



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

Tuesday, September 19, 2023

7:00 p.m.

***** NOTICE *****

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

Mayor: Jeff Wan
Vice Mayor: Jim Diaz

Council Members
Peter Cloven
Holly Tillman
Kim Trupiano

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's website at www.claytonca.gov
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.claytonca.gov
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours and is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment that requires special accommodation 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 – September 19, 2023

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

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register:
https://us02web.zoom.us/webinar/register/WN_suxMeIgbQNWPGzlqaBNXFw

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.
2. **Phone-in:** Register for the meeting using the URL in the paragraph above. Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial toll-free 877-853-5257 and use the Webinar ID and Password found in the e-mail.
3. **E-mail Public Comments:** If preferred, please e-mail public comments to the Executive Assistant to the City Manager, Amy Walcker at awalcker@claytonca.gov by 5:00 p.m. on the day of the City Council meeting. All e-mailed public comments will be forwarded to the entire City Council.

Each person attending the meeting via video conferencing or telephone and who wishes to speak on an agendized or non-agendized matter shall have a set amount of time to speak as determined by the Mayor.

*** CITY COUNCIL ***
September 19, 2023

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

2. PLEDGE OF ALLEGIANCE – Led by Mayor Wan.

3. 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.

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. Financial Demands and Obligations of the City. (Finance Director) ([View](#))
- b. Renew Signature Authorizations for Investing City Funds in the Local Agency Investment Fund (LAIF). (Finance Director) ([View](#))
- c. Approval of and Authorization for the City Manager to Sign a Space License Agreement with the Clayton Community Library Foundation. (City Manager) ([View](#))
- d. Approve Upgrade of Axon Fleet Cameras to Next Generation with Automated License Plate Reader (ALPR). (Police Chief) ([View](#))

5. RECOGNITIONS AND PRESENTATIONS

- a. Information Only – No Action Requested.
 - National Hispanic Heritage Month (September 15 – October 15)
 - Constitution Day and Citizenship Day (September 17)

- b. Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Inclusion” during the months of May, June and July 2023. (Councilmember Cloven) ([View](#))
- c. Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Courage” during the month of August 2023. (Councilmember Cloven) ([View](#))

6. **REPORTS**

- a. City Manager / Staff
 - Link to ClearGov Transparency Portal:
<https://cleargov.com/california/contra-costa/city/clayton/checkbook>
 - ClearGov Financial Transparency Viewing Instructions ([View](#))

7. **PUBLIC HEARINGS**

None

8. **ACTION ITEMS**

- a. Approval of and Authorization for the City Manager to Sign an Agreement with HdL Companies for Business License Administrative Services. (City Manager) ([View](#))
- b. Approval of the City Sponsored Special Events Policy and Identification of the List of City Sponsored Events. (City Manager) ([View](#))
- c. Provide Direction to Staff on City Council Strategic Planning Process. (City Manager) ([View](#))

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

10. **COUNCIL REPORTS**

- a. City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

11. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be October 3, 2023.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Jennifer Giantvalley, Accounting Technician
Prapti Aryal, Finance Director

DATE: September 19, 2023

SUBJECT: Financial Demands and Obligations of the City

RECOMMENDATION

Below are the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

Attached Report	Purpose	Amount
Obligations paid prior to meeting	Accounts Payable	\$ 1,072,193.57
Payroll Reconciliation Summary	Payroll, Taxes	\$ 117,653.35
Payroll Reconciliation Summary	Payroll, Taxes	\$ 98,500.33
Payroll Reconciliation Summary	Payroll, Taxes	\$ 98,888.52
	Total Required	\$ 1,387,235.77

BACKGROUND:

In accordance with City Council direction, this will be the last time the obligations will be submitted in this form. The City has utilized ClearGov, a transparency software, as a tool alongside this process for the better part of a year and will now transition to only providing this information via the ClearGov Transparency portal. As discussed at the August 15, 2023 City Council meeting, the transition to only utilizing the ClearGov module will provide enhanced detail for transparency and improve staff efficiency.

Attached to this agenda item is a tutorial on how to use the ClearGov Transparency portal. The above referenced obligations are from July 20, 2023 to September 7, 2023.

ATTACHMENTS

1. Obligation report for 9/19/23 (5 pages)
2. Payroll Reconciliation Summary report PPE 8/6/23 (2 pages)
3. Payroll Reconciliation Summary report PPE 8/20/23 (2 pages)
4. Payroll Reconciliation Summary report PPE 9/3/23 (2 pages)
5. Financial Transparency Viewing Instructions

Vendor name	Invoice date	Invoice number	Invoice description	Amount	Payment method
ABAG	07/01/2023	AR032523	ABAG Member dues FY 2024	\$3,936.00	Check
Advanced Elevator Solutions, Inc	07/31/2023	53943	Elevator service July 2023	\$132.00	Check
Advanced Elevator Solutions, Inc	09/01/2023	54366	Elevator service August 2023	\$132.00	Check
Advantage Laser Products, Inc	08/04/2023	775107	AP checks (1,000)	\$109.51	Check
Alameda County Sheriff's Office	08/28/2023	Motorcycle	Motorcycle Skills Orientation Class	\$375.00	Check
All City Management Services, Inc.	08/23/2023	87141	School crossing guard svcs 8/6/23-8/19/23	\$2,143.89	Check
All-Guard Systems, Inc.	08/01/2023	A414750	EH Annual alarm monitoring FY 2024	\$663.12	Check
Amy Walcker	07/13/2023	exp reimb	Livescan, post-it easel pad	\$60.93	Check
Apex Technology Management	07/07/2023	1357301	Setup for Laptops	\$564.30	Check
Apex Technology Management	07/28/2023	1357414	Setup for Laptops	\$123.75	Check
Apex Technology Management	07/28/2023	1357429	TS Gold Support	\$660.20	Check
Apex Technology Management	08/31/2023	APXQ30937	Cisco SmartNet Renewal	\$877.32	Check
Apex Technology Management	08/31/2023	APXQ31010	Monitors, docking station	\$2,124.54	Check
Apex Technology Management	08/01/2023	TS1357499	IT Service August 2023	\$2,945.00	Check
Apex Technology Management	09/01/2023	TS1357780	IT Service September 2023	\$2,945.00	Check
AT&T	07/07/2023	9430180804	Hoyer Hall Internet 7/7/23-8/6/23	\$186.39	Check
AT&T	08/07/2023	9647921801	Hoyer Hall Internet 8/7/23-9/6/23	\$186.39	Check
AT&T (CalNet3)	07/22/2023	20272295	Phones 6/22/23-7/21/23	\$1,220.38	Check
AT&T (CalNet3)	08/22/2023	20418950	Phones 7/22/23-8/21/23	\$1,280.92	Check
AT&T (Library)	07/21/2023	322941575 72123	Library Phones 7/22/23-8/21/23	\$203.30	Check
AT&T (Library)	08/21/2023	322941575 82123	Library Phones 8/22/23-9/21/23	\$213.29	Check
Axon Enterprise, Inc	07/01/2023	INUS169951	Taser 7 Certification bundle	\$8,613.00	Check
Axon Enterprise, Inc	08/30/2023	INUS181945	Signal Unit	\$1,179.96	Check
Bay Area News Group	06/30/2023	1380869	Legal Ad - Sewer Service Fee June 2023	\$371.52	Check
Bay Area News Group	07/31/2023	1384021	Legal Ad - HCP Fee Update July 2023	\$698.32	Check
Best Best & Kreiger LLP	08/07/2023	971724, 971725	Legal svcs July 2023	\$11,402.20	Check
Best Best & Kreiger LLP	09/05/2023	973836-973840	Legal svcs August 2023	\$12,879.40	Check
Big O Tires	06/30/2023	5011-283934	Tire repair	\$597.35	Check
Brady IFS	08/07/2023	8221503	Trash liners	\$1,015.38	Check
Business Point Impressions	08/18/2023	122995	Code enforcement door hangers	\$155.85	Check
CA Department of Justice	06/30/2023	151960	Fingerprinting June 2023	\$64.00	Check
CA Department of Justice	08/04/2023	674737	Fingerprinting July 2023	\$64.00	Check
Caltronics Business Systems	07/18/2023	3827804	Copier usage 6/18/23-7/17/23	\$190.72	Check
Caltronics Business Systems	07/19/2023	3828735	Copier usage 6/19/23-7/18/23	\$120.45	Check
Caltronics Business Systems	08/18/2023	3853601	Copier usage 7/18/23-8/17/23	\$127.06	Check
Caltronics Business Systems	08/18/2023	3853602	Copier usage 7/19/23-8/18/23	\$115.86	Check
Capital One Trade Credit (For OSH)	07/25/2023	1650316423	Supplies	\$265.33	Check
Capital One Trade Credit (For OSH)	08/25/2023	1650893670	Supplies	\$398.99	Check
Cintas (First Aid)	07/31/2023	8406371724	Restock first aid cabinet	\$35.94	Check
Cintas Corporation	07/31/2023	8406362078	PW uniforms July 2023	\$275.52	Check
Cintas Corporation	08/31/2023	8406404913	PW uniforms August 2023	\$216.44	Check
City of Concord	07/31/2023	97818	Dispatch svcs August 2023	\$26,267.95	Check
City of Concord	08/14/2023	97888	Dispatch svcs September 2023	\$28,267.95	Check
City of Concord	08/01/2023	96425, 97818	Dispatch Svcs July & August 2023 (Difference)	\$4,000.00	Check
City of Lafayette	07/27/2023	080323	CCC Mayors' Conference - Tillman/Trupiano	\$140.00	Check
City of Pleasant Hill	07/18/2023	CLA04 900007310	Transpac fees FY 2024	\$32,488.00	Check
Civic Plus, LLC	08/01/2023	267972	Full-service supplementation subscription 10/26/23-10/26/24	\$1,332.72	Check
Clayton Valley/Concord Sunrise Rotary Club	09/07/2023	5k 2023	Deposit refund 5k Fun Run 2023	\$233.70	Check
ClearGov, Inc	07/01/2023	2023-12960	Budgeting Software 4/1/23-3/31/24	\$16,500.00	Check
CME Lighting Supply, Inc	07/19/2023	254882	Lamps	\$161.33	Check
Comcast Business	08/27/2023	81554002901380025 09	Internet 9/10/23-10/9/23	\$237.52	Check
Comcast Business	08/05/2023	8155400290138005 Aug	Internet 8/10/23-9/9/23	\$237.52	Check
Comcast Business (PD)	06/30/2023	176208324	PD Internet June 2023	\$967.70	Check
Comcast Business (PD)	08/01/2023	178267709	PD Internet July 2023	\$968.10	Check
Computershare (Trustee fees)	08/01/2023	2445601	Admin fee 8/7/23-8/6/24	\$500.00	Check
Contra Costa County - Office of the Sheriff	08/28/2023	23/24 Clytn	ARIES Maintenance FY 2024	\$8,770.00	Check

Contra Costa County - Office of the Sheriff	06/30/2023	CAL-ID 2023	CAL-ID FY 23	\$15,396.00	Check
Contra Costa County - Office of the Sheriff	06/30/2023	CLPD-223	Blood withdrawals Q4FY23	\$346.50	Check
Contra Costa County - Office of the Sheriff	06/30/2023	CLPD-2306	Toxicology June 2023	\$300.00	Check
Contra Costa County - Office of the Sheriff	08/07/2023	CLPD-2307	Toxicology July 2023	\$655.00	Check
Contra Costa County Animal Svcs Dept	08/07/2023	ASD M7132	Animal services Q1 FY 2024	\$24,741.00	Check
Contra Costa County Department of Conservation & Development	06/30/2023	2023Q4	CASp fee Q4FY23	\$812.60	Check
Contra Costa County Law & Justice Systems	06/30/2023	LJIS 23-CLY	ACCJIN Shared costs FY 2023	\$4,556.52	Check
Contra Costa County Public Works Dept	06/16/2023	705993	Traffic signal maintenance May 2023	\$5,571.00	Check
Contra Costa County Public Works Dept	06/30/2023	706153	Traffic signal maintenance June 2023	\$6,615.99	Check
Contra Costa Water District	07/06/2023	070623	Water 5/3/23-7/6/23	\$70,869.27	Check
Contra Costa Water District	08/04/2023	080423	Water 6/8/23-8/4/23	\$41,804.28	Check
Cowan & Thompson Construction, Inc	07/14/2023	32488	Mudslide removal - Windmill Canyon	\$16,356.70	Check
Cowan & Thompson Construction, Inc	07/14/2023	32489	Debris removal - Donner Creek Trail	\$14,775.00	Check
Cowan & Thompson Construction, Inc	07/14/2023	32490	Drainage Channel -Clayton Rd	\$15,813.00	Check
Cowan & Thompson Construction, Inc	07/14/2023	32491	Windmill Canyon Basin vegetation topsoil removal	\$6,300.00	Check
CR Fireline, Inc	08/22/2023	124239	Service Call for Alarm	\$775.00	Check
Creative Supports, Inc	06/26/2023	31224	CDD desk	\$1,662.47	Check
Cropper Rowe, LLP	07/31/2023	480	1st Progress billing, FS FY 2023	\$5,000.00	Check
Cropper Rowe, LLP	08/31/2023	483	2nd Progress billing, FS FY 2023	\$2,500.00	Check
De Lage Landen Financial Services, Inc.	07/01/2023	80160525	PD copier lease September 2023	\$146.22	Check
De Lage Landen Financial Services, Inc.	07/19/2023	80429299	Copier lease October 2023	\$146.22	Check
De Lage Landen Financial Services, Inc.	07/24/2023	80507532	Copier lease August 2023	\$1,004.49	Check
De Lage Landen Financial Services, Inc.	08/19/2023	80701301	Property Tax Admin Fee	\$147.68	Check
De Lage Landen Financial Services, Inc.	08/19/2023	80701306	Property Tax Admin Fee	\$52.53	Check
De Lage Landen Financial Services, Inc.	08/23/2023	80780634	Copier lease September 2023	\$1,004.49	Check
Diablo Digital Printing-Robert Young	08/01/2023	2306026	Concerts in The Grove Banner, remaining balance	\$51.34	Check
Diablo Foothills District	08/17/2023	022323	HH deposit refund	\$217.00	Check
Digital Services	07/19/2023	12230	IT svcs 7/1/23--7/19/23	\$1,105.00	Check
Digital Services	06/30/2023	12230	IT svcs to 6/30/23	\$1,820.00	Check
Dillon Electric Inc	06/26/2023	4881	Retrofit Bollards to LED @ The Grove Park	\$784.00	Check
Dillon Electric Inc	07/12/2023	4893	Street light repairs 7/11/23	\$733.00	Check
Dillon Electric Inc	07/22/2023	4899	Retrofit Bollards to LED @ The Grove Park	\$481.00	Check
Dillon Electric Inc	07/22/2023	4900	Street light repairs 7/21/23	\$496.00	Check
Dillon Electric Inc	08/08/2023	4917	Street light repairs 8/8/23	\$1,041.00	Check
Dillon Electric Inc	08/28/2023	4925	Street light repairs 8/23/23	\$560.00	Check
Division of the State Architect	06/30/2023	2023Q4	CASp fees Q4 FY23	\$95.60	Check
East Bay Rgn Comm System Auth	07/01/2023	20230209	Radio operations FY 2024	\$12,240.00	Check
Environmental.com, LLC	08/15/2023	9123-9255	Well Testing	\$1,120.00	Check
Environtech Enterprises	08/24/2023	A001-A2-23	Weed abatement March-July 2023	\$11,500.00	Check
Environtech Enterprises	08/24/2023	A001B-2B-23	Weed abatement March-July 2023	\$13,500.00	Check
FasTrak Violation Processing	08/08/2023	I712394304470	Bridge toll- LP CA 1238810	\$7.00	Check
Geoconsultants, Inc.	07/31/2023	19504	Well monitoring July 2023	\$1,546.50	Check
Geoconsultants, Inc.	08/29/2023	19513	Well monitoring August 2023	\$1,546.50	Check
GovInvest, Inc	08/07/2023	2023-4667	OPEB & Pension Modules FY 2024	\$13,025.00	Check
Hammons Supply Company	06/30/2023	123368	Janitorial supplies June 2023	\$313.49	Check
Hammons Supply Company	08/10/2023	123728	Janitorial supplies August 2023	\$361.51	Check
Hammons Supply Company	08/10/2023	123729	Janitorial supplies August 2023	\$586.28	Check
Hammons Supply Company	08/10/2023	123730	Janitorial supplies August 2023	\$548.23	Check
Hammons Supply Company	08/10/2023	123731	Janitorial supplies August 2023	\$531.17	Check
HdL Coren & Cone	07/27/2023	SIN030104	Contract svcs Property Tax Q1 FY 24	\$2,025.00	Check
HdL Coren & Cone	08/09/2023	SIN030571	2023 ACFR, DOL Debt report	\$1,095.00	Check
Health Care Dental Trust	08/01/2023	335615	Dental August 2023	\$1,881.38	Check
Health Care Dental Trust	08/15/2023	336914	Dental September 2023	\$1,881.38	Check
Innovative Impressions	08/21/2023	2163449IV2	Concerts in The Grove Hats	\$405.69	Check
Innovative Impressions	08/22/2023	2163540IV2	Concerts in The Grove Shirts for volunteers	\$237.64	Check
Innovative Impressions	08/24/2023	2163588IV2	Concerts in The Grove Shirts	\$581.90	Check
J&R Floor Services	08/28/2023	08-26-2023	Grind sidewalk Eagle Peak Dr	\$1,500.00	Check

J&R Floor Services	08/14/2023	CH SW	Grind sidewalk adjacent to City Hall	\$1,500.00	Check
J&R Floor Services	09/01/2023	Eight2023	Janitorial svcs August 2023	\$5,068.00	Check
J&R Floor Services	07/31/2023	Seven2023	Janitorial svcs July 2023	\$5,078.00	Check
J&R Floor Services	07/01/2023	Six2023	Janitorial svcs June 2023	\$5,078.00	Check
Jason Shaw	07/17/2023	071723	Mileage reimbursement for training	\$75.72	Check
Katherine Safi	06/16/2023	080523	Refund for CCP reservation (cancelled)	\$564.00	Check
Kennedy & Associates	08/07/2023	23-149	Consultant svcs The Olivia July 2023	\$291.25	Check
Kenneth Joiret	08/01/2023	080123	Sound for National Night Out	\$300.00	Check
Kenneth Joiret	08/02/2023	MC090723	Sound for Mayors' Conference 9/7/23	\$400.00	Check
Kittelsohn & Associates, Inc	08/25/2023	0138222	Professional services through July 2023	\$1,191.40	Check
LarryLogic Productions	07/19/2023	2135	City council meeting production 7/17/23	\$720.00	Check
LarryLogic Productions	08/15/2023	2140	Budget/Audit committee meeting production 8/14/23	\$160.00	Check
LarryLogic Productions	08/16/2023	2141	City council meeting production 8/15/23	\$600.00	Check
LarryLogic Productions	08/23/2023	2143	Planning Commission meeting production 8/22/23	\$160.00	Check
LarryLogic Productions	08/29/2023	2144	East CC Habitat Conservancy meeting 8/28/23	\$160.00	Check
Lexipol LLC	08/01/2023	INVLEX18610	Annual Local Govt Manuals/Bulletins	\$3,161.70	Check
Lizbeth Rios	08/10/2023	CCP	Refund for CCP fee	\$115.00	Check
LSA Associates Inc	05/08/2023	188082	Consultant svcs April 2023	\$2,511.32	Check
LSA Associates Inc	06/30/2023	189163	Consultant svcs June 2023	\$4,237.50	Check
LSA Associates Inc	07/31/2023	OCLY2201.0000	Consultant svcs July 2023	\$8,722.15	Check
Marissa Moore	07/15/2023	071523	EH deposit refund	\$500.00	Check
McCauley Agricultural & Pest Svc	05/30/2023	13630204	Gopher/Squirrel control	\$447.50	Check
McCauley Agricultural & Pest Svc	05/25/2023	13630205	Gopher/Squirrel control	\$447.50	Check
Mission Square Retirement	07/12/2023	20230630-109-320171A	Annual Plan Fee Q1FY24	\$125.00	Check
Moore Iacofano Golstman, Inc	06/24/2023	82055	Housing Element svcs June 2023	\$4,010.00	Check
Moore Iacofano Golstman, Inc	08/11/2023	82274	Housing Element svcs July 2023	\$1,575.00	Check
Motorola Solutions Credit Co, LLC	07/08/2023	32013	PD radio lease pmt 9/1/23-8/31/24	\$33,524.78	Check
MPA	05/31/2023	918-32159	Life/LTD May 2023	\$1,726.35	Check
MPA	06/30/2023	INV003385	Suppl vehicle premium Qtr's 3&4 FY23	\$51.99	Check
MPA	08/18/2023	INV003401	EAP Q1 2024	\$303.42	Check
MSR Mechanical, LLC	01/24/2023	SVC007129	Library (HH) T-Stat Issue	\$1,065.00	Check
MSR Mechanical, LLC	06/30/2023	SVC008641	Library HVAC maintenance June 2023	\$1,645.00	Check
MSR Mechanical, LLC	06/30/2023	SVC008657	CH Boiler Room leak repair	\$15,326.08	Check
MSR Mechanical, LLC	06/30/2023	SVC008658	CH HVAC service June 2023	\$1,332.00	Check
MSR Mechanical, LLC	06/30/2023	SVC008659	EH HVAC maintenance June 2023	\$573.00	Check
Patrick Nemah	09/07/2023	Mileage	Mileage reimbursement for training sessions	\$192.58	Check
PG&E	07/21/2023	2113151100-4 072123	Energy 6/21/23-7/20/23	\$10.52	Check
PG&E	08/21/2023	21131511004 82123	Energy 7/21/23-8/20/23	\$13.58	Check
PG&E	07/23/2023	2572177359-3 072323	Energy (Gas) 6/21/23-7/21/23	\$48.37	Check
PG&E	08/22/2023	25721773593 82223	Energy (Gas) 7/21/23-8/21/23	\$28.72	Check
PG&E	07/26/2023	7293447797-6 072623	Energy 6/14-23-7/16/23	\$30,677.06	Check
PG&E	08/24/2023	72934477976 82423	Energy 7/17/23-8/14/23	\$30,374.00	Check
Pond M Solutions	07/01/2023	7441	Fountain maintenance July 2023	\$650.00	Check
Precision Civil Engineering (PCE)	08/08/2023	28494	21-359 Pre-approved ADU Plans	\$3,426.25	Check
Prestige Printing & Graphics	04/19/2023	84530	Business cards	\$95.13	Check
Prestige Printing & Graphics	07/25/2023	86836	Business cards	\$248.38	Check
Prestige Printing & Graphics	07/31/2023	87058	#9 window envelopes	\$776.94	Check
Professional Convergence Solutions, Inc	08/15/2023	PCS0815231	Trace/locate dialtone for old pay phone outside	\$160.00	Check
R&S Erection of Concord	08/25/2023	131372COMR	Automate roll-up door in Corp Yard	\$4,434.44	Check
R3 Consulting Group, Inc	08/02/2023	122803	Republic negotiation svcs July 2023	\$2,100.00	Check
R3 Consulting Group, Inc	08/02/2023	122807	SB1383 Assistance July 2023	\$4,060.00	Check
Rainbow Community Center	06/15/2023	2023	Deposit refund Pride Parade in Clayton 2023, fountain refund	\$1,974.90	Check
RD Offutt Company	08/16/2023	110421-VRM	New 2023 Vermeer LP573SDT	\$103,335.18	Check
RoadSafe Traffic Systems, Inc	08/11/2023	181511	'No Parking' signs	\$83.96	Check
Roto-Rooter Sewer/Drain Service	07/28/2023	210-25202378	Repair to restroom at The Grove Park	\$1,061.52	Check
Roto-Rooter Sewer/Drain Service	08/04/2023	210-25232892	Repair to restroom at The Grove Park	\$521.92	Check
Roto-Rooter Sewer/Drain Service	08/08/2023	510-25251985	Repair to restroom at The Grove Park	\$427.00	Check

Roto-Rooter Sewer/Drain Service	08/10/2023	510-25257370	Repair to restroom at The Grove Park	\$427.00	Check
Rural Pig Management, Inc	08/01/2023	CC080123	Pig control August 2023	\$3,000.00	Check
Rural Pig Management, Inc	09/01/2023	CC090123	Pig control September 2023	\$3,000.00	Check
SCA of CA, LLC	04/30/2023	105817CS	Street sweeping April 2023	\$4,500.00	Check
SCA of CA, LLC	07/30/2023	106555CS	Street sweeping July 2023	\$4,500.00	Check
SCA of CA, LLC	08/31/2023	106788CS	Street sweeping August 2023	\$4,500.00	Check
Sharma & Associates	06/30/2023	214	Budget/Interim FD Support	\$18,720.00	Check
Site One Landscape Supply, LLC	06/29/2023	131895724-001	Landscape supplies	\$160.65	Check
Site One Landscape Supply, LLC	07/18/2023	132533640-001	Landscape supplies	\$977.80	Check
Site One Landscape Supply, LLC	08/04/2023	132573644-001	Landscape supplies	\$620.41	Check
Site One Landscape Supply, LLC	07/20/2023	132625146-001	Landscape supplies	\$1,967.82	Check
Site One Landscape Supply, LLC	07/21/2023	132677371-001	Landscape supplies	\$255.61	Check
Site One Landscape Supply, LLC	08/18/2023	133102776-001	Service to Irrigation controller	\$762.74	Check
Site One Landscape Supply, LLC	08/22/2023	133742607-001	Landscape supplies	\$268.51	Check
Site One Landscape Supply, LLC	08/23/2023	133785114-001	Landscape supplies	\$451.30	Check
SPACA, Inc	06/30/2023	6784	Security for Concerts	\$688.00	Check
SPACA, Inc	07/31/2023	6828	Security for Concerts	\$1,118.00	Check
SPEC	07/01/2023	M-2128-204	CCP - Demo and reinstall playground equipment	\$10,818.00	Check
SPEC	07/01/2023	M-2128-210	CCP fill and drain rock for playground base	\$466.00	Check
Staples Business Credit	07/25/2023	1650150244	Office supplies	\$1,123.84	Check
Stericycle Inc	06/01/2023	3006480452	Medical waste disposal	\$71.66	Check
Stericycle Inc	08/01/2023	3006556040	Medical waste disposal	\$75.24	Check
Stericycle Inc	09/01/2023	3006592582	Medical waste disposal	\$75.24	Check
Stericycle, Inc	07/18/2023	8004328916	Regular service	\$157.44	Check
Stericycle, Inc	08/18/2023	8004519525	Regular service	\$316.80	Check
T Mobile	07/22/2023	981497076 7/23	PD cell phones July 2023	\$526.10	Check
T Mobile	08/22/2023	981497076 8/23	PD cell phones August 2023	\$526.10	Check
Texas Life Insurance Company	08/23/2023	SM0F1B20230413001	Supplemental insurance	\$42.25	Check
Theis Engineering & Associates	06/30/2023	CLA2306I	GIS Database svcs June 2023	\$4,999.50	Check
Theis Engineering & Associates	08/04/2023	CLA2307A-J	Engineering Svcs July 2023	\$31,185.05	Check
Theis Engineering & Associates	08/09/2023	CLA2307K	Engineering Svcs July 2023	\$1,663.20	Check
Turf Star, Inc.	08/25/2023	7297205-00	Landscape tool parts	\$331.14	Check
Underground Service Alert Of N.CA & NV	06/30/2023	2023112766	811 Member + Billable ticket fee 2023	\$876.89	Check
Underground Service Alert Of N.CA & NV	07/24/2023	23USB112766	CA state fee for Regulatory costs FY 24	\$315.81	Check
Valmont Industries	06/30/2023	CD25093206	Replacement light pole, property damage repair	\$7,927.88	Check
Verizon Wireless	06/30/2023	9938554760	PW cell phones 6/2/23-7/1/23	\$214.95	Check
Verizon Wireless	08/01/2023	9940939459	PW cell phones 7/2/23-8/1/23	\$205.74	Check
Vision Service Plan (CA)	07/19/2023	818389018	Vision August 2023	\$229.23	Check
Waraner Brothers Tree Service	07/28/2023	16515	Tree work Semillion Cir 7/18-19/23	\$2,697.00	Check
Waraner Brothers Tree Service	07/31/2023	16516	Tree work Stranahan Cir 7/13-14/23	\$5,480.00	Check
Waraner Brothers Tree Service	07/31/2023	16517	Tree work London Ct 7/17-18/23	\$4,736.00	Check
Wendy Bumbaca	07/31/2023	072923	Hoyer Hall deposit refund	\$217.00	Check
Western Exterminator	07/31/2023	287545C	Pest control July 2023	\$520.50	Check
Workers.com	07/07/2023	136447	Seasonal workers week end 7/2/23	\$3,225.07	Check
Workers.com	07/14/2023	136494	Seasonal workers week end 7/9/23	\$3,552.28	Check
Workers.com	07/21/2023	136543	Seasonal workers week end 7/16/23	\$4,440.31	Check
Workers.com	07/28/2023	136593	Seasonal workers week end 7/23/23	\$4,393.58	Check
Workers.com	08/04/2023	136638	Seasonal workers week end 7/30/23	\$4,070.19	Check
Workers.com	08/11/2023	136681	Seasonal workers week end 8/6/23	\$4,144.30	Check
Workers.com	08/25/2023	136766	Seasonal workers week end 8/18/23	\$4,357.10	Check
American Fidelity Assurance Company	07/18/2023	2226196B	FSA PPE 8/6/23	\$30.00	Bank draft
American Fidelity Assurance Company	07/18/2023	2226197B	FSA PPE 8/20/23	\$30.00	Bank draft
American Fidelity Assurance Company	08/17/2023	2226198A	FSA PPE 9/3/23	\$30.00	Bank draft
American Fidelity Assurance Company	07/31/2023	D609757	Supplemental Insurance July 2023	\$566.84	Bank draft
American Fidelity Assurance Company	08/31/2023	D620567	Supplemental Insurance August 2023	\$566.84	Bank draft
Authorize.net	07/31/2023	July2023	Online bankcard gateway fee July 2023	\$36.30	Bank draft
Authorize.net	08/31/2023	August2023	Online bankcard gateway fee August 2023	\$32.50	Bank draft

CalPERS Health	09/01/2023	17257163	Medical September 2023	\$39,744.97	Bank draft
CalPERS Retirement	08/06/2023	080623	Retirement PPE 8/6/23	\$22,656.55	Bank draft
CalPERS Retirement	08/20/2023	082023	Retirement PPE 8/20/23	\$22,669.32	Bank draft
CalPERS Retirement	09/03/2023	090323	Retirement PPE 9/3/23	\$22,744.86	Bank draft
CalPERS Retirement	08/07/2023	17250581	GASB-68 Reports	\$2,100.00	Bank draft
Computershare	08/10/2023	CLAY 02092023	Lydia Ln Sewer Principal/Interest payment	\$13,620.19	Bank draft
Mission Square Retirement	08/06/2023	080623	457 Plan contributions PPE 8/6/23	\$501.92	Bank draft
Mission Square Retirement	08/20/2023	082023	457 Plan contributions PPE 8/20/23	\$501.92	Bank draft
Mission Square Retirement	09/03/2023	090323	457 Plan contributions PPE 9/3/23	\$501.92	Bank draft
Nationwide	08/06/2023	080623	457 Plan contribution PPE 8/6/23	\$750.00	Bank draft
Nationwide	08/20/2023	082023	457 Plan contribution PPE 8/20/23	\$750.00	Bank draft
Nationwide	09/03/2023	090323	457 Plan contribution PPE 9/3/23	\$750.00	Bank draft
Neopost (add postage)	08/28/2023	082823	Postage added 8/28/23	\$300.00	Bank draft
Paylocity Corporation	07/21/2023	INV1499397	Payroll fees July 2023	\$526.82	Bank draft
Paylocity Corporation	08/21/2023	INV1552725	Payroll fees August 2023	\$518.82	Bank draft
Paysafe Payment Processing	06/30/2023	June2023	Office bankcard fees June 2023	\$497.49	Bank draft
Paysafe Payment Processing	06/30/2023	June2023	Online bankcard fees June 2023	\$620.08	Bank draft
Paysafe Payment Processing	07/31/2023	July2023	Online bankcard fees July 2023	\$1,051.36	Bank draft
Paysafe Payment Processing	08/31/2023	August2023	Office bankcard fees August 2023	\$493.44	Bank draft
Paysafe Payment Processing	08/31/2023	August2023	Online bankcard fees August 2023	\$167.14	Bank draft
R3 Consulting Group, Inc	07/23/2023	122309	Partial payment of invoice that was underpaid	\$3,505.00	Bank draft
Wex Bank-Fleet Cards	08/25/2023	91352729	Fleet Fuel stmt end 8/25/23	\$6,470.37	Bank draft

\$1,072,193.57

Payroll Summary

City of Clayton

Check Date: 09/08/2023

Process: 2023090801

Pay Period: 08/21/2023 to 09/03/2023

Page 1 of 2

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	35	0.00	88,498.30	88,498.30	
	Totals	35	0.00	88,498.30	88,498.30	→ 88,498.30

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	EFSDU	1	0.00	358.15	358.15	
	Agency	Regular	1	0.00	603.50	603.50	
	Totals		2	0.00	961.65	961.65	→ 961.65

	Total Net Payroll Liability			0.00	89,459.95	89,459.95	→ 89,459.95
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Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	126,626.29	126,626.29			
California SITW			Semi-Weekly	125,374.37	125,374.37	7,025.19		
Totals						7,025.19	0.00	→ 7,025.19

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	126,626.29	2,710.00		2.71	
California SUI		0.020000	Quarterly	126,626.29	2,710.00		54.20	
Totals						0.00	56.91	→ 56.91

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax			Semi-Weekly	125,374.37	125,374.37	17,102.98		
Medicare			Semi-Weekly	126,626.29	126,626.29	1,836.20		
Medicare - Employer			Semi-Weekly	126,626.29	126,626.29		1,836.08	
OASDI			Semi-Weekly	2,710.00	2,710.00	168.02		
OASDI - Employer			Semi-Weekly	2,710.00	2,710.00		168.02	
Totals						19,107.20	2,004.10	→ 21,111.30

	Total Tax Liability					26,132.39	2,061.01	→ 28,193.40
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Total Payroll Liability	117,653.35	→ 117,653.35
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Transfers

Type	Date	Source Account	Amount
Dir Dep	9/7/2023		88,498.30
Tax	9/7/2023		28,193.40
Trust Agency	9/7/2023		961.65



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 9/5/2023 at 6:34 PM

Payroll Summary

City of Clayton

Check Date: 09/08/2023

Process: 2023090801

Pay Period: 08/21/2023 to 09/03/2023

Page 2 of 2

Totals Transfers

117,653.35 → 117,653.35

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	9/13/2023	7,025.19
(Deposit made by Service Bureau)	Federal Income Tax	9/13/2023	21,111.30
(Deposit made by Service Bureau)	California SUI	10/31/2023	56.91
Total Tax Deposits			28,193.40



Payroll Summary

City of Clayton

Check Date: 08/25/2023

Process: 2023082501

Pay Period: 08/07/2023 to 08/20/2023

Page 1 of 2

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	27	0.00	75,972.78	75,972.78	
	Totals	27	0.00	75,972.78	75,972.78	→ 75,972.78

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	EFSDU	1	0.00	358.15	358.15	
	Agency	Regular	1	0.00	603.50	603.50	
	Totals		2	0.00	961.65	961.65	→ 961.65

	Total Net Payroll Liability			0.00	76,934.43	76,934.43	→ 76,934.43
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Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	107,883.76	107,883.76			
California SITW			Semi-Weekly	106,631.84	106,631.84	5,547.31		
Totals						5,547.31	0.00	→ 5,547.31

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	107,883.76				
California SUI		0.020000	Quarterly	107,883.76				
Totals						0.00	0.00	→ 0.00

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax			Semi-Weekly	106,631.84	106,631.84	12,889.94		
Medicare			Semi-Weekly	107,883.76	107,883.76	1,564.34		
Medicare - Employer			Semi-Weekly	107,883.76	107,883.76		1,564.31	
Totals						14,454.28	1,564.31	→ 16,018.59

	Total Tax Liability					20,001.59	1,564.31	→ 21,565.90
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	Total Payroll Liability					98,500.33		→ 98,500.33
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Transfers

Type	Date	Source Account	Amount	
Dir Dep	8/24/2023		75,972.78	
Tax	8/24/2023		21,565.90	
Trust Agency	8/24/2023		961.65	
Totals Transfers			98,500.33	→ 98,500.33



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 8/22/2023 at 6:35 PM

Payroll Summary

City of Clayton

Check Date: 08/25/2023

Process: 2023082501

Page 2 of 2

Pay Period: 08/07/2023 to 08/20/2023

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	8/30/2023	5,547.31
(Deposit made by Service Bureau)	Federal Income Tax	8/30/2023	16,018.59
	Total Tax Deposits		21,565.90



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 8/22/2023 at 6:35 PM

Payroll Summary

City of Clayton

Check Date: 08/11/2023

Process: 2023081101

Pay Period: 07/24/2023 to 08/06/2023

Page 1 of 2

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	31	0.00	76,440.54	76,440.54	
	Totals	31	0.00	76,440.54	76,440.54	→ 76,440.54

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	EFSDU	1	0.00	358.15	358.15	
	Agency	Regular	1	0.00	603.50	603.50	
	Totals		2	0.00	961.65	961.65	→ 961.65

	Total Net Payroll Liability			0.00	77,402.19	77,402.19	→ 77,402.19
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Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	108,096.16	108,096.16			
California SITW			Semi-Weekly	106,844.24	106,844.24	5,432.28		
Totals						5,432.28	0.00	→ 5,432.28

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	108,096.16	4,175.95		4.18	
California SUI		0.020000	Quarterly	108,096.16	4,175.95		83.52	
Totals						0.00	87.70	→ 87.70

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax			Semi-Weekly	106,844.24	106,844.24	12,540.17		
Medicare			Semi-Weekly	108,096.16	108,096.16	1,567.39		
Medicare - Employer			Semi-Weekly	108,096.16	108,096.16		1,567.39	
OASDI			Semi-Weekly	2,350.00	2,350.00	145.70		
OASDI - Employer			Semi-Weekly	2,350.00	2,350.00		145.70	
Totals						14,253.26	1,713.09	→ 15,966.35

	Total Tax Liability					19,685.54	1,800.79	→ 21,486.33
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	Total Payroll Liability					98,888.52		→ 98,888.52
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Transfers

Type	Date	Source Account	Amount
Dir Dep	8/10/2023		76,440.54
Tax	8/10/2023		21,486.33
Trust Agency	8/10/2023		961.65



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 8/14/2023 at 11:58 AM

Payroll Summary

City of Clayton

Check Date: 08/11/2023

Process: 2023081101

Pay Period: 07/24/2023 to 08/06/2023

Page 2 of 2

Totals Transfers

98,888.52 → 98,888.52

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	8/16/2023	5,432.28
(Deposit made by Service Bureau)	Federal Income Tax	8/16/2023	15,966.35
(Deposit made by Service Bureau)	California SUI	10/31/2023	87.70
Total Tax Deposits			21,486.33

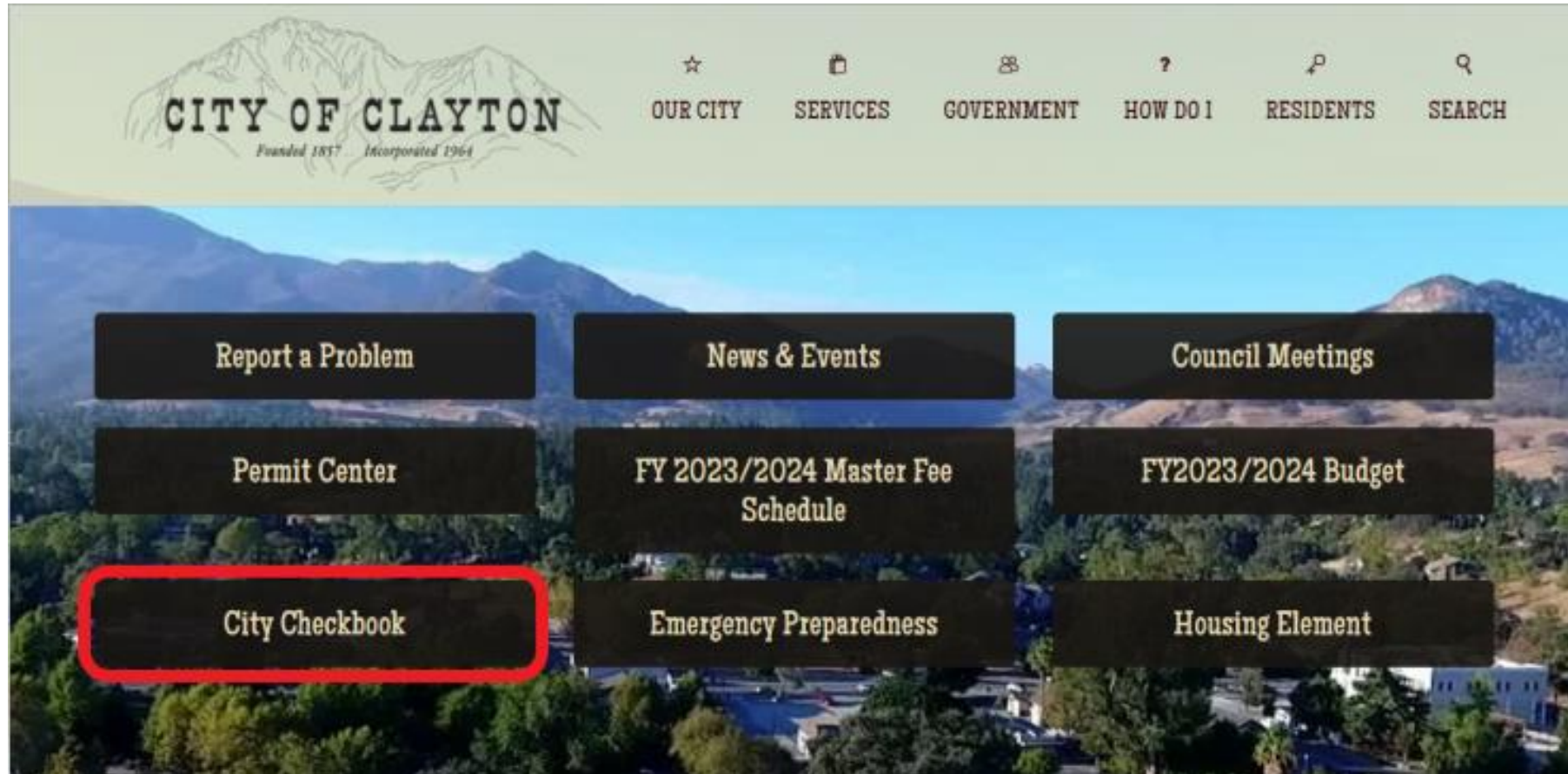




Financial Transparency:

**How do I view the City's accounts
payables (checkbook)?**

On the City of Clayton's homepage, click the City Checkbook button.



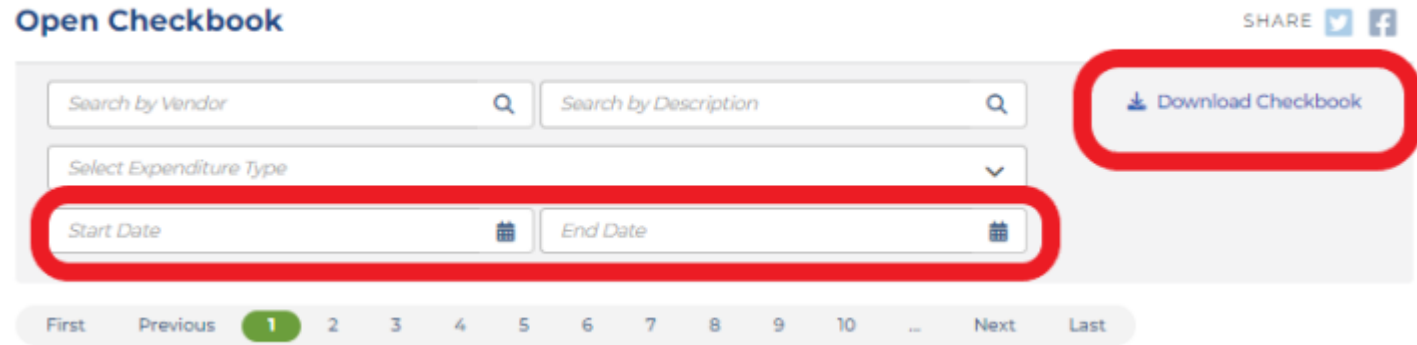
See
'Checkbook'
tab at the
top.

Scroll down
to see
accounts
payables.

The screenshot shows the ClearGov website interface for the City of Clayton. At the top, there is a navigation bar with the ClearGov logo, a search bar, and links for 'Sign In' and 'Schedule a Demo'. Below this is a header section for the 'TRANSPARENCY CENTER' of the 'CITY OF Clayton', located in 'Contra Costa County, CA' with Mayor 'JEFF WAN'. A horizontal menu contains several tabs: 'Overview', 'Revenues', 'Expenditures', 'Demographics', 'Projects', and 'Checkbook'. The 'Checkbook' tab is highlighted with a red circle. Below the menu, the 'Open Checkbook' section is visible, featuring search filters for 'Search by Vendor', 'Search by Description', 'Select Expenditure Type', 'Start Date', and 'End Date'. There is also a 'Download Checkbook' link. A pagination bar shows page 1 is selected. The main content is a table of transactions.

Date	Check #	Vendor	Description	Category	Account Number	Amount
08/02/2023	Sound for Mayors' Conference 9/7/23	Kenneth Joiret	MC090723			\$400.00
08/01/2023	Admin fee 8/7/23-8/6/24	Computershare (Trustee fees)	2445601			\$500.00
08/01/2023	Concerts in The Grove Banner, remaining balance	Diablo Digital Printing- Robert Young	2306026			\$51.34
08/01/2023	Dental August 2023	Health Care Dental Trust	335615			\$1,881.38
08/01/2023	EH Annual alarm monitoring FY 2024	All-Guard Systems, Inc.	A414750			\$663.12
08/01/2023	Full-service supplementation subscription 10/26/23	Civic Plus, LLC	267972			\$1,332.72

To search by a specific date range, select start and end dates.



The screenshot shows the 'Open Checkbook' search interface. It features a header with the title 'Open Checkbook' and a 'SHARE' button with social media icons. Below the header are two search bars: 'Search by Vendor' and 'Search by Description'. A dropdown menu for 'Select Expenditure Type' is positioned below these. A red rectangle highlights the 'Start Date' and 'End Date' input fields, which include calendar icons. Another red rectangle highlights the 'Download Checkbook' button, which has a download icon. At the bottom, there is a pagination bar with links for 'First', 'Previous', '1' (highlighted), '2', '3', '4', '5', '6', '7', '8', '9', '10', '...', 'Next', and 'Last'. An arrow points from the text 'select start and end dates' to the 'Start Date' field, and another arrow points from the text 'Optional: You can also download it.' to the 'Download Checkbook' button.

Optional: You can also download it.

Optional: You can also download it.

SAMPLE DOWNLOAD

Checkbook by Month		Date	Check #	Vendor	Description	Amount
August 2023 Total	\$8,148.80					
		08/02/2023	Sound for Mayors' Conference 9/7/23	Kenneth Joiret	MC090723	\$400.00
		08/01/2023	Admin fee 8/7/23-8/6/24	Computershare (Trustee fees)	2445601	\$500.00
		08/01/2023	Concerts in The Grove Banner, remaining balance	Diablo Digital Printing-Robert Young	2306026	\$51.34
		08/01/2023	Dental August 2023	Health Care Dental Trust	335615	\$1,881.38
		08/01/2023	EH Annual alarm monitoring FY 2024	All-Guard Systems, Inc.	A414750	\$663.12
		08/01/2023	Full-service supplementation subscription 10/26/23	Civic Plus, LLC	267972	\$1,332.72
		08/01/2023	IT Service August 2023	Apex Technology Management	TS1357499	\$2,945.00
		08/01/2023	Medical waste disposal	Stericycle Inc	3006556040	\$75.24
		08/01/2023	Sound for National Night Out	Kenneth Joiret	080123	\$300.00
July 2023 Total	\$1,530,068.30					
		07/31/2023	#9 window envelopes	Prestige Printing & Graphics	87058	\$776.94
		07/31/2023	Dispatch svcs August 2023	City of Concord	97818	\$26,267.95
		07/31/2023	Elevator service July 2023	Advanced Elevator Solutions, Inc	53943	\$132.00
		07/31/2023	Hoyer Hall deposit refund	Wendy Bumbaca	072923	\$217.00
		07/31/2023	Janitorial svcs July 2023	J&R Floor Services	Seven2023	\$5,078.00
		07/31/2023	Online bankcard gateway fee July 2023	Authorize.net	July2023	\$36.30
		07/31/2023	PW uniforms July 2023	Cintas Corporation	8406362078	\$275.52
		07/31/2023	Restock first aid cabinet	Cintas (First Aid)	8406371724	\$35.94
		07/31/2023	Tree work London Ct 7/17-18/23	Waraner Brothers Tree Service	16517	\$4,736.00
		07/31/2023	Tree work Stranahan Cir 7/13-14/23	Waraner Brothers Tree Service	16516	\$5,480.00
		07/31/2023	Well monitoring July 2023	Geoconsultants, Inc.	19504	\$1,546.50
		07/30/2023	Street sweeping July 2023	SCA of CA, LLC	106555CS	\$4,500.00
		07/28/2023	Repair to restroom at The Grove Park	Roto-Rooter Sewer/Drain Service	210-25202378	\$1,061.52
		07/28/2023	Seasonal workers week end 7/23/23	Workers.com	136593	\$4,393.58
		07/28/2023	Setup for Laptops	Apex Technology Management	1357414	\$123.75
		07/28/2023	Tree work Semillion Cir 7/18-19/23	Waraner Brothers Tree Service	16515	\$2,697.00
		07/28/2023	TS Gold Support	Apex Technology Management	1357429	\$660.20
		07/27/2023	CCC Mayors' Conference - Tillman/Trupiano	City of Lafayette	080323	\$140.00
		07/27/2023	Contract svcs Property Tax Q1 FY 24	HdL Coren & Cone	SIN030104	\$2,025.00
		07/27/2023	Successor Agency Debt Service	US Bank Trust National Assoc	2355574	\$388,855.00



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Prapti Aryal, Finance Director

DATE: September 19, 2023

SUBJECT: Renew Signature Authorizations for Investing City Funds in the Local Agency Investment Fund (LAIF)

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution renewing the authorization to invest monies in the Local Agency Investment Fund ("LAIF") in accordance with Section 16429.1 of the California Government Code. The LAIF is a pooled investment fund managed by the State of California Treasures Office.

BACKGROUND

The LAIF is a voluntary program created by State statute in 1977 as an investment alternative for California's local governments. This program is administered by the State Treasurer's Office with monies from the LAIF invested with State monies through the Pooled Money Investment Account ("PMIA"). This program offers local agencies the opportunity to participate in a major portfolio that invests billions of dollars using the investment expertise of the State Treasurer's Office investment staff. LAIF has 2,362 participants and \$23.6 billion as of July 2023. At the end of each calendar quarter, all interest earned in the Fund is distributed by LAIF to the participating governmental agencies directly proportionate to their respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, an amount equal to the reasonable costs of making the investments, not to exceed one-half of 1 percent of the earnings of the Fund, are deducted from the interest earnings. A statement is sent to all fund participants showing balances and transactions for the month.

DISCUSSION

As of August 31, 2023, the City had \$26K invested in LAIF. Investing in LAIF is an authorized investment in the City's Investment Policy that meets the investment objective of safety. Under Federal Law, the State of California cannot declare bankruptcy; specifically, Section 16429.3 of the State Government Code states that monies placed with the Treasurer for deposit in the

LAIF shall not be subject to impound or seizure by any State official or State agency. California Government Code Section 16429.4 was added in 2002 and states that the State cannot withhold LAIF monies if they fail to adopt a budget by the June 30th deadline.

Due to staff turnover and title changes, staff is requesting the approval of the attached Resolution, which will renew authorization to invest monies not required for immediate cash flow needs in the LAIF and designate those authorized to complete such transactions.

FISCAL IMPACTS

Approval of this resolution will allow the City staff to invest the excess funds and can earn interest. These funds are liquid and can be available for use within one day.

ATTACHMENTS

Resolution

RESOLUTION NO. ## -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
DESIGNATING CITY PERSONNEL AUTHORIZED TO INVEST MONIES IN THE
LOCAL AGENCY INVESTMENT FUND (LAIF)**

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

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of Clayton does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Clayton; and

WHEREAS, this Resolution supersedes and replaces prior authorities stipulated in Resolution No. 87-2022.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton does hereby authorize the deposit and withdrawal of City of Clayton monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following City of Clayton officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

City Manager

Executive Assistant to the City Manager

Finance Director

City Treasurer

[Remainder of page intentionally left blank.]

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California, at a regular meeting thereof held on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

City Clerk



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: September 19, 2023

SUBJECT: Approval of and Authorization for the City Manager to Sign a Space License Agreement with the Clayton Community Library Foundation

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to sign a space license agreement with the Clayton Community Library Foundation to utilize space behind the area near the Keller House.

BACKGROUND

The Clayton Community Library Foundation is a strong partner with the Clayton Community Library. Although two separate organizations, the Foundation's purpose is to support our Library through fund raising. One of the major fund raisers is the Foundation's book sale. Currently, the books that are utilized for the book sale are stored at the Keller House. The Keller House, although a historic building, is not well suited for this purpose. For this reason, the Foundation is looking for alternative locations to store the books for the book sale.

DISCUSSION

The Clayton Community Library Foundation is a strong partner to the Clayton Community Library. One of the large fundraising events the Foundation hosts during the year is the Foundation Book Sale. This generates significant revenue for the Foundation, which they use to donate funds to support supplies, programs, and services to the Clayton Community Library.

Currently, the books are kept at the Keller House which both the City and the Foundation agree is not a long-term solution. The attached lease provides the Foundation with the space needed to purchase appropriate storage for the donated books and related items to assist with their support of the Library.

FISCAL IMPACTS

The City will be charging a nominal annual fee of \$1 for consideration of the space used. The intent for the low space license fee is that the benefit to the community, through the support of the Library, outweighs any small additional revenue the City would otherwise receive.

ATTACHMENTS

Space License Agreement

CITY OF CLAYTON
LICENSE AGREEMENT FOR USE OF CITY FACILITIES

1. PARTIES AND DATE.

This License Agreement is made and entered into this 19th day of September, 2023 by and between the City of Clayton a California municipal corporation with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City") and Clayton Community Library Foundation. a California corporation with its principal place of business at 6125 Clayton Road, Clayton, California 94517 ("Licensee"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to own and operate facilities of various kinds, and authorize the use of such facilities by other public entities and private parties.

2.2 Licensee. Licensee desires the use of approximately 400 square feet of vacant land adjacent to the "Keller House" property owned by the City ("Facilities").

2.3 Purpose. City desires to allow Licensee to use the Facilities for the purpose of storing storage containers. ("Activities").

2.4 Consideration. This Agreement is made in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged.

3. USE OF FACILITIES.

3.1 Facilities Subject to License. Subject to the terms and conditions of this Agreement, the City hereby agrees to allow Licensee to use the Facilities designated below for the purpose of conducting the Activities: Locating two storage containers and a storage shed for book and material storage related to the work of the Clayton Library Foundation.

3.2 Terms of License. With this License the City grants the Licensee the limited right to use the Facilities for the specific purpose named herein. Any License or permission granted hereunder is subject to the discretion, approval and direction of the City throughout the term and duration of the License and the City retains the authority to supervise, control, and/or terminate any activities conducted pursuant to this Agreement. The City hereby designates Bret Prebula or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Licensee shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3 Restrictions on Use of Facilities. Licensee shall not use, and Licensee shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the Facilities other than for the specific Activities described herein. The term "Agents" shall mean Licensee's officers, directors, member, agents, employees, invitees, contractors, subcontractors, and any

employees of such parties. The term “Invitees” shall mean Licensee’s invitees, guests or business visitors. By way of example only and without limitation, the following uses of the Facilities by Licensee, or any of its Agents or Invitees, are prohibited:

(a) Licensee shall not construct or place any permanent structures, signs or improvements on the Facilities, nor shall Licensee alter any existing structures, signs or improvements on the Facilities.

(b) Licensee shall not conduct any unauthorized activities on or about the Facilities that constitute waste or nuisance.

(c) Licensee shall not damage City’s real or personal property.

(d) Licensee shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the Facilities, or transported to or from the Facilities.

(e) Licensee shall immediately notify City of any release or suspected release of Hazardous Material. Licensee shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Licensee shall, without cost to City and in accordance with all laws and regulations, return the Facilities to the condition immediately prior to the release. Licensee shall allow City to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(i) For purposes of this Agreement, “Hazardous Material” includes, without limitation, the following: any material defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.

4. TERMS.

4.1 Term and Termination of License. The term of this Agreement shall be from September 19, 2023 to December 31, 2043, unless earlier terminated as provided herein. The City has the right to terminate this Agreement and the License granted hereby upon ten (10) days’ notice, with or without cause. In addition, the City may terminate this Agreement and the License immediately and without notice for safety reasons. It is within the sole discretion of the City to determine if and when safety concerns exist which require immediate termination or revocation of the License. The City shall incur no liability or obligation upon exercising any of the termination rights listed herein.

4.2 Nonassignment of License. The permission, rights and privileges granted hereunder are nonexclusive and nontransferable. Licensee shall not, either voluntarily or by action of law, assign or transfer this License or any obligation, right, title or interest assumed by Licensee herein without the prior written consent of the City. If Licensee attempts an assignment or transfer of this License or any obligation, right, title or interest herein, City may at its option, terminate the License and shall thereupon be relieved from any and all obligations to Licensee or its assignee or transferee.

4.3 Surrender and Repair of Damage. Upon the cancellation, expiration, or termination of this License, Licensee shall surrender the Facilities in the same condition as received free from hazards and clear of all debris and of all property of Licensee or its Agents or Invitees. Licensee shall promptly, at its sole cost, repair any and all damage to the Facilities and any personal property located thereon caused by Licensee or its Agents or Invitees. Licensee shall obtain City's prior approval of any party to be used by Licensee to conduct such repair work. If Licensee damages Facilities or any personal property, the final repair costs owed by Licensee shall be determined by the City, and shall be paid by Licensee within five (5) days of City's demand therefor. Licensee's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

4.4 City's Right to Cancel. City reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions:

(a) Licensee fails to promptly pay all fees or charges under this Agreement when due.

(b) Licensee fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving City's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Licensee fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, City reserves the right to cancel this Agreement immediately and without prior notice, if, in the City's sole judgment such action is warranted by such default or breach.

(c) The City determines that there is an emergency requiring cancellation or termination of the Agreement.

4.5 Compliance with Laws; Regulatory Approvals. Licensee shall, at its sole expense, conduct and cause to be conducted all activities on the Facilities in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Licensee agrees to conduct the Activities at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the Facilities any and all licenses or approvals necessary to conduct the Activities.

4.6 Utilities. Licensee shall not connect to or use any utility systems or outlets unless such use is specifically authorized in the Activities.

4.7 City's Right to Cure Defaults by Licensee. If Licensee defaults in the performance of any of its obligations under this Agreement, City may, at its sole option, remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Licensee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

4.8 Cash Deposit. City may, without limiting its other remedies, require Licensee to pay to City in cash or other deposit in an amount necessary to cover the cost of repairing or remedying any breach of this Agreement. Any unexpended sums shall be returned to Licensee, and Licensee shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Licensee on any such deposit.

4.9 Use Charges.

(a) Upon execution of this Agreement, Licensee shall pay use charges equivalent to \$1 per year. In the event that the daily use charges at the termination or expiration of this Agreement differ from the City's calculation at the execution of the Agreement, whether because Licensee occupies the Facilities for longer than is authorized under this Agreement or otherwise, City shall provide Licensee with a billing and accounting of use charges. Any unexpended sums shall be returned to Licensee, and Licensee shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Licensee on any such deposit.

(b) Additional Payments. Within five (5) days of City's demand therefor, Licensee shall pay City departments for the costs incurred by those departments in providing the use of City employees, equipment, property, and facilities.

5. INSURANCE.

5.1 Minimum Requirements. Without in any way limiting Licensee's liability pursuant to the "Indemnification" section of this Agreement, Licensee must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 in aggregate and \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations;

(b) Commercial Automobile {Reserved}

(c) Workers' Compensation Insurance {Reserved}

(d) Commercial General Liability and Commercial Automobile (if applicable) Liability Insurance policies must provide the following:

(i) Name as Additional Insured the City of Clayton, its officers, agents, and employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(iii) All policies shall provide thirty days' advance written notice to City of cancellation mailed to the following address:

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

(e) In the event that the City determines that Licensee's Activities require additional insurance, Licensee shall, prior to commencing any such activity obtain such insurance as the City Manager requires for such activity.

(f) All insurance shall be provided under an occurrence basis.

(g) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(h) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(i) Before commencing any operations under this Agreement, Licensee shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement

As Is Condition of Facilities; Disclaimer of Representations. LICENSEE ACCEPTS THE USE OF THE FACILITIES IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE FACILITIES OR ANY FACILITIES ON THE FACILITIES, FOR LICENSEE'S USE.

6. WAIVER OF CLAIMS.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, invitees, Licensees or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the Facilities or its use by Licensee.

(b) Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the Facilities or Licensee's use thereof, an (ii) in the event that City exercises its right to suspend, revoke or terminate this Agreement.

(c) In connection with the foregoing release, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Licensee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement.

6.2 Indemnity. Licensee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, “Losses”), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Facilities, or any part thereof, whether the person or property of Licensee, any of its Agents and Invitees, or third persons, relating in any manner to any use or activity under this Agreement; (b) any failure by Licensee, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the Facilities or any activities conducted thereon by Licensee, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents or Invitees, on, in, under or about the Facilities, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants fees, investigation and remediation costs and all other reasonable costs and expenses

incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Facilities and claims for damages or decreases in the value of adjoining property. Licensee shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision. Licensee's obligations under this Section shall survive the expiration or termination of this Agreement.

6.3 No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Licensee prior to completion of filming on the Facilities unless first approved by the City by written instrument executed and approved in the same manner as this Agreement.

6.4 No Joint Ventures or Partnership; Independent Licensee. This Agreement does not create a partnership or joint venture between City and Licensee. Licensee shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all federal, state or local law and regulations.

6.5 Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Licensee, which event renders impossible the fulfillment of any term of this Agreement, Licensee and the City shall have no right to nor claim for damages against the other.

6.6 Possessory Interest Taxes. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest under applicable law. Licensee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Licensee's interest under this Agreement or use of the Facilities pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Licensee's usage of the Facilities that may be imposed upon Licensee by applicable law.

6.7 Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

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

To Licensee: Clayton Community Library Foundation
 6125 Clayton Road
 Clayton, CA, 94517

Notice shall be deemed (a) the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is

made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

6.8 General Provisions. This Agreement may be amended or modified only by a writing signed by City and Licensee. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the City Manager or other authorized City official. This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement shall be governed by and subject to California law and the City's Municipal Code. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Subject to the prohibition against assignments or other transfers by Licensee hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

CITY OF CLAYTON

CLAYTON COMMUNITY LIBRARY
FOUNDATION

By:

Bret Prebula
City Manager

By:

Meg Hanna
President

Rosemary Harwood
Treasurer

APPROVED AS TO FORM

By: _____

City Attorney
Best Best & Krieger LLP

**Clayton Community Library Foundation
Space License Agreement**

Location Map





STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Police Chief McEachin

DATE: September 19, 2023

SUBJECT: Approve Upgrade of Axon Fleet Cameras to Next Generation with Automated License Plate Reader (ALPR)

RECOMMENDATION

Staff recommends the approval of eight new Axon Fleet 3 in-car cameras with Automated License Plate Reader (ALPR) technology to replace the existing Axon Fleet 2 cameras.

BACKGROUND

The eight Clayton Police Department patrol vehicles are each equipped with an Axon Fleet 2 dash camera system. These are two-camera systems which record the roadway in front of the vehicle as well as the rear passenger compartment where arrestees are placed while being transported to jail. The cameras are a valuable tool for recording violations committed in the presence of officers while in their vehicles, recording pursuits involving officers, and recording the behavior of arrestees, who are often combative and cause damage to the patrol vehicle.

DISCUSSION

The current Fleet 2 cameras were purchased in 2019. At that time, ALPR technology was not included in Axon's dash cameras. The latest version, Axon Fleet 3, has incorporated ALPR technology into the cameras. This feature enables cameras to scan vehicle license plates as officers drive around the City. ALPR cameras in patrol vehicles are a significant benefit in assisting officers with solving crimes. The cameras record license plates and the locations where they were scanned and notify officers of vehicles in the Stolen Vehicle System (SVS). Officers may also enter a plate number into the system and obtain a readout of locations where a license plate has previously been read. It is also important to note that Axon has ceased to manufacture the Fleet 2 camera and will no longer be providing support for function or software issues.

As with previous versions, the estimated life span of a camera system (hardware and software) is 5 years.

FISCAL IMPACT

The cost to purchase eight Axon Fleet 3 dash camera systems would be broken down into five annual payments in the amount of \$15,700. The first payment would be due in April 2024, with the final payment due in April 2028. This amount reflects a reduction in cost for the new cameras, as it is less than the previous annual payments, in the amount of \$16,070 for the cameras purchased in 2019, now paid for in full.

ATTACHMENT

Axon quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-507450-45160.820DB

Issued: 08/22/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 05/15/2024

Account Number: 116361

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-6000 Heritage Trl 6000 Heritage Trl Clayton, CA 94517-1249 USA	Clayton Police Dept. - CA 6000 Heritage Trl Clayton CA 94517-1249 USA Email: 94-1568979

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Jason Shaw Phone: 9256737365 Email: jason.shaw@claytonpd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$77,488.96
ESTIMATED TOTAL W/ TAX	\$78,503.79

Discount Summary

Average Savings Per Year	\$10,680.74
TOTAL SAVINGS	\$53,403.68

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$15,497.80	\$202.97	\$15,700.77
Apr 2025	\$15,497.79	\$202.97	\$15,700.76
Apr 2026	\$15,497.79	\$202.97	\$15,700.76
Apr 2027	\$15,497.79	\$202.97	\$15,700.76
Apr 2028	\$15,497.79	\$202.95	\$15,700.74
Total	\$77,488.96	\$1,014.83	\$78,503.79

Quote Unbundled Price:	\$130,892.64
Quote List Price:	\$113,828.64
Quote Subtotal:	\$77,488.96

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	8	60	\$214.29	\$178.74	\$155.74	\$74,755.20	\$819.53	\$75,574.73
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	8			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
70112	AXON SIGNAL UNIT	8			\$279.00	\$279.00	\$2,232.00	\$195.30	\$2,427.30
A la Carte Warranties									
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	49		\$9.54	\$0.00	\$0.00	\$0.00	\$0.00
80379	EXT WARRANTY, AXON SIGNAL UNIT	8	49		\$1.28	\$1.28	\$501.76	\$0.00	\$501.76
Total							\$77,488.96	\$1,014.83	\$78,503.79

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	70112	AXON SIGNAL UNIT	8	04/15/2024
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	04/15/2024
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	8	04/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	8	05/15/2024	05/14/2029
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	05/15/2024	05/14/2029
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	8	05/15/2024	05/14/2029
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	05/15/2024	05/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	04/15/2025	05/14/2029
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	04/15/2025	05/14/2029
A la Carte	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	04/15/2025	05/14/2029

Payment Details

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	70112	AXON SIGNAL UNIT	8	\$446.40	\$39.06	\$485.46
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$100.35	\$0.00	\$100.35
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	8	\$14,951.05	\$163.91	\$15,114.96
Total				\$15,497.80	\$202.97	\$15,700.77

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	70112	AXON SIGNAL UNIT	8	\$446.40	\$39.06	\$485.46
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$100.35	\$0.00	\$100.35
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	8	\$14,951.04	\$163.91	\$15,114.95
Total				\$15,497.79	\$202.97	\$15,700.76

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	70112	AXON SIGNAL UNIT	8	\$446.40	\$39.06	\$485.46
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$100.35	\$0.00	\$100.35
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	8	\$14,951.04	\$163.91	\$15,114.95
Total				\$15,497.79	\$202.97	\$15,700.76

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70112	AXON SIGNAL UNIT	8	\$446.40	\$39.06	\$485.46
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$100.35	\$0.00	\$100.35
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	8	\$14,951.04	\$163.91	\$15,114.95
Total				\$15,497.79	\$202.97	\$15,700.76

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	70112	AXON SIGNAL UNIT	8	\$446.40	\$39.06	\$485.46
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$100.35	\$0.00	\$100.35
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$0.00	\$0.00	\$0.00

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	8	\$14,951.04	\$163.89	\$15,114.93
Total				\$15,497.79	\$202.95	\$15,700.74

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/22/2023



Rob Griffith
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Inclusion"

May, June and July 2023

Sophia Napolitano
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Inclusion"

May, June and July 2023

Brynn Panza
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Inclusion"

May, June and July 2023

Giovanni Castaneda
for
"Doing the Right Thing"
at
Diablo Valley Middle School
by exemplifying great "Inclusion"

May, June and July 2023

Kyle Nathan
for
"Doing the Right Thing"
at
Diablo Valley Middle School
by exemplifying great "Inclusion"

May, June and July 2023

Rob Griffith
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Courage"

August 2023

Sophia Napolitano
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Courage"

August 2023

Brynn Panza
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Courage"

August 2023

Sicily La Macchia
for
"Doing the Right Thing"
at
Diablo Valley Middle School
by exemplifying great "Courage"

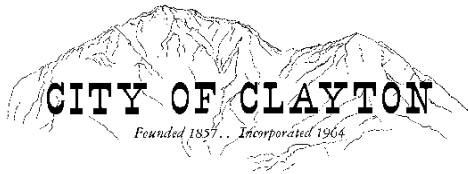
August 2023

Isabella Murillo
for
"Doing the Right Thing"
at
Diablo Valley Middle School
by exemplifying great "Courage"

August 2023

Radha Tiwari
for
"Doing the Right Thing"
at
Diablo Valley Middle School
by exemplifying great "Courage"

August 2023



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: September 19, 2023

SUBJECT: Approval of and Authorization for the City Manager to Sign an Agreement with HdL Companies for Business License Administrative Services

RECOMMENDATION

Staff recommends that the Council approve and authorize the City Manager to sign the agreement with HdL Companies for Business License administrative services.

BACKGROUND

Currently, the City operates its business license process through internal staff primarily made up of the Finance Director, Accounting Technician, and Office Assistant/Code Enforcement Officer. This process requires significant staff time during various periods throughout the year, inclusive of maintaining the administrative record through a business license software program, significant manual entries/forms, and antiquated payment methods through in person (non-swipe) credit card payments or checks. This process has not taken advantage of the changes in technology nor benefited the time impact to the limited City staff. Currently, the City has over 1,100 business licenses to manage and a limited way to address delinquencies or enforce businesses that may require a business license but not obtain one. The agreement with HdL companies addresses all of the above items.

DISCUSSION

The City continues to look for ways to not only improve efficiency but sustainably maintain service delivery. The City currently has approximately 1,100 business licenses. This function is handled through a combination of finance and general administrative staff. Although a software system is used to log and track the business licenses, the process itself is manual, and the enforcement of delinquent or non-compliant businesses can impact staff's other work. Additionally, with the turnover in staff, there can be lags in processing, inconsistency in approach, and delays in service overall. HdL Companies offers a full business license

administration service that will remove this function from City staff. City staff would transition to contract administration for this service, and the Finance Department staff would primarily address the monthly payment file from HdL Companies.

Staff has experience implementing this service successfully with HdL Companies in other agencies. The ability to free up staff primarily in the code enforcement function will assist in improving code enforcement services throughout the City.

FISCAL IMPACT

The agreement with HdL Companies is “evergreen” in that it will be renewed until terminated by the City. The reason for such an agreement is to allow the ongoing annual process to continue in an adjunct staff approach. HdL Companies charges a per business license fee for the annual administration of the license which includes setup, renewals, questions by customers, processing, reporting, and other functions that would otherwise be addressed by internal staff. Additionally, the agreement allows for enforcement services. Although a different fee applies, staff has had a great deal of success in other agencies with HdL Companies working with delinquent or non-compliant customers to get them current on their licenses, adding additional revenue to the City but in a subtle and clear process to the customer.

The breakdown of fees and cost benefit to the City is outlined below.

<u>Item</u>	<u>Cost/(Reduction)</u>
Current Business License Software (no longer needed)	\$ (4,438)
Gained Code Enforcement Staff Hours (300 per year)	\$ (12,600)
Estimated annual cost of new agreement	\$ 18,700
Net Cost Benefit Impact	\$ 1,662

One of the largest items that cannot be quantified in the table above is the standardizing of this annual process. Regardless of the staff working for the City, this process will run consistently year after year. As the City has seen in recent years, turnover has created significant issues with developing or maintaining policy and process. The contract with HdL Companies will alleviate this issue moving forward as it relates to the business license operations. With the very inexpensive net cost and the large unquantifiable benefit of the consistent process for the customer, the City will have addressed this service delivery issue for little to no cost increase.

ATTACHMENTS

HdL Companies Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 20__ (the “Agreement Date”) by and between Hinderliter De Llamas & Associates (HdL) (“Consultant”), and City of Clayton (“Client”), which is located within the state of California (the “State”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”)

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 In no event will any of Consultant Group be liable for any Client monies not collected by Consultant Group, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.3 Without limitation on any statute of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: City of Clayton, CA, Attn: [REDACTED], Email: [REDACTED].

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf

of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

Hinderliter De Llamas & Associates (HdL)

By: _____
Its: _____

By: _____
Its: _____

CLIENT:

City of Clayton, CA

By: _____
Its: _____

By: _____
Its: _____

SCHEDULE D
Tax and Fee Administration Services and Fees
Business License Tax and Fees

SCHEDULE D – This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated _____, 2023 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client’s business license tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

2.1. Discovery Services

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.

2.3. Audit Services

- 2.3.1. Identify potential under-reporting and/or misclassified businesses.
- 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

- 2.3.3. Submit audit summaries to Client and discuss further actions.
- 2.3.4. Educate businesses on proper reporting practices.
- 2.3.5. Invoice and collect identified delinquencies.
- 3. Online Payment Processing** – Consultant’s services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
 - 3.1. Client Responsibilities
 - 3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
 - 3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

4. Operations Management Services

- 4.1. Fees for performing operations management Services shall be \$17.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.
- 4.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 4.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client’s monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

5. Compliance Services

- 5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
 - 5.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.
 - 5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
 - 5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

- 5.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.
- 5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 5.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 5.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 6. Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
- 6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
- 6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
- 6.1.2. ACH/eCheck processing - \$1.25 per transaction
- 6.2. Client funded
- 6.2.1. Credit and debit card processing – 2.9% of transaction amount
- 6.2.2. ACH/eCheck processing - \$0.50 per transaction
- 6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
- 6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule D to the MSA through their duly authorized representatives as of _____, 2023.

CONSULTANT:

CLIENT:

Hinderliter De Llamas & Associates (HdL)

City of Clayton, CA

By: _____
Its: _____

By: _____
Its: _____



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: September 19 2023

SUBJECT: Approval of the City Sponsored Special Events Policy and Identification of the List of City Sponsored Special Events

RECOMMENDATION

Staff recommends approval of the City Sponsored Special Event Policy and identification of the initial list and priority of City Sponsored Special Events.

BACKGROUND

Over the past few months, there has been discussion at City Council meetings about what constitutes a City sponsored special event and how an event is added to or removed from such classification. The City did not have an official adopted policy on this subject; thus, the reason staff is presenting a policy today for City Council consideration. Additionally, there was not a specific dollar figure City Council had designated to cap the spending on City sponsored special events. Some specific events had self-contained budgets, mostly offset by donations/sponsorship, but the collective City sponsored events did not have a City Council approved limit.

DISCUSSION

The attached City Sponsored Special Events Policy outlines five major areas:

1. Broad set of criteria/objectives to consider when adding an event to the City sponsored special event list.
2. Process for confirming, adding, or removing a City sponsored special event.
3. The financial threshold (annually) the City will commit to this purpose.
4. The manner in which City Council will be updated on the City sponsored special events.
5. The name of events and prioritization of selected events

The policy is constructed to allow the City Council flexibility in selecting events that the Council believes meet the public good and enhance the community while maintaining a financial limit to these designations. The policy takes into account the long history of certain City-run events while allowing flexibility for additional events, if desired. The review period for the events sponsored by the City is annually, with a quarterly Council update of the events' progress, unless a sub-committee is desired by the City Council.

The attached policy does not presume any City sponsored special events since this will be the policy inception; thus, staff will add the finalized Exhibit "A" once approved by City Council.

FISCAL IMPACT

As outlined in the City Sponsored Special Events Policy, staff is recommending the annual amount of appropriations that are used for City sponsored events to be 1 percent of the General Fund's total appropriations. The actual cost to facilitate the City sponsored special events will ultimately depend on the event size, Request for Proposal responses, and donations/sponsorships received to support such events. That said, keeping the net General Fund impact to the level identified in the policy is a good starting point for staff to create a reference and foundation for potential future discussions with City Council as the new process for operating these events commences this cycle.

ATTACHMENT

City Sponsored Special Events Policy

CITY SPONSORED SPECIAL EVENTS POLICY

Introduction

City sponsored special events are a key part of what makes Clayton a special place. Special events bring joy to the community, reinforce cultural values, and bring awareness regionally to our City. They can serve to create a sense of community identity and unity.

City sponsored special events can also burden City services and, if done poorly, can create harm for the community. It is critical that the City Staff properly manage special events in the City. This policy seeks to clarify the process of bringing forward a City sponsored special event and who will manage the operational and organizational work associated with the City sponsored special events.

Definitions

Direct Costs: This is when the City provides money directly to or for an Event. Direct costs include but are not limited to payments for purchase or rental of goods or supplies for the event, and payments to outside vendors or contractors performing work for the event.

In-Kind Costs: These are indirect costs to the City for an event. These costs would include City staff time to coordinate the event, deliver equipment, conduct road or other closures when applicable, and provide a police presence.

Examples of In-Kind Services:

1. Traffic control (Clayton Police Department)
2. Installation of traffic control devices (Clayton Police and Maintenance/Facilities Departments)
3. Clean-up of parks areas and restrooms (Maintenance/Facilities Department)
4. Security (Clayton Police Department)
5. No parking signage/enforcement (Clayton Police and Maintenance/Facilities Departments)
6. City team pre-planning/preparation, accounting, and event promotion

City Sponsored Special Event: An event that the City sponsors and for which the City absorbs all related direct, in-kind, and permitting costs for said event. The City may not necessarily coordinate or put on said event, as those services may be contracted to a third party.

City Sponsored Special Events Policy

City Sponsored Special Events

Background

The City of Clayton has historically had a strong sense of volunteerism especially from sitting and former City councilmembers. Councilmembers have managed much of the logistics related to City sponsored special events. This has been a wonderful show of community engagement. The concern with this approach, especially as we see increased demands on day-to-day City operations, is that this method of core City sponsored special event management is not sustainable. The lack of core process, policy, and systematic operational awareness has created a lack of clarity on how events become City sponsored special events, what is included in the definition of an event that is a City sponsored special event, and who manages the organization and operation of a City sponsored special event.

To that end, this policy will identify the method to confirm, add, or delete a City sponsored special event, what is included in such a designation, and the level of City staff involvement in City sponsored special events.

Criteria for a City sponsored special event

Although not a mandate for the City Council to add or not to add a specific event as a City sponsored special event, this policy will outline criteria that provides a broad set of objectives to consider when adding any event as a City sponsored special event.

The broad criteria is as follows:

- The event by its very nature will bring a significant number of community members together to celebrate or enjoy what the event is hosting.
- The event enhances the inclusivity of the Clayton Community, reinforcing the values of the community and the City's motto of "Do the Right Thing."
- The event provides a forum for community members that would otherwise not get together in such a public setting, creating a place to continue to explore common interests.
- The event celebrates significant people or events in our City's, State's, or Country's history.

Process for confirming, adding, deleting City sponsored special events

Each March, the City Manager's Office shall bring forth an agenda item to the City Council to confirm, add, or delete events from the approved City sponsored event list for the following fiscal year. To ensure a level of fiscal control, the City Manager will outline the amount of direct and/or in-kind costs the City would otherwise have received for such an event if it was not City sponsored. The intention of this process is to ensure awareness for the City Council and the public of the amount of funding being utilized for said events. This will also include any revenue

City Sponsored Special Events Policy

derived from donations or sponsorships for the event. The City policy will allow the City Council to approve City sponsored special events up to a total cost (direct and indirect) of 1% of the City General Fund budget each year. This cost analysis will not include loss of revenue from permit fee collection as the City through this policy is prioritizing the public good over the potential fee collection. The 1% of the City General Fund is net any revenue for City sponsored special events. For example:

- If 1% of the General Fund is \$60,000 and the cost of City sponsored events in total cost \$100,000 but \$40,000 is earned in related donations/sponsorships, the net total would still meet the policy level of 1% of the General Fund annual appropriations.

If the cost of the City sponsored special events are estimated to be above 1% of the City General Fund appropriations, the City Manager may recommend during the March review, to remove an event(s) from the City sponsored special event list, or to narrow the scope of certain event(s), to reduce the total cost of all City sponsored events to not more than 1% of the General Fund appropriations. If the City Council were to allow the total cost of City sponsored special events to go above 1% of General Fund appropriations, it is not recommended that this occur for more than one cycle (year) and the following year event(s) are reduced to return to policy levels.

The current list of City sponsored special events is outlined in Exhibit "A."

Process for event organization and management

Creating a structure and process around the operation and organization of City sponsored special events will be key to their sustainability. The goal will be to utilize the most limited number of staff hours for City sponsored special events and avoid disruption for day-to-day municipal operations. This may include contracting with promoters, and/or hiring extra help (temporary) staff to specifically manage certain events. City Council support of the organization and operation of City sponsored special events can be helpful on the fringes of events but is not a sustainable business model, thus the desire will be to create systems, processes, contracts, specific non-permanent staff, and volunteers, to handle the approved events in the future.

Fees and Forms

All City sponsored special events will have the applicable permit fees waived. The limiting of permit applications will reduce the administrative staff burden related to City sponsored special events. Staff will complete a short City sponsored special event form to denote the specifics of the event for the City's own administrative purposes. That form will be managed outside of this policy.

City Sponsored Special Events Policy

Prioritization of Events

As part of the deliberation on the events that make up the City sponsored special events list, staff will request the City Council to prioritize the events selected. The reason for the prioritization is to ensure staff identifies the necessary funding to address all resources for one event before moving to the next event. This way the City can be certain the prioritized events are resourced appropriately to be successful instead of a mix and match of events that are not resourced fully. This may include the allocation of volunteers, direct costs, indirect costs, and contracted resources. The prioritization will be included in the City sponsored special event list outlined in Exhibit "A".

Special Event Updates

The City Council may choose to add additional oversight to the City sponsored special events. Barring no creation of a sub-committee staff will bring back updates on the cost and operation of City sponsored special events quarterly to the full City Council.

City Sponsored Special Events Policy

Exhibit "A"

City Sponsored Special Event List

1. Event 1
2. Event 2
3. Event 3
4. Event 4
5. Event 5



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: September 19 2023

SUBJECT: Provide Direction to Staff on City Council Strategic Planning Process

RECOMMENDATION

Provide direction to staff on the strategic planning process.

BACKGROUND

Regardless of the type of organization (public or private), having a vision and direction for larger strategic initiatives is a pillar to drive the resource management of the organization. The City of Clayton has not recently gone through such a process; thus, it would greatly benefit the City Council, City staff, and community to go through a detailed strategic planning process.

DISCUSSION

Strategic planning serves as a compass for our city, enabling us to navigate the ever-changing landscape of challenges and opportunities. By engaging in a thoughtful and comprehensive strategic planning process, we can establish a clear direction for Clayton's future, ensuring that our decisions align with our shared vision and goals.

Here are some key benefits that strategic planning can offer:

1. **Vision and Focus:** Strategic planning provides a platform for us to define and articulate a collective vision for Clayton's future. It helps us identify our strengths, weaknesses, opportunities, and threats, allowing us to focus our efforts on the areas that require our attention the most. By setting specific objectives and measurable goals, we can work together to achieve a common vision that reflects the aspirations of our residents.

2. **Resource Allocation:** With limited resources at our disposal, strategic planning helps us prioritize and allocate our resources effectively. By understanding the needs and priorities of our community, we can make informed decisions about where to invest our time, energy, and financial resources. This ensures that we optimize our efforts and maximize the impact of the services and initiatives we provide to our residents.
3. **Collaboration and Engagement:** Strategic planning fosters collaboration and engagement among various stakeholders, including City staff, community organizations, businesses, and residents. By involving the diverse voices of our community, we can promote inclusivity, transparency, and accountability in our decision-making processes. This collaborative approach ensures that our strategic plan represents the aspirations and interests of all those who call Clayton home.
4. **Adaptability and Resilience:** In an ever-evolving world, strategic planning equips us with the tools to adapt and respond to changing circumstances effectively. By proactively identifying potential challenges and opportunities, we can develop contingency plans and make informed decisions that safeguard our city's resilience. Strategic planning allows us to be proactive rather than reactive, positioning Clayton to thrive in the face of uncertainty.
5. **Measuring Progress:** A well-crafted strategic plan includes measurable objectives and performance indicators, enabling us to track our progress over time. By regularly monitoring and evaluating our achievements, we can identify areas of success, celebrate milestones, and make necessary adjustments to stay on track. This data-driven approach empowers us to be accountable to our community and make data-informed decisions that drive positive change.

As a general concept, staff is recommending the following:

- Two Community Visioning meetings between the consultant and community members. The desires and vision of our community members would be reported back to City Council during a public meeting soon thereafter in order to be incorporated into the City Council strategic planning meeting.
- One-Day City Council Strategic Planning meeting. This meeting would include staff presentations, such as but not limited to 5-year forecast, roads study session, recap of maintenance and general service needs, followed by the second half of the day focusing on the Council's discussion on strategic goals/vision.
- Consultant would return to City Council soon thereafter with the final report, metrics for review, etc.

As a reminder, all City Council Strategic Planning meetings are public meetings and must comply with the Brown Act.

Staff is also looking to confirm a date for the City Council Strategic Planning session. Staff is recommending December 12, 2023.

FISCAL IMPACT

The ultimate cost of the consultant will depend on the final approach decided by the City Council. If City Council agrees with a community component, one-day City Council public strategic planning meeting, one-on-one discussions with the consultant to prepare for the public discussions, and follow-up reports and presentations, staff estimates the cost to be between \$20,000 and \$25,000. This is within the range staff would expect for this level of professional work for such a process. Staff has identified Tripepi Smith to provide such a proposal once the City Council has finalized the broad structure for the process.

ATTACHMENTS

None