services with Harris & Associates (Concord, CA) for the provision of GHAD engineering services at applicable rates of \$105.00 - \$190.00 per hour, and appoint Mr. Scott Alman, P.E., as General Manager of the Oakhurst Geological Hazard Abatement District. ([View Here](#))
(City Manager)

Staff recommendation: Following staff report and opportunity for public comment, that the GHAD Board of Directors, by motion, approve the rates of \$105.00 - \$190.00 per hour, as contained in the Professional Engineering Services Agreement with Harris & Associates for GHAD engineering services, and appoint Mr. Scott Alman, P.E., as General Manager of the Oakhurst Geological Hazard Abatement District.

5. ADJOURNMENT – Chairman Shuey

The next meeting of the GHAD Board of Directors will be scheduled when needed.

#

Agenda Date: 8-14-2017

Agenda Item: 4a GHAD

Approved:

Gary A. Napper
City Manager

GHAD REPORT

TO: HONORABLE CHAIRMAN AND BOARD MEMBERS
FROM: CITY MANAGER
DATE: 14 AUGUST 2017
**SUBJECT: APPROVE ONE-YEAR CONTRACT WITH HARRIS & ASSOCIATES FOR
CONTRACT GHAD ENGINEERING SERVICES**

RECOMMENDATION

It is recommended the GHAD Board of Directors, by motion, approve the rates of \$105.00 - \$190.00 per hour, as contained in the attached Professional Engineering Services Agreement with Harris & Associates (Concord, CA) for contract engineering services to and on behalf of the GHAD, and to appoint Mr. Scott Alman, P.E., from the consulting firm as the General Manager of the Oakhurst Geological Hazard Abatement District (GHAD).

BACKGROUND

Since July 1990, Mr. Rick Angrisani (P.E., and President of Permco Engineering and Management) has served as the General Manager of the Oakhurst Geological Hazard Abatement District (ref. GHAD Resolution No. 1-90). On 12 July 2017 by mutual arrangement, Mr. Angrisani tendered his written resignation as the GHAD's General Manager with a contractual termination date of 10 August, 2017, which date has now concluded.

Mr. Angrisani concurrently served as the contract City Engineer for the City of Clayton and resigned from that position as well. From interviews with three (3) prospective and qualified engineering firms, the City Council instructed its City Manager to negotiate an acceptable contract for replacement city engineering services with the firm of Harris & Associates. The City Council is expected to approve that Agreement at its special meeting on August 14th. Consistent with past practice and experience, it is beneficial and economical for the GHAD to retain the same engineering firm to perform its necessary services for this geologic hazard abatement district, a legal public entity separate and distinct from the City.

PROPOSED CONTRACT

The mutually-agreeable contract for city engineering services with Harris & Associates is attached hereto as "Attachment A". The term of that Agreement will commence on 15 August 2017 and carries an initial one (1) year period with the opportunity for further time extension by written amendment (ref. Section 5. Term, pg. 2). Exhibit A of the Agreement provides the Scope of Services and Schedule of Charges applicable to the full range of city engineering services required by the City and to be provided or arranged through Harris & Associates. Included within that Schedule of Charges are hourly rates for services applicable to "Assessment District/GHAD Administration" [ref. pg. 1 of Exhibit A].

Section 19. Organization (ref. pg. 9) specifies the Consultant (i.e., Harris & Associates) shall assign Mr. Scott Alman, P.E., as the contract City Engineer for the City of Clayton. For purposes of internal and public contacts, Mr. Alman will essentially serve as the new point person for city engineering services provided by and to the City.

Since Mr. Alman will be the City's new contract engineer, it is recommended the GHAD Board of Directors also formally appoint him as its General Manager of the Oakhurst Geological Hazard Abatement District.

FINANCIAL IMPACT

During the past Fiscal Year of 2016-17, Permco provided GHAD engineering services at the rate of \$116.75 per hour, which amount resulted in a fiscal year expense last year of \$7,388.27. The current Fiscal Year GHAD Budget was adopted by the Board with a line item expense of \$5,000 for GHAD basic district management and engineering services.

Mr. Angrisani was seeking a rate increase of the City that averaged 28.5% across the board for all contract services. Based on that submittal, the GHAD may have been presented with a similar rate request which would have resulted in an hourly billing rate of \$149.70. Extrapolating that hourly rate increase request to current and prior fiscal years, the GHAD Budget might have experienced a higher range in annual expenses of \$6,425 - \$9,494, respectively, depending on the applied fiscal base line.

The proposed Schedule of Charges (Exhibit A) specifies Harris & Associates will charge between \$105.00 - \$190.00 per hour for similar services, depending on which of its professionals actually performs the required GHAD services. In any case, it is probable the incurred GHAD expenses this coming year will exceed the allocated \$5,000 line item but its operational budget has an expected excess of \$2,947 plus reserves.

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 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 Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (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:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of 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 professional engineering services described in the Scope of Services attached hereto as Exhibit "A."

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

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

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement 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. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

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.

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 prior 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 is nor shall become an employee of City by virtue of this Agreement. 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 procure and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent 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 expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

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. 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 elected 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, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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.

14. Verification of Employment Eligibility.

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

15. RESERVED.

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, 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, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer 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 herein.

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: City Manager

CONSULTANT:

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and agrees 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 provision, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

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

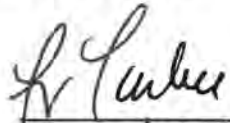
CITY OF CLAYTON

By: _____
Gary A. Napper
City Manager

ATTEST:

By: _____
City Clerk

HARRIS & ASSOCIATES

By: 
Printed Name: Lisa V. Lavallee
Its: CEO

By: 
Printed Name: Paul D. Anderson
Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018Administrative (Funded by General Fund (G.F.))CLAYTON MONTHLY RATE

Monthly Lump Sum Retainer

\$9,585.00/mo.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)CLAYTON HOURLY RATE

Scott Alman	\$190
Alison Bouley	\$190
Brian Brown	\$180
Dennis Klingelhofer	\$230
Ka Chow	\$105
Teddy Alicante	\$105

Capital Improvement Program (Hourly, Non-G.F.)

Scott Alman	\$190
Jasmine Cuffee	\$190
Vijay Pulijal	\$180
Siva Natarajan	\$165
Kyle Carbert	\$165
Daniel Wilkins	\$140
Alvin Armstrong	\$140
Ka Chow	\$105
Teddy Alicante	\$105

Land Development (Hourly, Non-G.F.)

Scott Alman	\$220
Siva Natarajan	\$175
Kyle Carbert	\$175
Daniel Wilkins	\$150
Ka Chow	\$110
Teddy Alicante	\$110



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Directors	\$230
Senior Project Managers	\$200
Project Managers	\$170
Senior Project Engineers	\$140
Project Engineers	\$90
Senior Technical Support	\$130
Technical Support	\$90

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Director	\$230
Sr. Project Manager	\$190
Project Manager	\$150
Sr. Project Analyst	\$120
Project Analyst	\$90
Technical Support	\$90

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.

William E. Stracker, PE, TE

PROJECT MANAGER

William is recognized as an excellent manager and leader with experience in public works and municipal engineering activities. He leads departmental management design engineering, plan review, construction management and inspection and understands the importance of excellent and effective communication. William's experience includes department budget and CIP development, stormwater quality management, and asphalt pavement design and maintenance management. He maintains an active leadership role in department activities and is a responsive and approachable manager who successfully builds high performing teams. He is capable of managing the big picture while completing defined deliverables on a task-by-task basis by means of utilizing functional working groups, applying real world process to improved decision making and accountability, as well as adapting to changes in priorities.

RELEVANT EXPERIENCE

- **Infrastructure Engineers, City Engineer, Brea CA.**
- **City of Huntington Park**, City Engineer for ATP Cycle 3&4 Design and ATP Cycle 5 Application
- **City of Montebello**, Interim City Engineer:
 - Provided Montebello Boulevard construction oversight and environmental reviews with federal FWS.
 - Provided Beverly Boulevard construction oversight and HAWK pedestrian signal design review.
 - Provided street CIP oversight and management.
- **City of Lynwood**, Public Works Director/City Engineer:
 - Responsible for five Divisions including water/sewer, engineering, electrical, fleet, construction administration, and 53 staff.
 - Managed a \$20 million dollar capital program of street improvements and traffic signal upgrades by dividing the work among three consultants while city staff oversaw schedules, scope and costs. C
 - Worked with Metro and adjacent agencies on development of major transportation corridor improvements including Imperial Highway, Long Beach Boulevard, and Atlantic Boulevard.
 - Developed an infrastructure improvement master plan for streets and storm drains.
 - Oversaw city hall north rehabilitation and telecommunications relocation.
 - Coordinated with Water Manager and County Health Department for plume and toxic substances found in ground water.
 - Supported ongoing sewer and water master plans.
 - Upgraded/constructed three wells and install generators.
 - Worked with Planning, Utilities Manager, other departments, and developer for expansion of Plaza Mexico development.

EDUCATION

Bachelor of Science in Civil and Environmental Engineering

Graduate Studies, Civil Engineering

Certificate Course, Municipal Public Works Administration

Caltrans Sponsor, Lane Closure System-Web Based Training

REGISTRATION

Professional Civil Engineer, CA

Professional Traffic Engineer, CA

PROFESSIONAL MEMBERSHIPS

American Public Works Association, Life Member ACEC

Institute for the Advancement of Engineering, Fellow American Society of Civil Engineers

American Society of Civil Engineers-President Orange County Branch

Civil Engineers and Land Surveyors of California-Board of Directors, Los Angeles County, American Council of Engineering Companies. (ACEC) Orange County, CA

American Public Works Association, Executive Committee-Southern California Chapter, American Public Works Association-San Diego Chapter,

- National Delegate-San Diego Chapter
- President-San Diego Chapter-Received prestigious National recognition Awards.

Member, Board of Directors for SAME Los Angeles Post

Member, Board of Directors for SAME Orange County Post

- **City of Lynwood**, Interim Public Works Director/City Engineer:
 - Managed a \$40 million capital program (streets, water, sewer, buildings, parks, construction).
 - Supervised a 51 person department (sewer/water, electrical, engineering, fleet, construction).
 - Prepared a capital and general fund budget.
 - Conducted a city hall annex planning, design, and oversight management using an “At-Risk” format.
 - Oversaw Community Center (LEED Gold) design and construction oversight management (Prop 84 grant).
 - Managed over \$4 million in grant funded projects.
 - Member of Gateway Cities Public Works TAC, Transportation Committee, and I-710 TAC. Appointed to Gateway Cities Watershed Management Authority by City Council.
- **City of Fontana; Baseline Road and Sierra Highway Street and Intersection Realignment, Widening and Rehabilitation.** Project Manager. This project required right of way engineering and acquisition. Cost was \$19 million.
- **US Army Corps of Engineers LA District/City of Lancaster, Reclaimed Water Transmission and Distribution of a 24-inch Pipeline.** Project Manager. Length of the pipeline was 5.5 miles within the City of Lancaster, constructed in Avenue K, Sierra Highway and Division Street. Project included significant underground utilities locations and relocation and required pipeline jacking beneath railroad and utilities. Joint Army Corps of Engineers and City project and ARRA funding. Cost was \$9.5 million.
- **National City, Council Representation, Building Official, Redevelopment Engineer.** City Engineer. Projects included municipal improvement districts, major capital projects, organization development and staff performance measurements.
- **County of Los Angeles, Northridge Earthquake \$1.5 Billion Rebuilding & Recovery Program.** Principal Member of Joint Venture and Program Manager. Oversaw a staff of 50 that coordinated all aspects of the recovery efforts including working with insurance underwriters, FEMA/OES activities, property owners, and politicians for damage evaluations, recovery concepts and costs, design oversight, and document controls. Also managed major capital projects including grade separations, freeway interchanges, street widening from conceptual development and funding, environmental and preliminary engineering, federal/local funding approvals, PS&E design, oversight of bid advertising, and construction management.