



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

**Tuesday, November 19, 2024
7:00 p.m.**

**Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517**

Zoom Videoconference and Call-in:

Webinar: <https://us02web.zoom.us/j/81342918951>

Telephone: 1 + (669) 900 - 9128 **Webinar ID:** 813 4291 8951

Jim Diaz, Mayor

Kim Trupiano, Vice Mayor

Peter Cloven, Councilmember

Holly Tillman, Councilmember

Jeff Wan, Councilmember

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. 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 other agenda items will be allowed when each item is considered by the Council.

4. CONSENT CALENDAR

Consent Calendar items are typically routine in nature and are considered for approval by one single motion. 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. Approval of the October 15, 2024, Meeting Minutes (City Clerk)
[\(View\)](#)
- b. Adopt a Resolution Approving the Amended Conflict of Interest Code of the City of Clayton. (City Clerk)
[\(View\)](#)
- c. Approve a Professional Services Agreement with Peregrine Technologies, Inc. for Access to their Public Safety Data Application. (Police Chief)
[\(View\)](#)

5. RECOGNITIONS AND PRESENTATIONS

- a. Certificates of Recognition to Public School Students for Exemplifying the “Do the Right Thing” Character Trait of “Respect” During the Month of October 2024.
[\(View\)](#)
- b. Certificate of Appreciation – Jacalyn Ferrer, Former Contra Costa Library Commissioner
[\(View\)](#)
- c. Information Only – No Action Requested
 - Native American Heritage Month
 - Dutch American Heritage Day – November 13th
 - Homeless Awareness Week – November 11th to November 23rd

6. REPORTS

- a. City Manager / Staff
 - Link to ClearGov Transparency Portal:
<https://cleargov.com/california/contra-costa/city/clayton/checkbook>

7. PUBLIC HEARINGS

(There are no Public Hearings scheduled for this meeting.)

8. ACTION ITEMS

- a. Approve the Installation of a Bronze Plaque in Memory of Bob Hoyer at a Designated Location in Grove Park and Authorize the Associated Costs for the Plaque and its Management. (City Manager)
[\(View\)](#)
- b. Authorize a Budget Amendment in an Amount Not to Exceed \$60,000 for the Flooring and Painting Project on the Third Floor of City Hall and to Authorize the City Manager to close the Third Floor of City Hall during the week of December 16, 2024. (Assistant City Manager)
[\(View\)](#)
- c. Adopt a Resolution Authorizing the Addition of a Full-Time Classification of Administrative Clerk to Include the Related Job Specification, Benefit Package, and Pay Range with a Low Annual Compensation of \$54,580.31 and a High Annual compensation of \$66,342.71 in Line with the Current Police Administrative Clerk Position. (Assistant City Manager)
[\(View\)](#)
- d. Adopt a Resolution Authorizing the Addition of a Full-Time Classification of Community Services Coordinator to Include the Related Job Specification and Pay Range with a Low Annual Salary of \$72,449 and a High Annual Salary of \$88,062. (Assistant City Manager)
[\(View\)](#)
- e. Adopt a Resolution Authorizing the Addition of a Part-Time Classification of Community Services Leader and the Related Job Specification and Pay Range with a Low Hourly Rate of \$17.92 and a High Hourly Rate of \$21.23. (Assistant City Manager)
[\(View\)](#)
- f. Adopt a Resolution Authorizing the Addition of a Full-Time Classification of Senior Management Analyst to Include the Related Job Specification, Benefit Package and Pay Range with a Low Annual Salary of \$126,267 and a High Annual Salary of \$153,478. (Assistant City Manager)
[\(View\)](#)
- g. Adopt a Resolution Authorizing the Addition of a Full-Time Classification of Senior Planner to Include the Related Job Specification, Benefit Package and Pay Range with a Low Annual Salary of \$108,021 and a High Annual Salary of \$131,300, and to Delete the Full-Time Community Development Director and Full-Time Assistant Planner Positions From the FY 2024-25 Annual Budget. (Assistant City Manager)
[\(View\)](#)

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

10. **COUNCIL REPORTS**

11. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be December 3, 2024. For meeting information and materials, please visit the City's website at www.claytonca.gov

Meeting Information and Access

- 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 requiring special accommodation to participate, please call the City Clerk's office at least 72 hours (about 3 days) before the meeting on (925) 673-7300.

Remote Access

The public may attend City Council meetings in-person or remotely via livestream on the City's website and through 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. Unless required by the Brown Act, the meeting will continue despite technical difficulties for participants using the teleconferencing option.

1. **Videoconference:** Click or visit the link on the front page of the meeting agenda. To access the webinar, you may download the Zoom client application or connect to the meeting in the web browser. You will be asked to enter your email address and name.

When the Mayor calls your item of interest, click the "raise hand" icon to be added to the speaker queue. The Clerk will identify you by name and you will hear "you have been unmuted" when it is your turn to provide public comment.

2. **Phone-in:** Dial the telephone number provided on the front page of the agenda. When prompted, enter the meeting ID. Once connected you will hear the meeting discussions but will remain muted. When your item of interest is called, please dial *9 to "raise hand" and be added to the speaker queue. The Clerk will identify you by the last 4-digits of your phone number and you will hear "you have been unmuted" when it is your turn to provide public comment. To toggle between mute/unmute on your device, please dial *6.

3. **E-mail Public Comments:** Public comment may also be sent to the City Clerk at cityclerk@claytonca.gov by 5:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire City Council and made part of the official meeting file.

Each person attending the meeting in-person, via videoconference, or call-in and who wishes to speak on an agendized or non-agendized matter (within the council's jurisdiction), shall have a set amount of time to speak as determined by the Mayor.



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

TUESDAY, October 15, 2024

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Diaz held via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Diaz, Vice Mayor Trupiano, and Councilmembers: Cloven, Tillman, and Wan. Staff present: City Manager, Kris Lofthus; Assistant City Manager, Regina Rubier; Police Chief, Richard McEachin; City Attorney, Malathy Subramanian; and City Clerk, Stephanie Cabrera-Brown.
2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Diaz
3. **PUBLIC COMMENT ON NON - AGENDA ITEMS**
Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. 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 other agenda items will be allowed when each item is considered by the Council.

Linda Hudak – Spoke regarding political attacks and flyers.

Rosy Straka – Spoke regarding current campaign practices and how she plans to vote.

Ed Miller – Spoke regarding current campaign practices and how he plans to vote.

Richard Enea – Spoke regarding his qualifications for City Council, provided background on his candidacy, his platform, and shared how voters can reach him.

Holly Tillman (Councilmember) – Read correspondence received in support of candidacy, spoke regarding political flyers that have been sent out, her qualifications for re-election, and her platform.

Maria Shulman – Spoke regarding her qualifications for City Council, her platform, and how she plans to serve the community if she is elected.

At the request of Mayor Diaz, Vice Mayor Trupiano assumed the chair at 7:36 p.m.

Jim Diaz (Councilmember) – Spoke regarding campaigning, his platform, the city’s finances, regarding work that has been completed during his current term, and priorities if re-elected.

The Mayor resumed the chair at 7:39 p.m.

4. CONSENT CALENDAR

It was moved by Councilmember Wan, seconded by Vice Mayor Trupiano to approve Consent Calendar item 4(a) as submitted (Passed: 5- 0).

- a. Approval of the October 1, 2024, Meeting Minutes (City Clerk)

5. RECOGNITIONS AND PRESENTATIONS

- a. Certificates of Recognition to Public School Students for Exemplifying the “Do the Right Thing” Character Trait of “Responsibility” during the month of September 2024.

Councilmember Cloven provided a brief overview of the “Do the Right Thing” program and was joined by Vice Principal Miranda Romo (Mount Diablo Elementary) and Principal Vicky Wilson (Diablo View Middle School) to present the awards for “Responsibility”

- b. Certificate of Appreciation – Jim Mahan, Acting Postmaster for the City of Clayton, U.S. Postal Service.

Mayor Diaz shared Mr. Mahan’s accomplishments since coming to Clayton as the Acting U.S. Postmaster for Clayton. Mr. Mahan thanked the Council and Clayton community.

6. REPORTS

a. City Manager / Staff

- Link to ClearGov Transparency Portal:

<https://cleargov.com/california/contra-costa/city/clayton/checkbook>

Kris Lofthus, City Manager provided a report on meeting with East Bay Regional Parks, attended meetings for the PMA with Assistant City Manager and the Mayors' conference, and spoke regarding various projects in process.

7. PUBLIC HEARINGS

(There were no Public Hearings scheduled for this meeting.)

8. ACTION ITEMS

- ### a.
- Appoint Amit Prayag to the Contra Costa Library Commission for the remainder of a 3-year term (7/1/2023 - 6/30/26), with a term end date of June 30, 2026. (City Clerk)

Stephanie Cabrera-Brown, City Clerk/Assistant to the City Manager, provided a brief overview of the previous appointment and the candidate's background.

Amit Prayag spoke regarding his experience and the reason he would like to be a library commissioner.

The Mayor opened the for public comment; There were no members of the public wishing to speak on this item.

It was moved by Councilmember Wan and seconded by Vice Mayor Trupiano to appoint Amit Prayag to the Contra Costa Library Commission for the remainder of a 3-year term. (Passed; 5-0)

- ### b.
- Designation of Voting Delegate and Alternate Delegate for League of California Cities 2024 Annual Conference being held October 16 – 18, 2024, in Long Beach and determine the City's position on the League Conference Resolutions Committee Resolution. (City Clerk)

Stephanie Cabrera-Brown, City Clerk/Assistant to the City Manager provided a brief overview of Voting Delegate and Alternate Delegate for League of California Cities Annual Conference selection process and the Resolution being considered by the conference Resolutions Committee.

The Mayor opened the for public comment; There were no members of the public wishing to speak on this item.

The Mayor divided the question

It was moved by Councilmember Wan and seconded by Vice Mayor Trupiano to select Councilmember Tillman as the Voting Delegate, with no Alternate Delegate, to attend the League of California Cities 2024 Annual Conference. (Passed; 5-0)

It was moved by Councilmember Peter and seconded by Councilmember Wan to direct Councilmember Tillman, as the Voting Delegate, to vote in support of the proposed Resolution Committee Resolution at the League of California Cities 2024 Annual Conference. (Passed; 5-0)

- c. Ratify the April 9, 2024, Engagement Letter Agreement between the City of Clayton (City) and Chavan and Associates, LLC (Chavan) regarding financial auditing services for fiscal years 2023-24, 2024-25, 2025-26 and optional years 2026-27 and 2027-28, for a total contract amount not to exceed \$187,500.

Regina Rubier, Assistant City Manager provided a brief overview of Engagement Letter Agreement between the City of Clayton (City) and Chavan and Associates, LLC, and the reason the engagement letter was not previously approved by the council.

The Mayor opened the for public comment; There were no members of the public wishing to speak on this item.

Contract 2024-28

It was moved by Councilmember Wan and seconded by Councilmember Tillman to Ratify the April 9, 2024 Engagement Letter Agreement between the City of Clayton and Chavan and Associates, LLC. (Passed; 5-0)

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

Councilmember Tillman requested to agendize 2025 meeting schedule and a discussion to discuss hiring an independent third-party to investigate the staff turnover and requested governance training for the council.

Mayor Diaz requested to agendize routine proclamations.

10. COUNCIL REPORTS

Councilmember Cloven attended meeting(s) for: Clayton Pride Board; Attended: Oktoberfest; Announced the Clayton Historical Society Halloween Homes Tour scheduled for October 19th.

Councilmember Wan spoke with constituents.

Councilmember Tillman Volunteered at Oktoberfest; and spoke regarding the passing of a friend and community member.

Vice Mayor Trupiano attended meeting(s) for: Clayton Community Foundation; Shared information on the memorial service for Jeanie Boyd; Met with City leadership and Cemex, East Bay Regional Parks; Attended: Mayors Conference; Announced: The CCLF Booksale, CCLF membership/benefits, Clayton Valley Village Supper on October 20th; and shared information regarding the election and voting.

Mayor Diaz Attended: Mayors' Conference and Oktoberfest; Met with: Contra Costa County Connections, and City leadership.

Chief McEachin shared that the Clayton Valley Charter High School Homecoming parade will be October 17th.

11. ADJOURNMENT – on a call by Mayor Diaz, The City Council adjourned its meeting at 8:16 p.m. in memory of:

Bette Boatman
Kellie Howard
Debra Gonsalves

The next meeting will be on Tuesday, November 19, 2024.

Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.

Respectfully submitted,

Stephanie Cabrera-Brown, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Jim Diaz, Mayor



City Council Agenda Item 4b

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Stephanie Cabrera-Brown, City Clerk/Assistant to the City Manger

DATE: November 19, 2024

SUBJECT: Adopt a Resolution Approving the City's Amended Conflict of Interest Code

RECOMMENDATION

Adopt a Resolution approving the amended Conflict of Interest Code of the City of Clayton.

BACKGROUND

The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. The Conflict of Interest Code must specifically designate all agency positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that an agency regularly review and update its Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5).

Pursuant to the Act the City adopted a Conflict of Interest Code which was last amended and approved by the City Council on October 20, 2020. No amendments were recommended in 2022. Review of the Code was done as directed by City Council as the City's code-reviewing body and shows that it must be amended to include new positions that must be designated and revise the title of an existing position.

Attached is a redline version of the proposed amended Conflict of Interest Code showing the revisions made.

Government Code section 87303 provides that no code or amendment to a code shall be effective until it has been approved by the code-reviewing body.

DISCUSSION

The City Council, as the reviewing body of the Conflict of Interest code should review the suggested amendments to confirm they align with the actions taken by the council to add the Assistant City Manager/Administrative Services Director title and revise the City Clerk title.

FISCAL IMPACT

None.

CEQA IMPACT

None.

ATTACHMENT(S):

1. Resolution No. XX-2024 Amending the Conflict of Interest Code
2. Legislative (redline) version of proposed amended Conflict of Interest Code
3. Legislative (clean) version of proposed amended Conflict of Interest Code

RESOLUTION NO. XX-2024

**A RESOLUTION APPROVING AN AMENDED CONFLICT
OF INTEREST CODE PURSUANT TO THE POLITICAL
REFORM ACT OF 1974**

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

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Clayton (the "City"), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on October 20, 2020, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was publicly posted for review at the offices of the City; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on November 19, 2024, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clayton, California, as follows:

Section 1. The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular and business hours;

Section 2. The said amended Conflict of Interest Code shall become effective immediately upon its adoption and approval of the Resolution (Effective Date); and

Section 3. All previous Conflict of Interest Codes of the City of Clayton and amendments thereto shall be rescinded as of the effective date of said amended Conflict of Interest Code as approved and adopted by the City Council.

PASSED AND ADOPTED by the City Council of the City of Clayton, California, at a regular meeting thereof held this 19th day of November, 2024, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk

**CONFLICT OF INTEREST CODE
OF THE
CITY OF CLAYTON**

CONFLICT OF INTEREST CODE OF THE CITY OF CLAYTON

(Amended ~~October 20, 2020~~ November 19, 2024)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Clayton (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, may electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF CLAYTON

(Amended ~~October 20, 2020~~ November 19, 2024)

PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Assistant City Manager/Administrative Services Director

Finance Director

Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant City Attorney	1, 2
Assistant Planner	1, 2
Assistant to the City Manager	2, 3, 4
Chief of Police	5
City Clerk/ <u>Assistant to the City Manager</u>	5
City Engineer	1, 2
Community Development Director	1, 2
Maintenance Supervisor	5
Office Assistant/Code Enforcement Officer	6
Police Administrative Clerk	6
Police Sergeant	5
Successor Agency Special Legal Counsel	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which ~~he or she~~ the Designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

**CONFLICT OF INTEREST CODE
OF THE
CITY OF CLAYTON**

LAW OFFICES OF
BEST BEST & KRIEGER LLP

CONFLICT OF INTEREST CODE OF THE CITY OF CLAYTON

(Amended November 19, 2024)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Clayton (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, may electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF CLAYTON

(Amended November 19, 2024)

PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Assistant City Manager/Administrative Services Director
Finance Director
Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
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Assistant Planner	1, 2
Assistant to the City Manager	2, 3, 4
Chief of Police	5
City Clerk/Assistant to the City Manager	5
City Engineer	1, 2
Community Development Director	1, 2
Maintenance Supervisor	5
Office Assistant/Code Enforcement Officer	6
Police Administrative Clerk	6
Police Sergeant	5
Successor Agency Special Legal Counsel	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the Designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

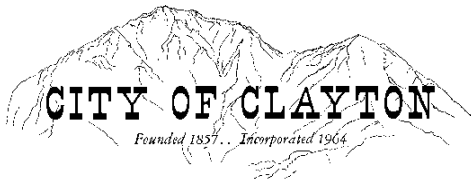
Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: Richard McEachin, Police Chief
DATE: November 19, 2024
SUBJECT: Approve Professional Services Agreement With Peregrine Technologies, Inc. for Access to their Public Safety Data Applications

RECOMMENDATION

Approve a Professional Services Agreement with Peregrine Technologies, Inc. for access to their public safety data applications.

BACKGROUND

Peregrine is a public safety technology platform that combines accessibility of various databases into one location. These databases include:

- Historical and current Computer Aided Dispatch (CAD), Records Management System (RMS) information, and Crossroads crash information hosted by the Concord Police Department and provided to the Clayton Police Department through our interdepartmental agreement for the provision of such services.
- The Clayton Police Department's Digital Evidence contained in Axon's Evidence.com
- Access to data from other agencies in Contra Costa County with proper Memoranda of Understanding (MOU).
- Interfacing with the Contra Costa County District Attorney's Office for electronic filing of criminal cases.
- Other integrations with written mutual agreement of both parties.

DISCUSSION

Many agencies in Contra Costa County, including Concord, Walnut Creek, Pittsburg, Antioch, Richmond, Contra Costa Sheriff, and San Pablo, currently utilize Peregrine. Peregrine assists staff in accessing information quickly and efficiently by having all data available on one platform. A single search for a name, address, or phone number will cross all the databases integrated into Peregrine, thus allowing staff to locate information in a

timely manner. This also streamlines Public Records requests by making all the requested data accessible in one location.

With cases that go to the District Attorney for review/possible charges, the Clayton Police Department currently hand delivers 3 copies of each case to the DA's office. This takes time and uses an enormous amount of paper. To save time and money, cases can be filed electronically using two different methods: by email via an encrypted email address, or through Peregrine.

The agreement covers set-up of the platform specific to the Clayton Police Department, as well as user training. The length of the agreement is five (5) years, renewable each October 31 through 2028. The annual fee for this agreement is \$10,000.00. The cost is based on the size of the department, with many larger agencies paying over \$100,000.00 per year. An unlimited number of users employed by the Clayton Police Department can access the platform under this agreement.

FISCAL IMPACT

The cost of this agreement is \$10,000.00 per year for five (5) years, for a total cost of \$50,000.00. The \$10,000.00 cost for fiscal year 2024/25 was already approved in the current budget, so the request is for the approval of the additional 4 years of the contract.

CEQA IMPACT

None.

ATTACHMENT(s):

1. Peregrine Professional Services Agreement



Peregrine Customer Order Form

Customer Information	
Customer Name: Clayton Police Department	Contact: Chief of Police Richard McEachin
Address: 6000 Heritage Trail, Clayton, CA 94517	Phone: (925) 673-7350
Email: Richard.McEachin@claytonpd.com	Fax: N/A

Peregrine Services
Effective Date: October 31, 2024
Term: The term of this Agreement shall commence on October 31, 2024, and shall terminate on October 31, 2029.
<p>Service Fee: Customer shall pay Peregrine a service fee of \$10,000 annually as follows:</p> <ul style="list-style-type: none"> a. Annual fee within 30 days of the Effective Date b. Annual fee within 30 days of October 31, 2025 c. Annual fee within 30 days of October 31, 2026 d. Annual fee within 30 days of October 31, 2027 e. Annual fee within 30 days of October 31, 2028
Users: Customer may allow an unlimited number of employees of the Clayton Department (CPD) to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with person training through the existing training and future training sessions organized for Concord PD. Peregrine will provide access to self-service and virtual training materials on an ongoing basis.
Professional Services: Peregrine will provide access to the Peregrine platform and integrate data from the following customer source systems to enable priority workflows, as described below:



- Historical and current Computer Aided Dispatch (CAD), Records Management System (RMS) information, and Crossroads citations and crash information hosted by the Concord Police Department
- The Clayton Police Department's Digital Evidence contained in Axon Evidence.com (exclusive of LPR)
- With appropriate memorandums of understanding (MOU) in place, CPD users will have access to CAD, RMS, LPR, Video, and other information from neighboring Contra Costa County agencies which work with Peregrine
- CPD will be able to electronically file requests for prosecution with the Contra Costa County District Attorney's Office

By integrating data from the sources mentioned above, Peregrine will support identified priority workflows:

- **Enhanced Investigations** – enable CPD detectives and analysts to quickly search for data across agency systems to surface all information related to a case and quickly identify relationships and linkages between people and cases, which will allow for solving cases more quickly and reaching conclusions with greater confidence.
- **Analysis and Reporting** – enable CPD analysts to have a single system to power their key workflows and avoid signing onto multiple systems and switching between CAD, RMS, video, and other information sources. This will allow CPD analysts to visualize data in multiple forms (geospatial, chronological, network analysis, statistical charts) and surface and report on important crime trends.
- **Situational and Operational Awareness** – enable CPD staff to maintain real time situational awareness at the start of their shifts; automatically surfacing relevant cases and calls for service and allowing users to be alerted to relevant new information based on their preferences (immediately, daily, weekly, or other).
- **Empower Personnel by Streamlining their Workflows** – free CPD personnel, uniformed and civilian, from manual, time consuming, and tedious data integration and data processing activities and allow them to focus on conducting effective investigations, providing actionable analyses, making data informed decisions that improve the quality of life for members of the community.

Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in an SOW.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to



October 7, 2024

the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine DocuSigned by:
By: Nicholas Noone
C23E48B6A32B478...
Name: Nicholas Noone
Title: President & CEO

Customer:
By: Richard McEachin
Name: Richard McEachin
Title: Chief of Police

10/10/2024

Attest:

[XX]



Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the Concord Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"**Professional Services**" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"**SOW**" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.



2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a



security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create



derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "Peregrine Technology" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no



license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential



Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "Public Records Act"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or

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portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.



11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "Additional Government Terms"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its

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stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in San Francisco County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.



Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

October 7, 2024



- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.



Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TechInsurance, Division of Specialty Program Group LLC 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME: PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 312-690-4123 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hartford Multi-State 00914 INSURER B : Underwriters at Lloyd's 99998 INSURER C : Hartford Underwriters Insurance Company 30104 INSURER D : INSURER E : INSURER F :
INSURED Peregrine Technologies 130 Bush St Fl 8, San Francisco, CA, 94104-3819	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes	Yes	46SBABF4FW2	3/29/2024	3/29/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Yes	Yes	46SBABF4FW2	3/29/2024	3/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Yes	Yes	46SBABF4FW2	3/29/2024	3/29/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46WECAC3TVE	12/4/2023	12/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Errors and Omissions)			WG00004746AD	3/8/2024	3/8/2025	Occurrence/Aggregate \$2,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Clayton is named as Additional Insured as their interests may appear in regards to general liability when required by written contract. This insurance is primary and non-contributory to any other insurance provided as respects general liability coverage. Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage.

CERTIFICATE HOLDER CANCELLATION

City of Clayton 6000 Heritage Trail Clayton, CA 94517	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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[\(Back to Agenda\)](#)

City Council Agenda Item 5a

**Marley Jones
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Respect"**

October 2024

**Zeth Ramirez
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Respect"**

October 2024

"

**Sloan Heller-Robbins
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Respect"**

October 2024

**Chloe White
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Respect"**

October 2024

**Lauren Adams
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Respect"**

October 2024

**Mary Hubl
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Respect"**

October 2024

[\(Back to Agenda\)](#)

City Council Agenda Item 5b



**Jacalyn Ferrer
for
her valued contributions to
the City of Clayton
by
serving on the Contra Costa Library Commission
and her continued support of the Clayton
Community Library**

November 2024

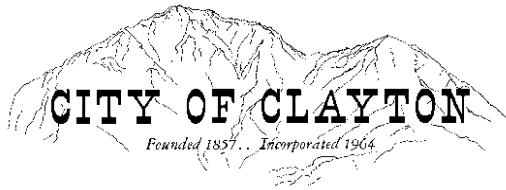
PETER CLOVEN, COUNCILMEMBER

HOLLY TILLMAN, COUNCILMEMBER

JIM DIAZ, MAYOR

KIM TRUPIANO, VICE MAYOR

JEFF WAN, COUNCILMEMBER



City Council Agenda Item 8a

STAFF REPORT

TO: Honorable Mayor and Councilmembers
FROM: Kris Lofthus, City Manager
DATE: November 19, 2024
SUBJECT: Proposal for Bob Hoyer Plaque Placement at Grove Park

RECOMMENDATION

Approve the installation of a bronze plaque in memory of Bob Hoyer at a designated location in Grove Park and authorize the associated costs for the plaque and its management.

BACKGROUND

The family of Bob Hoyer approached the City Manager with the proposal to honor Bob Hoyer with a plaque to commemorate his significant contributions to the City of Clayton. The family has graciously offered to donate the plaque and cover all associated costs. The Hoyer family also highlighted that there is already a tribute to Eldora Hoyer in the area, providing an opportunity for a dual commemoration within the park.

Bob Hoyer, a pivotal figure in the history of Clayton, was instrumental in the city's transformative journey towards cityhood in 1960. He joined fellow advocates in leading a successful campaign for cityhood, and in 1964, he became the first mayor of Clayton, a position to which he was re-elected four times. After retiring from the city council in 1980, Bob and Eldora worked tirelessly toward their dream of establishing a downtown park. He served on the design committee that brought Grove Park to fruition, which officially opened on January 12, 2008—one of Bob's proudest achievements in Clayton. In addition to his accomplishments in public office, Bob remained engaged with the Clayton Historical Society and actively participated in numerous community events until his passing.

DISCUSSION

The family of Bob Hoyer has requested that the plaque be placed on the large granite rock located in Grove Park. The requested plaque measures 10"x14" that will be inscribed with the text in Attachment 1.

In addition to the approval of the plaque's design and inscription, the city will assume costs related to the maintenance of the plaque, including any necessary replacement in the event of damage or vandalism.

FISCAL IMPACT

The costs associated with the plaque will be covered entirely by the Hoyer family donation. Future management and replacement costs, should they arise due to damage or vandalism, will be absorbed by the city budget for an undetermined cost at this time.

CEQA IMPACT

None

ATTACHMENTS

1. Requested Plaque Inscription – Bob Hoyer

SCB

ROBERT "BOB" HOYER'S LEGACY CONTINUES TO BE A SOURCE OF INSPIRATION . . .

BOB HOYER, A CENTENARIAN, AND CLAYTON'S FIRST MAYOR, DEDICATED MUCH OF HIS LIFE TO PROTECTING THE AREA THAT WE KNOW AS CLAYTON. A NATURAL LEADER, BOB ENCOURAGED AND ENGAGED THE HELP OF CITIZENS, POLITICIANS, & AGENCIES TO PROVIDE FOR A VIBRANT AND INVOLVED COMMUNITY THAT WOULD CONTROL ITS FUTURE AND PRESERVE THE BEAUTIFUL GEOGRAPHY OF CLAYTON.

IT WAS HIS AND HIS WIFE ELDORA'S DREAM TO ENSURE THAT LOCAL FAMILIES BE ABLE TO GROW IN A HEALTHY & SAFE COMMUNITY WHERE ALL WOULD THRIVE. HIS WORK DIRECTLY IMPACTED CLAYTON'S DEVELOPMENT, TAKING IT FROM A POPULATION OF ONLY 300 IN 1960 TO THE CITY WE KNOW TODAY.

HE HELPED DESIGN "THE GROVE" PARK AND ITS OPENING WAS ONE OF HIS PROUDEST MOMENTS.

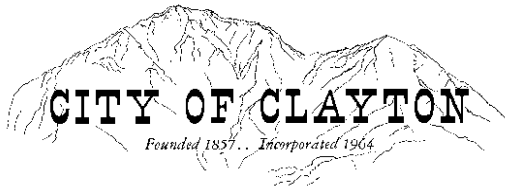
MARCH 11, 1921 – FEBRUARY 20, 2024

10"

14"x10" PLEASE CHECK ARTWORK FOR CORRECT COPY AND SPELLING
IF THERE ARE ANY CHANGES PLEASE INDICATE ON THIS COPY
WHEN APPROVED WE CANNOT TAKE RESPONSIBILITY FOR ANY ERRORS



APPROVED AS IS BY _____ DATE _____ NOT APPROVED
 APPROVED AS IS BY _____ DATE _____ NOT APPROVED



City Council Agenda Item 8b

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Finance Advisor

DATE: November 19, 2024

SUBJECT: Authorize a Budget Amendment in an Amount Not to Exceed \$60,000 for the Flooring and Painting Project on the Third Floor of City Hall and to Authorize the City Manager to close the Third Floor of City Hall during the week of December 16, 2024.

RECOMMENDATION

Authorize a budget amendment in an amount not to exceed \$60,000 for the Flooring and Painting Project on the third floor of City Hall and to authorize the city manager to close the third floor of City Hall during the week of December 16, 2024.

BACKGROUND

In September 2024, City staff contacted local flooring and painting contractors. Three bids were received for the painting project on the third floor of City Hall and ranged in price from approximately \$20,000 to \$30,000. Three bids were also received from flooring contractors and those bids ranged from \$25,690 – \$31,000. City staff ensured compliance of the City's Purchasing Policy, which was adopted on March 19, 2024, to receive bids.

DISCUSSION

The staff recommends that the City Council close the third floor of City Hall to the public for the week of December 16, 2024, due to the flooring and painting project. This closure would allow the work to be completed efficiently and minimize disruptions to both the public and City Hall operations.

Due to the nature of the work being done, the need to move furniture, and the overall disruption to staff areas at City Hall, it is recommended that staff temporarily relocate to

off-site workspaces, as was successfully done during the COVID-19 era. Providing this advance notice allows staff to give appropriate public updates. During the closure, essential city services will remain accessible through online portals or other remote communication methods. Closing the third floor during the flooring and painting process will help mitigate health and safety concerns related to fumes or other hazards. Employees will either work remotely or use alternative workspaces during this time.

FISCAL IMPACTS

This is an unbudgeted item; therefore, a budget amendment is required in the amount of \$60,000. Both the flooring and painting contracts will not exceed \$30,000 each and are within the City Manager's Limit of Authority of \$30,000 per contract.

ATTACHMENTS

None



[\(Back to Agenda\)](#)

City Council Agenda Item 8c

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: November 19, 2024

SUBJECT: Adopt a Resolution authorizing the addition of a full-time Administrative Clerk to include the related specifications, pay range and benefits and delete the full-time Administrative Assistant position from the FY 2024-25 annual budget.

RECOMMENDATION

Adopt a Resolution authorizing the addition of a full-time classification of Administrative Clerk to include the related job specification, benefit package and pay range with a low annual compensation of \$54,580.31 and a high annual compensation of \$66,342.71 in line with the current Police Administrative Clerk position.

PREVIOUS ACTION

On June 4, 2024, the City Council approved the FY 2024-25 budget, which allocated funds for a new position of an Administrative Assistant. This role was not included in the approved positions and classifications for the fiscal year. During the budget planning process, it was noted that the new City Manager would later offer additional recommendations for the realignment of the City's administrative staff.

BACKGROUND

The City's Classification and Compensation Plan, publicly accessible Master Pay Schedule, and approved Position List provide job descriptions, classifications, pay ranges, and details on allocated positions for all City personnel. At the time the FY 2024-25 budget was developed and approved, there were significant staffing vacancies, including the Administrative Assistant position.

DISCUSSION

The City currently has a temporary agency employee in the role of the Administrative Clerk and staff is ready to recruit for the position. The Administrative Clerk will report to the City Clerk and will be responsible for front desk clerical duties.

The Administrative Clerk will be responsible for the following duties

- Greet and assist the general public at the front counter of city hall.
- Monitor phone calls and provide information as requested and to also connect callers with appropriate staff members.
- Construct City Council, Planning Commission, and other committee agenda packets.
- Provide general office support to administrative staff
- Create and maintain various paper and digital files as instructed by the City Clerk.

Currently, there is not an established pay range for this position on the City's publicly accessible pay schedule, however, there is a Police Administrative Clerk position. The Administrative Clerk is comparable in duties and scope to use the same pay scale for both positions. This recommendation aligns with industry standards and the City's compensation framework, ensuring transparency and consistency across similar positions while fulfilling operational needs.

Staff recommends setting pay at the top annual market average of \$66,342.71 for full-time Administrative Clerk and approved benefits package as stated in the "Terms and Conditions of Employment for the Undesignated Miscellaneous City Employees Unit Effective the Fiscal Years of 2023-24 and 2024-25. This results in a five-step pay range as shown below.

Administration Clerk Salary Steps:

A	B	C	D	E
54,580.31	57,309.33	60,174.80	63,183.54	66,342.71

FISCAL IMPACT

There are cost savings in year one of \$41,285 and in out years, this position will be part of the City's annual budget process. The Administrative Assistant wages and benefits were budgeted in FY 2024-25 for the full year. We anticipate, if the City Council approves the motion tonight, this position will be staffed for the last six months of the fiscal year.

Administrative Clerk (6 mo. at Step C)	30,087
Administrative Clerk Benefits (6 mo.)	19,627
Less: Administrative Assistant Annual Salary	(76,423)
Administrative Assistant Benefits	(39,254)
Roth Staffing Services Expense Est. To 12/31/2024	40,878
Total Cost Savings	25,085

CEQA IMPACT

None.

Attachment(s):

1. Resolution Approving the Revised Classifications of Full-Time Administrative Clerk
 - Exhibit A - Administrative Clerk Class Specifications
 - Exhibit B – FY 2024-25 Org. Chart
 - Exhibit C – Proposed Mid-Year FY 2024-25 Org. Chart
 - Exhibit D – Functional Org. Chart
 - Exhibit E - Total Financial Analysis

RESOLUTION NO. XX-2024

APPROVING THE REVISED CLASSIFICATIONS OF FULL-TIME ADMINISTRATIVE CLERK AND THE RELATED SPECIFICATIONS AND PAY RANGES TO THE FY 2024-25 BUDGET

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

WHEREAS, The City has established Classification and Compensation Plans, a Master Pay Schedule, and a Position Allocation Table detailing all job classifications, salary ranges, and allocations of personnel; and

WHEREAS, The City has completed classification reviews to revise one new class, related specifications, benefits and pay ranges; and

WHEREAS, The City desires to revise the classification of full-time Administrative Clerk, and the related salary ranges and specifications included and incorporated herein as Exhibit A; and

WHEREAS, The modification of position will provide additional means for accomplishment of the City’s mission in an efficient and cost-effective manner; and

WHEREAS, the net fiscal impact of these changes have a salary savings for FY 2024-2025 in the amount of \$25,085; and

WHEREAS, It is necessary to authorize the City Manager to amend the City’s Classification and Compensation Plans and Master Salary Schedule effective November 20, 2024, to incorporate the above changes.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clayton does hereby approve the revised classification of a full-time Administrative Clerk, the related specifications and authorize the City Manager to amend the City’s Classification and Compensation Plans and Master Salary Schedule, effective November 20, 2024, as follows:

Administration Clerk

A	B	C	D	E
54,580.31	57,309.33	60,174.80	63,183.54	66,342.71

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk



City of Clayton Class Specification
FLSA Status: Non-Exempt
Date Revised: November 19, 2024

CLASS TITLE

ADMINISTRATIVE CLERK

DEFINITION

Under general supervision of the City Clerk, the Administrative Clerk performs a variety of secretarial, general clerical and routine administrative duties as required. Relieves assigned staff of clearly defined and delegated administrative details, sorts, logs and maintains a variety of records and files, provides information and assistance to other city staff and the public regarding assigned programs, policies and procedures. Maintenance of a calendar and scheduling appointments, meetings and travel. Responsibilities include assist with preparation and publication of Council agenda, attendance at City Council meetings as needed and assist with the preparation of official City Council minutes. Assists in the administration of the City-wide records and information management system.

CLASS CHARACTERISTICS

The incumbent performs a full range of office and administrative support duties as assigned; provides responsible and universal clerical and secretarial duties. The person in this position receives only occasional instructions or assistance as new or if unusual situations arise and is fully aware of the operating procedures and policies of the work unit. Incumbents are expected to use professional judgment and skill in the performance of assignments, which are subject to review by supervisors.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all the duties listed, nor do the listed examples include all tasks that may be performed by positions in this class.

- Incumbent performs duties as assigned including organize and coordinate work activities, sets priorities and meet critical deadlines, relieve supervisor of administrative work including investigating and answering complaints and aiding in resolving operational and administrative problems.
- Participates in the preparation, distribution and publication of agendas and related materials for public meetings and hearings such as City Council/Successor Agency/Planning Commission meetings; ensures legal requirements are met for publication and posting of

agenda and legal notices; attends all publicly noticed meetings as needed; prepares a summary of actions, and minutes.

- Demonstrate a full understanding of applicable policies, procedures and work methods associated with assigned duties. Performs a variety of office administrative tasks like ordering materials and supplies and monitoring supply budget, prepare purchase requisitions.
- Make appointments and maintain a calendar; maintain tickler file; schedules and arranges meetings and makes travel arrangements; organizes meetings by notifying participants, makes room arrangements, and prepares required informational materials.
- Compiles and maintains complex and extensive records, prepares reports, inputs, retrieves and references various computer data management systems, for example the records management program.
- Monitor office calls and refer callers to proper authority, sort and distribute mail, respond to visitors and provide information and assistance, research information related to city regulations and office policies, assist city staff in interpreting and applying city policies, procedures, codes and ordinances.
- Participate in special projects as assigned, assist in planning, coordinating, and implementing assigned programs and events. Assist other city staff, the public, outside groups and agencies by providing information related to specific program area of assignment.
- Accept payments for services, licenses, permits, fees and rentals; may explain billing procedures and other regulatory policies to customers.
- Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; input corrections and updates, verifies data for accuracy and completeness.
- Prepares, posts and distributes agenda materials, draft reports, project management documents, resolutions, and ordinances.
- Review finished materials for thoroughness, accuracy, format, compliance with policies and procedures, and appropriate English usage; organize and maintains various administrative, reference and follow-up files.
- Operates a variety of office equipment including a computer, calculator, and copier machines.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.
- Perform other duties as assigned.

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey the qualifications of incumbents in the position.

Knowledge of:

- Organization, operation, and services of the city and of outside agencies as necessary to assume assigned responsibilities.
- Functions and organization of municipal government.
- Applicable federal, state and local laws, codes and regulations including the Brown Act, California Public Records Act and Political Reform Act.
- Modern office administrative practices and procedures, modern office equipment including multi-line telephones, computers and applicable software applications such as word processing, spreadsheets, and databases
- Basic principles and practices of fiscal, statistical, and administrative research, record keeping and report preparation.
- Office safety practices
- Principles and practices of business letter writing and the standard format for typed materials.
- Principles and practices of sound business communication.
- English usage, spelling, grammar and punctuation.
- Customer service and public relations methods and techniques.

Ability to:

- Understand the organization and operation of the city and of outside agencies as necessary to assume assigned responsibilities.
- Perform a variety of responsible and difficult administrative duties and activities of a general and specialized nature in support of the assigned department, division or program area.
- Participate in researching compiling, analyzing, and interpreting data, and applying general and specific administrative and departmental policies and procedures.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Utilize public relations techniques in responding to inquiries and complaints.
- Use sound judgement in following and applying appropriate laws, regulations, policies and procedures.
- Independently prepare correspondence and memos from brief instructions.
- Communicate clearly and concisely, both orally and in writing, and understand and carry out oral and written directions.
- Respond tactfully, clearly and appropriately to inquiries from the public or other agencies.
- Plan and organize work to meet changing priorities and deadlines
- Establish and maintain a variety of files and records, perform routine mathematical calculations.
- Operate office equipment including computers and software applications such as word processing, excel and database applications.
- Maintain effective work relationships and demonstration of skills when dealing with the city staff and general public.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Qualified candidates must possess a high school diploma or G.E.D equivalent, additional specialized general office and clerical training or college level course work in business administration or a related field is desirable.

And

- One (1) year of responsible clerical, secretarial and office administrative support experience which provides the knowledge, skills, and abilities described above.
- Experience in local government agency is desirable.

Licenses and Certifications:

- Possession of a Valid California class C driver license upon appointment.
- Possession of, or ability to obtain, certification through the International Institute of Municipal Clerks as a Certified Municipal Clerk (CMC) is desirable.
- Possession of, or ability to obtain, a California Commission as a Notary Public is desirable.

Special Requirements:

- Ability to travel to different sites and locations.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

Ability to sit for prolonged periods of time, stand, walk, kneel, crouch, stoop and twist to lift, carry, push and/or pull light to moderate amounts of weight. While performing the duties of this class employee is required to talk or hear in person and by telephone, use hands to finger, handle, feel or operate standard office equipment. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter, or calculator and to verbally communicate to exchange information.

ENVIRONMENTAL AND WORKING CONDITIONS

These described work environment characteristics are representative of those an employee encounters while performing the essential functions of this job:

Work is performed in a standard office setting with controlled temperature conditions and natural and fluorescent lighting at a desk and in front of a computer. There is an extensive public contact and frequent interruptions. Incumbent may interact with upset staff and/or public and private representatives in interpreting and enforcing City policies and procedures.

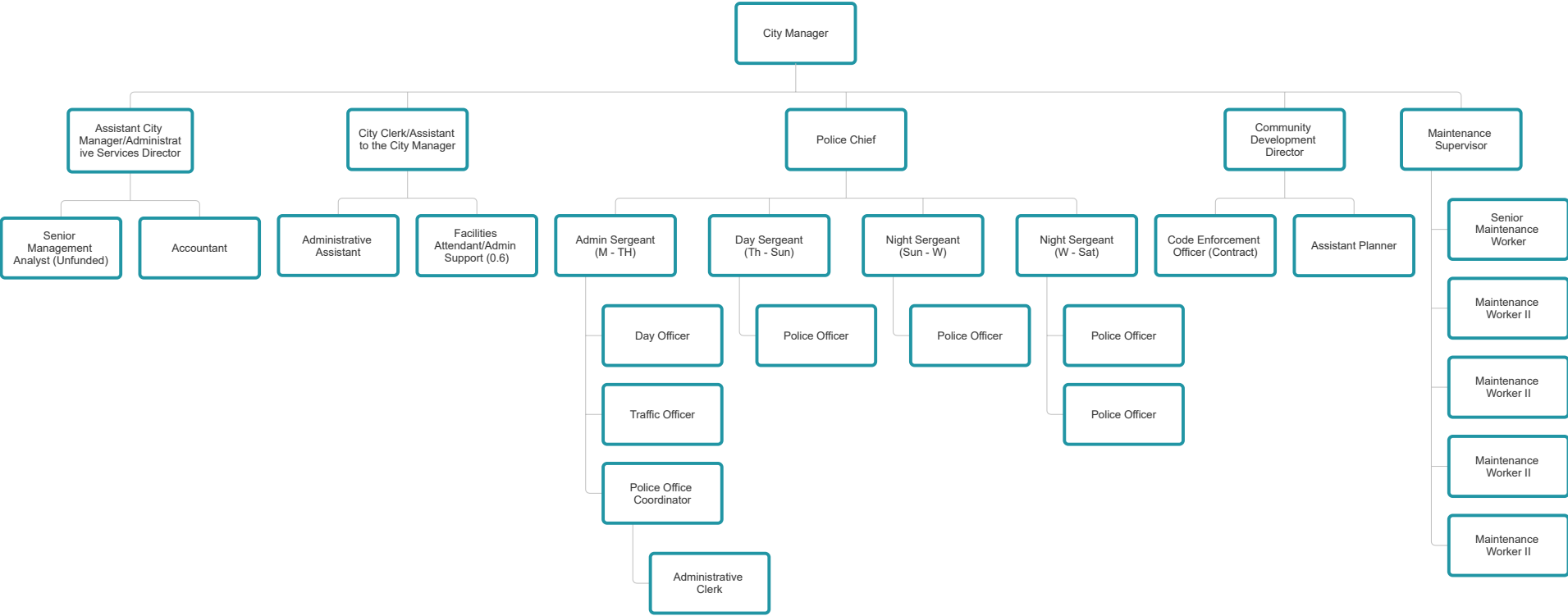
ADDITIONAL REQUIREMENTS

Positions in this classification require the following pre-employment screening measures before an offer of employment can be made:

- Background screening (Livescan)

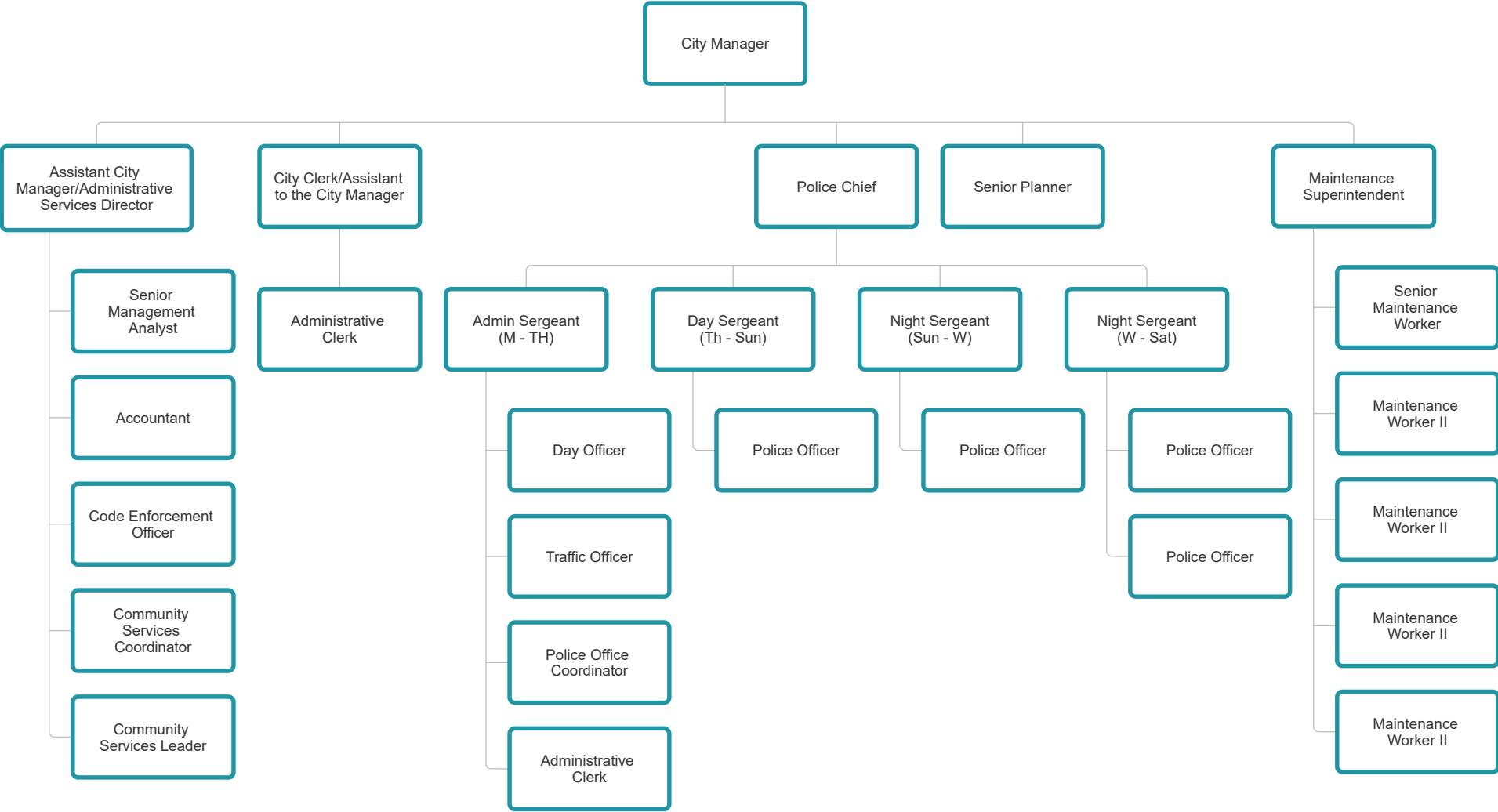
City of Clayton FY 2024-25 Budget Org. Chart

Full Time Equivalent Employees 27.6



City of Clayton FY 2024-25 Mid-Year Proposed Org. Chart Full-Time Equivalent Employees 28.6

EXHIBIT C



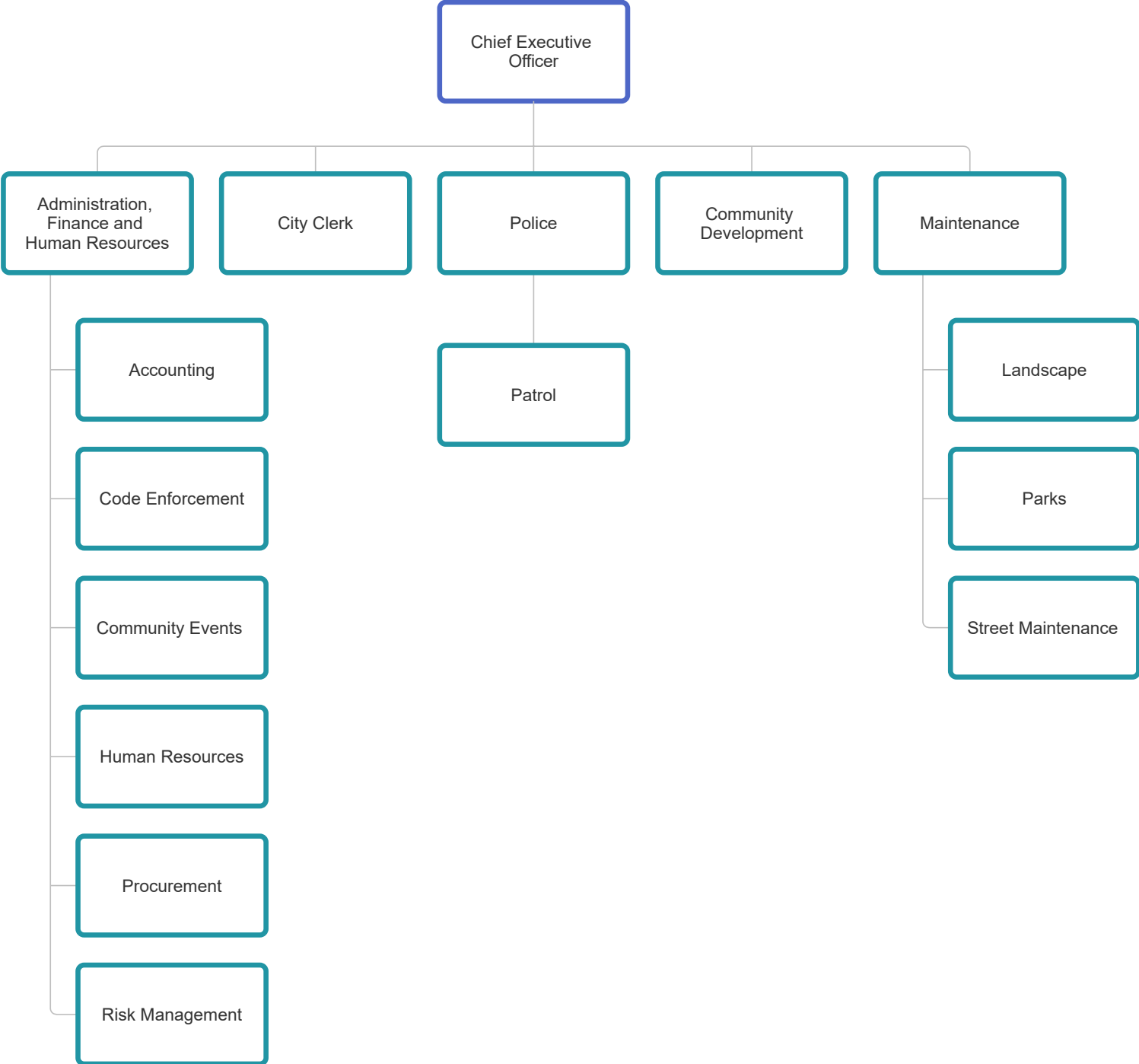


Exhibit E – Total Financial Analysis

COST ANALYSIS			Contract	Total	
FY 2024-25	Wages	Benefits	Expense	Difference	Description
Administrative Clerk	(46,336)	(19,627)	40,878	25,085	Position budgeted 12 months & staffed 6 months
Senior Management Analyst	71,385	17,747	80,000	(169,132)	Position unbudgeted & staffed 6 months
Community Services Coordinator	40,563	17,747	-	(58,310)	Position unbudgeted & staffed 6 months
Community Services Leader	(30,399)	-	-	30,399	Position budgeted 12 months & staffed 6 months
Senior Planner	61,880	23,130	-	(85,010)	Position unbudgeted & staffed 6 months
Assistant Planner	(99,599)	(42,798)	-	142,397	Position budgeted & not staffed
Community Dev Dir	(167,624)	(46,261)	97,650	116,235	Position budgeted & not staffed
Total Savings	(170,130)	(50,061)	218,528	1,663	

COST ANALYSIS	Wages	Benefits	Contract	Total	
FY 2025-26	Budget	Budget	Expense	Difference	Description
Administrative Assistant	In FY 2024-25 Budget			-	
Senior Management Analyst	143,188	49,436		-	
Recreation Coordinator	83,869	41,264		-	
Recreation Leader	In FY 2024-25 Budget			-	
Senior Planner	131,313	47,648		-	
Assistant Planner	(104,579)	(42,798)		-	Will Not Be Filled
Community Dev Dir	(176,005)	(49,436)		-	Will Not Be Filled
Total Cost	77,786	46,114	-	123,899	



STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: November 19, 2024

SUBJECT: Adopt a Resolution for the addition of full-time classification for Community Services Coordinator and the related specifications, pay ranges and benefits from the FY 2024-25 annual budget.

RECOMMENDATION

Adopt a Resolution authorizing the addition of a full-time classification of Community Services Coordinator to include the related job specification and pay range with a low annual salary of \$72,449 and a high annual salary of \$88,062.

PREVIOUS ACTION

During the FY 2024-25 budget planning process, it was noted that the new City Manager would later offer additional recommendations for the realignment of the City's administrative staff. After further evaluation, it was determined that a full-time Community Services Coordinator is needed to manage the various city events and facilities rental program.

BACKGROUND

The City's Classification and Compensation Plan, publicly accessible Master Pay Schedule, and approved Position List provide job descriptions, classifications, pay ranges, and details on allocated positions for all City personnel. At the time the FY 2024-25 budget was developed and approved, there were significant staffing vacancies.

Following the restructuring efforts initiated by the previous interim City Manager, along with further analysis by the new City Manager, it has been determined the City requires a Community Services Coordinator to better support its administrative needs.

DISCUSSION

Currently, the City does not have a dedicated individual consistently filling this position. Instead, the responsibilities have been distributed among various staff members and

community volunteers. While this approach has allowed tasks to be managed temporarily, it is not a sustainable long-term solution. Relying on multiple people in different roles to fulfill these duties places a heavy burden on staff and volunteers alike, increasing the risk of burnout. Moreover, this arrangement can lead to inefficiencies, with important tasks potentially falling behind schedule or being overlooked. Establishing a dedicated position would provide stability, enhance accountability, and ensure timely completion of essential work.

The Community Services Coordinator will be responsible for the following duties:

- Coordinate the special events schedule for city sponsored events, such as Concerts in the Grove, various car shows, and other community celebrations.
- Manage all city facility rentals and coordinate maintenance needs for each of those facilities.
- Develop and manage Memorandums of Understanding with outside agencies as needed.
- Manage rental contracts for all facility and park rentals and collect fees associated with those rentals.
- Implement and manage rental software to provide a seamless rental system.
- Manage part-time staff that will be responsible for opening, closing and monitoring the various rentals.
- Work with city council established committees to incorporate additional events as approved by the city council.

Staff is preparing to recruit for this position. The Community Services Coordinator will report to the Assistant City Manager/Administrative Services Director.

Currently, there is no established pay range for this position on the City's publicly accessible pay schedule. Consequently, it is both customary and essential to propose a salary recommendation for each role. This recommendation should align with industry standards and the City's compensation framework, ensuring transparency and consistency across similar positions while fulfilling operational needs.

When making a salary recommendation, we first look to the regional labor market and the City's comparable entities; we looked at all cities in Contra Costa County with populations less than 40,000 and found a representative data set to find classifications that are most similar to Clayton's classification. Then we look internally at parity throughout the City's compensation plan.

The market survey for the Community Services Coordinator (below) shows the average top monthly wage for full-time Community Services Coordinator position at \$89,803.

Community Services Coordinator				
Agency	Class Title	Annual		
		Min		Max
Discovery Bay	Recreation Program Coordinator	68,497		87,682
El Cerrito	Recreation Coordinator	91,788		114,732
Hercules	Recreation Coordinator	74,256		94,765
Lafayette	Recreation Coordinator	92,256		128,976
Martinez	Recreation Coordinator	73,956		93,139
Moraga	Recreation Coordinator	71,626		87,064
Orinda	Recreation Coordinator	85,712		86,569
Pleasant Hill				
Pinole	Recreation Coordinator	72,800		88,483
San Pablo	Recreation Coordinator	93,600		116,616
	Number of Matches		11	
	Median of Comparators		74,106	90,811
	Average of Comparators		72,449	89,803

Once market average and mean are established, staff reviewed how the pay aligned with other similar classifications and class levels in the compensation plan. Because there are no similar classifications currently in use in the City, staff recommends setting pay at the market average for the full-time Community Services Coordinator as shown below and approved benefits package as stated in the “Terms and Conditions of Employment for the Undesignated Miscellaneous City Employees Unit Effective the Fiscal Years of 2023-24 and 2024-25.

Community Services Coordinator Salary Steps:

A	B	C	D	E
72,449	76,071	79,875	83,869	88,062

FISCAL IMPACT

This position will require a budget adjustment in the amount of \$58,309 for 6 months of salary and benefits and in out years, this position will be part of the City’s annual budget process. We anticipate, if the City Council approves the motion tonight, that this position will be staffed for the last six months of the fiscal year.

CEQA IMPACT

None.

Attachments:

1. Resolution Approving the Addition of a Community Services Coordinator Position and the Related Specifications and Pay Ranges to the FY 2024-25 Budget
 - Exhibit A – Community Services Coordinator Specifications
 - Exhibit B – FY 2024-25 Org. Chart
 - Exhibit C – Proposed Mid-Year FY 2024-25 Org. Chart
 - Exhibit D – Functional Org. Chart
 - Exhibit E - Total Financial Analysis

RESOLUTION NO. XX-2024

APPROVING THE ADDITION OF A COMMUNITY SERVICES COORDINATOR POSITION AND THE RELATED SPECIFICATIONS AND PAY RANGES TO THE FY 2024-25 BUDGET

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

WHEREAS, The City has established Classification and Compensation Plans, a Master Pay Schedule, and a Position Allocation Table detailing all job classifications, salary ranges, and allocations of personnel; and

WHEREAS, The City has completed classification review to add one new class, related specifications and page ranges; and

WHEREAS, The City desires to add the classification of a full-time position of Community Services Coordinator and the related salary ranges and specifications included and incorporated herein as Exhibit A; and

WHEREAS, The modification of this position will provide additional means for accomplishment of the City’s mission in an efficient and cost-effective manner; and

WHEREAS, the net fiscal impact of these changes require a budget amendment for FY 2024-2025 in the amount of \$58,309; and

WHEREAS, It is necessary to authorize the City Manager to amend the City’s Classification and Compensation Plans and Master Salary Schedule effective November 20, 2024, to incorporate the above changes.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clayton does hereby approve the full-time position of Community Services Coordinator, the related specifications and authorize the City Manager to amend the City’s Classification and Compensation Plans and Master Salary Schedule, effective November 20, 2024, as follows:

Community Services Coordinator

A	B	C	D	E
72,449	76,071	79,875	83,869	88,062

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk



City of Clayton Class Specification
FLSA Status: Non-Exempt
Date Revised: November 19, 2024

CLASS TITLE

COMMUNITY SERVICES COORDINATOR

DEFINITION

Under general direction, the Community Services Coordinator plans, implements and coordinates all aspects of designated community programs and services. The incumbent is expected to perform routine and difficult staff work in recreation and take specific responsibility for the assigned recreation programs. The incumbent is responsible for maintaining program schedules and serves as a technical resource for assigned personnel and provides information and assistance to customers.

CLASS CHARACTERISTICS

The Community Services Coordinator provides coordination and exercises administrative and operational responsibilities of assigned area of responsibility. Incumbents in this class are responsible for inspecting, planning, scheduling, and implementing community services at the City's facilities and parks, in addition to coordinating sports field usage with various leagues and organized sport organizations.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all the duties listed, nor do the listed examples include all tasks that may be performed by positions in this class.

- Assists with seasonal programs and special events on holidays, such as the City's annual 4th of July parade and the Concerts in the Grove series, outside normal program times.
- Coordinates security for facility rentals, working closely with the Clayton Police Department.
- Coordination of all rentable facilities, including city parks and buildings.
- Coordination of rental process and management of the rental software and forms associated with facility rentals.
- Coordinates the use of sports fields by leagues and organized sports organizations and classes. Reserves, invoices and issues permits for fields.

- Plans, organizes, coordinates, implements, and evaluates the delivery of assigned recreation activities offered within the City, with particular emphasis on community events.
- Assists in the development and implementation of goals, objectives, policies, and priorities for assigned services; identifies resource needs; researches, recommends and implements policies and procedures, including standard operating procedures for assigned facilities.
- Records and monitors all financial transactions associated with the collection of fees.
- Coordinates the preparation and execution of contracts. Monitors contracts extension, revision, or close-out.
- Ensures a clean, safe and orderly program environment by monitoring the condition of the facilities and notifying management of required repairs or replacement of equipment and the cleaning of program areas.
- Maintains accurate records of services and activities, including recreation schedules, program participation and analyses, revenues, expenditures, contract programs, accidents, and vandalism.
- Works with community groups and residents in the development and coordination of recreation programs.
- Creates and implements marketing plans for events and creates promotional materials.
- Serves as an informational resource for staff and the public, receives and evaluates complaints, resolving them when possible or referring to management if needed.
- Prepares information and reports related to events and facilities and appropriate budgets.
- Participates in the development and implementation of policies and procedures for providing assigned recreation services.
- Plans and conducts recreational activities appropriate to a variety of locations such as playgrounds, parks, community centers, school sites, and sports facilities.
- Records and monitors all financial transactions associated with the collection of fees.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of recreation.
- Serves as liaison to various boards and commissions.
- Builds and maintains positive working relationships with co-workers, other City employees and the public using principles and practices of excellent customer service.
- Performs other duties as assigned.

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey the qualifications of incumbents in the position.

Knowledge of:

- Standard evaluation methods. Basic methodology of organizing groups, events and services in a recreational setting.
- Applicable federal and state regulations including but not limited to California Occupational and Health Administration, (Cal/OSHA).

- Methods and techniques utilized in advertising and public information.
- Principles and practices of personnel management, budget development, administration and evaluation.
- Principles and procedures of record keeping and filing.
- Methods of design and implementation for appropriate programs to meet the recreational needs of Clayton.
- Principles and practices of recreation operations development, implementation, review, and evaluation.
- Principles and practices of basic public relations techniques.
- Techniques for dealing with individuals of various ages, socio-economic and ethnic groups and effectively representing the City when in contact with the public.
- Safety principles and practices including basic first aid and cardiopulmonary resuscitation (CPR) methods.
- Techniques for providing a high level of customer service to the public and City staff, in person and over the phone.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern office practices, methods, and computer equipment and applications related to the work.

Ability to:

- Plan, oversee, coordinate, review and evaluate rental facilities, community events, recreation programming, as well as staff and volunteers.
- Understand community needs in recreational and community event areas and evaluate activities according to those needs.
- Respond to requests and inquiries from the public.
- Maintain program related records, statistics, and documents.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Act quickly and with composure during emergencies requiring first aid and calling 911 for assistance.
- Work independently, yet also know when to ask for help.
- Interpret and apply applicable Federal, State and local policies, laws and regulations.
- Maintain discipline, order and safety in a crowded and loud environment.
- Communicate in English clearly, concisely, and effectively, both verbally and in writing.
- Use computer applications to assist in performing duties, e.g., Microsoft Word, Excel, databases, and other presentation applications.
- Demonstrate strong customer service skills and establish, maintain, and foster positive and effective working relationships.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- A Bachelor's degree in Recreation Administration, Business Administration or related field.
- And
- Two (2) years of experience in a paid capacity of implementation of recreation programs, event planning and/or related field.

Licenses and Certifications:

- Possession of a Valid California Class C driver's license upon appointment.
- Ability to obtain valid certificates for Cardiopulmonary Resuscitation (CPR), First aid, and Automated External Defibrillator (AED) use Certificates must be obtained within one year of appointment and kept current for the duration of employment.

Special Requirements:

- Ability to travel to different sites and locations, work assigned schedules that include weekdays, weekend, evenings and holidays.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

Ability to sit, stand, walk, kneel, crouch, crawl, squat, stoop reach and lift weights of 30 lbs plus. While performing the duties of this class employee is required to talk or hear in person and by telephone, use hands to finger, handle, feel or operate standard office equipment. An employee is frequently required to walk and stand. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.

ENVIRONMENTAL AND WORKING CONDITIONS

These described work environment characteristics are representative of those an employee encounters while performing the essential functions of this job:

Work is performed in a standard office environment and at indoor and outdoor recreational facilities, travel to different locations. Incumbent may be exposed to inclement weather conditions, work on various types of surfaces, including slippery or uneven surfaces. Incumbent may interact with upset staff and/or public and private representatives in interpreting and enforcing City policies and procedures.

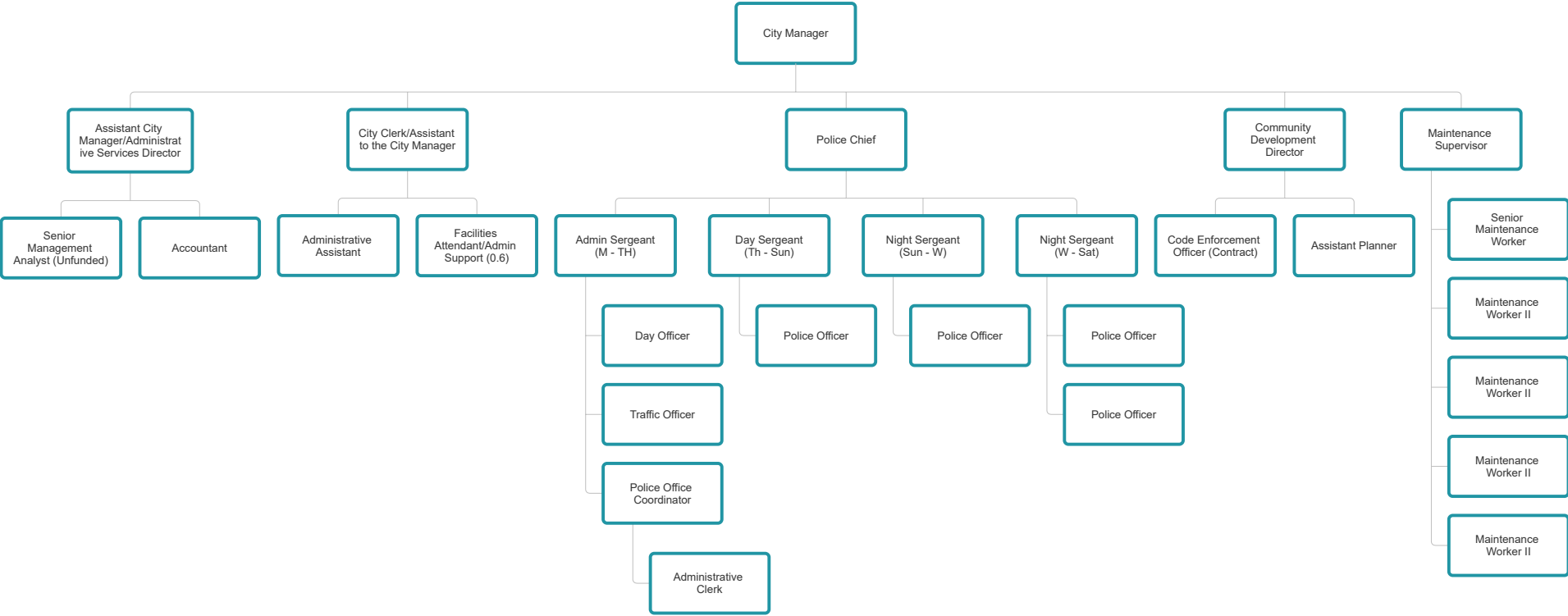
ADDITIONAL REQUIREMENTS

Positions in this classification require the following pre-employment screening measures before an offer of employment can be made:

- Background screening (Livescan)

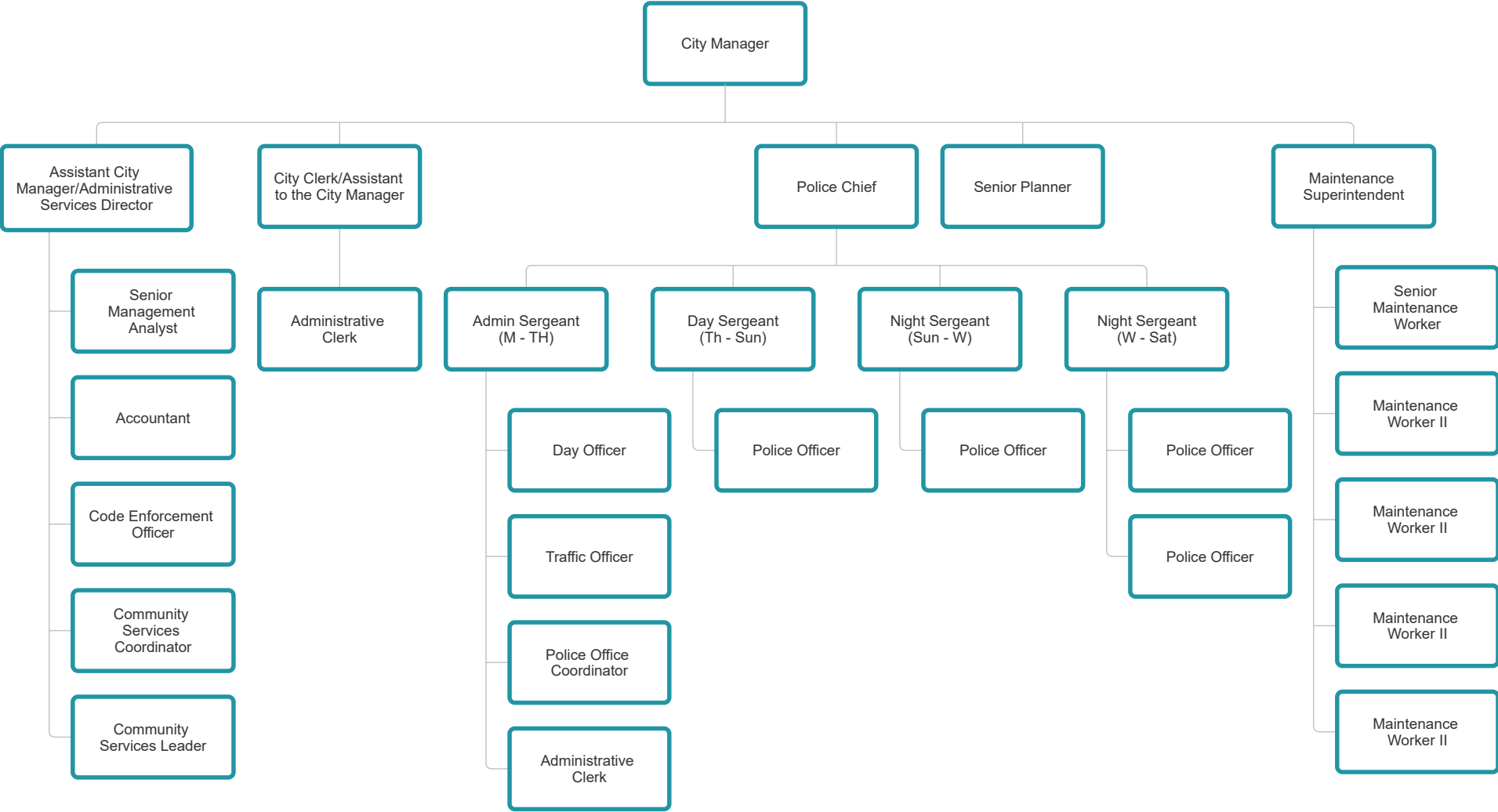
City of Clayton FY 2024-25 Budget Org. Chart

Full Time Equivalent Employees 27.6



City of Clayton FY 2024-25 Mid-Year Proposed Org. Chart Full-Time Equivalent Employees 28.6

EXHIBIT C



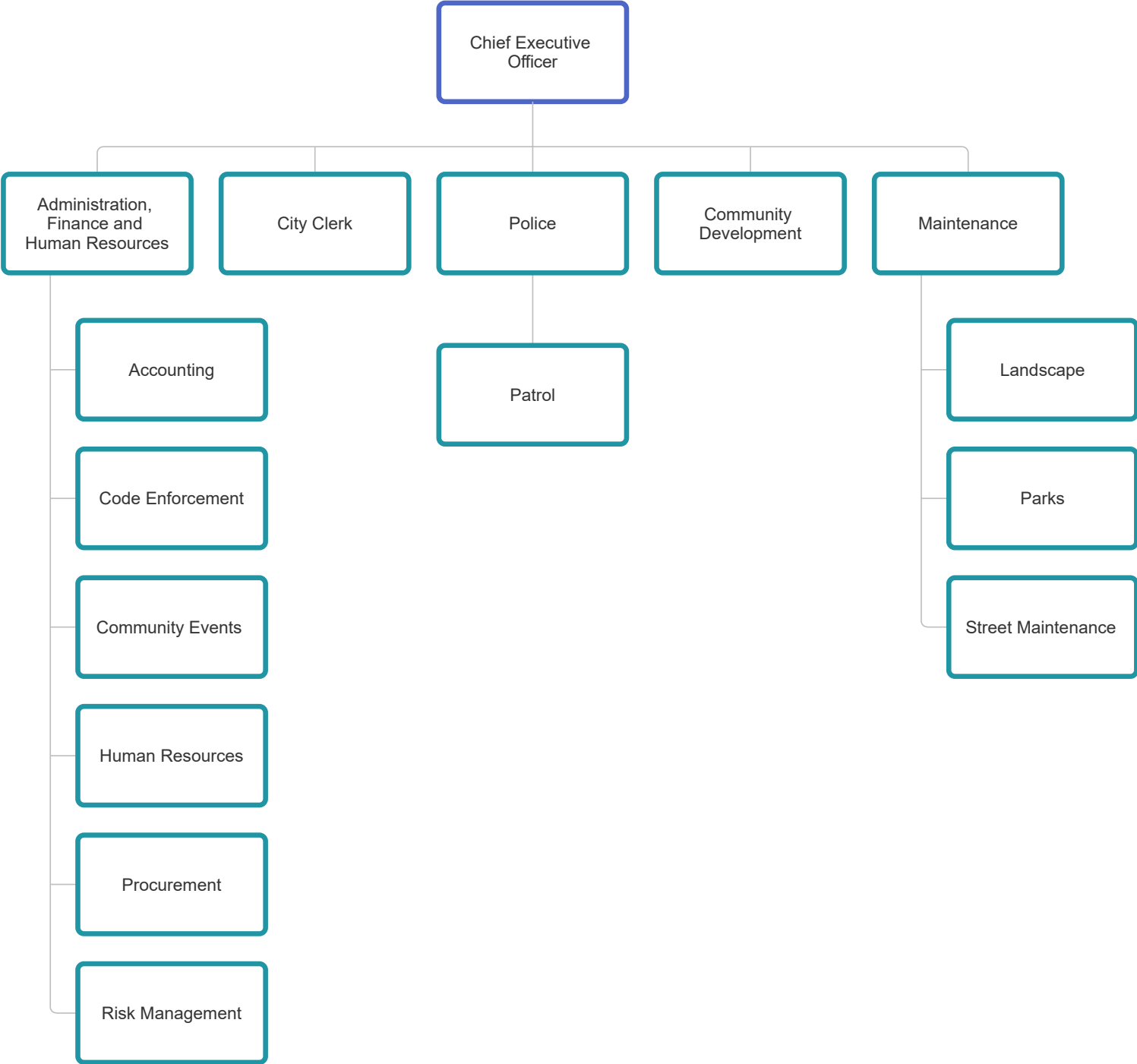


Exhibit E – Total Financial Analysis

COST ANALYSIS			Contract	Total	
FY 2024-25	Wages	Benefits	Expense	Difference	Description
Administrative Clerk	(46,336)	(19,627)	40,878	25,085	Position budgeted 12 months & staffed 6 months
Senior Management Analyst	71,385	17,747	80,000	(169,132)	Position unbudgeted & staffed 6 months
Community Services Coordinator	40,563	17,747	-	(58,310)	Position unbudgeted & staffed 6 months
Community Services Leader	(30,399)	-	-	30,399	Position budgeted 12 months & staffed 6 months
Senior Planner	61,880	23,130	-	(85,010)	Position unbudgeted & staffed 6 months
Assistant Planner	(99,599)	(42,798)	-	142,397	Position budgeted & not staffed
Community Dev Dir	(167,624)	(46,261)	97,650	116,235	Position budgeted & not staffed
Total Savings	(170,130)	(50,061)	218,528	1,663	

COST ANALYSIS	Wages	Benefits	Contract	Total	
FY 2025-26	Budget	Budget	Expense	Difference	Description
Administrative Assistant	In FY 2024-25 Budget			-	
Senior Management Analyst	143,188	49,436		-	
Recreation Coordinator	83,869	41,264		-	
Recreation Leader	In FY 2024-25 Budget			-	
Senior Planner	131,313	47,648		-	
Assistant Planner	(104,579)	(42,798)		-	Will Not Be Filled
Community Dev Dir	(176,005)	(49,436)		-	Will Not Be Filled
Total Cost	77,786	46,114	-	123,899	



STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: November 19, 2024

SUBJECT: Adopt a Resolution authorizing the addition of a part-time classification of Community Services Leader and the related specifications, pay ranges and benefits.

RECOMMENDATION

Adopt a Resolution authorizing the addition of a part-time classification of Community Services Leader and the related job specification and pay range with a low hourly rate of \$17.92 and a high hourly rate of \$21.23.

PREVIOUS ACTION

On June 4, 2024, the City Council approved the FY 2024-25 budget, which established the position and allocated funds for a part-time Recreation Leader. These roles were included in the approved positions and classifications for the fiscal year. During the budget planning process, it was noted that the new City Manager would later offer additional recommendations for the realignment of the City's administrative staff.

BACKGROUND

The City's Classification and Compensation Plan, publicly accessible Master Pay Schedule, and approved Position List provide job descriptions, classifications, pay ranges, and details on allocated positions for all City personnel. At the time the FY 2024-25 budget was developed and approved, there were significant staffing vacancies, including the Recreation Leader. Since then, the City Manager determined that the position should be Community Services Leader.

DISCUSSION

The Community Services Leader position is currently being managed through overtime work by the Maintenance staff. However, this approach has proven to be both inefficient and ineffective as a business model. Relying on Maintenance personnel to handle community service tasks has led to frequent issues, such as missed guest reservations

and delayed openings of rental facilities. These service interruptions not only disrupt the guest experience but also lead to a tangible loss in revenue for the City. A more sustainable solution would involve staffing this role with dedicated personnel, allowing for consistent oversight of guest reservations and facility operations, thereby improving customer satisfaction and protecting the City’s revenue stream.

Staff is preparing to recruit for this position. The Community Services Leader will report to the Community Services Coordinator, if the City Council approves that position this evening; if that position is not approved, this position will report to the City Clerk.

Currently, there is not an established pay range for this position on the City’s publicly accessible pay schedule. Consequently, it is both customary and essential to propose a salary recommendation for each role. This recommendation should align with industry standards and the City’s compensation framework, ensuring transparency and consistency across similar positions while fulfilling operational needs.

When making a salary recommendation, we first look to the regional labor market and the City’s comparable entities; we looked at all cities in Contra Costa County with populations less than 40,000 and found a representative data set to find classifications that are most similar to Clayton’s classification. Then we look internally at parity throughout the City’s compensation plan.

Community Services Leader

The market survey for Community Services Leader (below) shows the average top hourly wage for part-time recreation leaders to be \$21.23.

Community Services Leader				
Agency	Class Title	Min	Max	
Discovery Bay	Recreation Leader II	16.75	17.75	
El Cerrito	Recreation Aide	20.39	24.79	
Hercules	Sr. Facilities Attendant	16.95	21.63	
Lafayette	Building Attendant	18.00	22.00	
Martinez	Recreation Leader III	20.50	22.00	
Moraga	Facilities Attendant	16.00	19.50	
Orinda				
Pleasant Hill	Special Events Assistant	20.42	24.82	
Pinole	Recreation Leader	16.00	18.84	
San Pablo	Recreation Leader	16.28	19.78	
Number of Matches		9		
Median of Comparators		16.95	21.63	
Average of Comparators		17.92	21.23	

Once market average and mean are established, staff reviewed how the pay aligned with other similar classifications and class levels in the compensation plan. Because there are no

similar classifications currently in use in the City, staff recommends setting pay at the market average for the part-time Community Services Leader as show below.

Pay Steps for Community Services Leader

A	B	C	D	E
17.92	18.82	19.76	20.75	21.78

FISCAL IMPACT

There are approximate cost savings in year one of \$30,400. This position was initially budgeted for the entire 12 months of the 2024 – 25 fiscal year at \$40,579 however, it is anticipated that wages will come in at approximately \$10,180 for the last six months of the year. In out years, this position will be part of the City’s annual budget process. We anticipate, if the City Council approves the motion tonight, that this position will be staffed for the last six months of the fiscal year.

CEQA IMPACT

None.

Attachments:

1. Resolution Approving the Addition of a Part-Time Community Services Leader and the Related Specifications and Pay Ranges to the FY 2024-25 Budget
Exhibit A – Community Services Leader Class Specifications
Exhibit B – FY 2024-25 Org. Chart
Exhibit C – Proposed Mid-Year FY 2024-25 Org. Chart
Exhibit D – Functional Org. Chart
Exhibit E – Total Financial Analysis

RESOLUTION NO. XX-2024**APPROVING THE ADDITION OF A PART-TIME COMMUNITY SERVICES LEADER AND THE RELATED SPECIFICATIONS AND PAY RANGES TO THE FY 2024-25 BUDGET****THE CITY COUNCIL
City of Clayton, California**

WHEREAS, The City has established Classification and Compensation Plans, a Master Pay Schedule, and a Position Allocation Table detailing all job classifications, salary ranges, and allocations of personnel; and

WHEREAS, The City has completed classification review to add one new class, related specifications and page ranges; and

WHEREAS, The City desires to add the classifications of part-time Community Services Leader and the related salary ranges and specifications included and incorporated herein as Exhibit A; and

WHEREAS, The modification of this position will provide additional means for accomplishment of the City's mission in an efficient and cost-effective manner; and

WHEREAS, the net fiscal impact of this change has a salary savings for FY 2024-2025 in the amount of \$30,400; and

WHEREAS, It is necessary to authorize the City Manager to amend the City's Classification and Compensation Plans and Master Salary Schedule effective November 20, 2024, to incorporate the above changes.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City Clayton does hereby approve the part-time position of Community Services Leader, the related specifications and authorize the City Manager to amend the City's Classification and Compensation Plans and Master Salary Schedule, effective November 20, 2024, as follows:

Community Services Leader

A	B	C	D	E
17.92	18.82	19.76	20.75	21.78

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

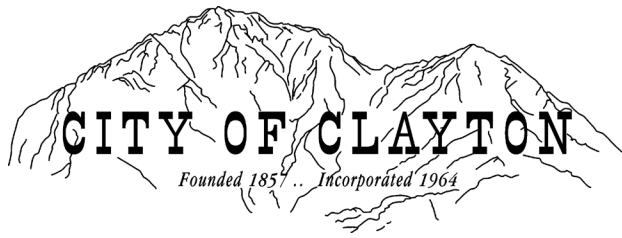
ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk



City of Clayton Class Specification
FLSA Status: Non-Exempt
Date Revised: November 19, 2024

CLASS TITLE

COMMUNITY SERVICES LEADER

DEFINITION

Under general direction of the Community Services Coordinator, the Community Services Leader performs a wide variety of support work related to recreational operations, events and activities, prepare buildings, fields, including set ups, take down and transport equipment for events. The person in this position provides routine administrative support which includes monitoring duties for rental of city facility and act as the City liaison during private events and activities for the community, assisting in the facilitation of events. The person in this position must have the ability to communicate effectively, tactfully, and both orally and in writing, as well as establish and maintain effective and cooperative working relationships with staff and the public. The Community Services Leader performs no supervision duties over other staff.

CLASS CHARACTERISTICS

The Community Services Leader helps to set the stage for some of the most important events within the city, coordinating with vendors and performing the full range of recreation support, ensures facilities are properly maintained as well as assisting in the facilitation of private events for those interested in utilizing the facilities at the city and parks. Incumbents are expected to work independently.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all the duties listed, nor do the listed examples include all tasks that may be performed by positions in this class.

- Monitor facility security to include opening and closing the facility for scheduled functions and training activities and in accordance with policies and procedures.
- Open, secure, set up, take down, and clean areas before and after facility use, prepare areas for rentals and community events.
- Maintain a safe environment and conduct safety checks; administer first aid as required.
- Perform routine administrative duties including phone and counter reception and cash handling.
- Issue, receive and collect equipment and supplies.

- Must work well with the public and work well independently and as a collaborative member of a team.
- Monitor the operation and public activity during hours of operation and assist in the operation, set up, and breakdown of special events.
- Inspect assigned areas and equipment and report issues in a timely manner to appropriate higher-level staff.
- Interact with clients and the public, respond to questions, concerns, and complaints from patrons, determine the issue, resolve or refer to higher level staff.
- Ability to communicate effectively orally and in writing in English.
- Maintain facilities per city standards, will be required to work weekends, evenings, and holidays.
- Performs other duties as assigned.

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey the qualifications of incumbents in the position.

Knowledge of:

- Proper care and use of recreation equipment, materials, and supplies.
- Organization and operation of the assigned area and related facilities.
- Principles and practices of custodial and facility operations.
- Cash handling, accounting and record keeping techniques.
- Provide high level customer service to both city personnel and the public
- Applicable federal and state regulations including but not limited to California Occupational and Health Administration, (Cal/OSHA).
- Safety Practices and equipment related to the work.
- Techniques for providing a high level of customer service to the public and City staff, in person and over the phone.
- Modern office practices, methods, and computer equipment and applications related to the work.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

Ability to:

- Perform work as directed in an efficient, effective, safe, and timely manner.
- Coordinate and organize group activities, maintain respect and discipline, enforce rules and procedures.
- Interact with city staff, customers, and the public tactfully and effectively.
- Use, operate and maintain a variety of custodial, cleaning equipment and materials, maintain audio visual equipment, lighting and furnishings.

- Develop and distribute promotional and marketing information and assist the public with questions and problems that arise.
- Demonstrate good work ethic, including promptness, neat and clean appearance.
- Understand city policies and procedures related to assigned duties and agreements for use, learn daily operations, and make sound decisions, work under limited supervision.
- Ability to evaluate emergency situations and act decisively and effectively to resolve conflicts, administer first aid as needed.
- Use computer applications to assist in performing duties, e.g., Microsoft word, Excel, databases, and presentation applications.
- Demonstrate strong customer service skills and establish, maintain, and foster positive and effective working relationships.
- Communicate in English clearly, concisely, and effectively, both verbally and in writing.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- High school diploma or G.E.D equivalent

And

- One (1) year of verifiable experience in working with the public in the areas of customer service, event set up, recreation, janitorial services or comparable experience which provides the knowledge, skills, and abilities described above.

Licenses and Certifications:

- Possession of a Valid California class C driver license upon appointment.
- Ability to obtain valid certificates for Cardiopulmonary Resuscitation (CPR). First aid, and Automated External Defibrillator (AED). Certificates must be obtained within one year of appointment and maintained for the duration of employment.

Special Requirements:

- Ability to travel to different sites and locations, work assigned schedules that include weekdays, weekend, evenings and holidays.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

Ability to sit, stand, walk, kneel, crouch, crawl, squat, stoop reach and lift weights of 50 lbs plus. While performing the duties of this class employee is required to talk or hear in person and by telephone, use hands to finger, handle, feel or operate standard office equipment. An employee is frequently required to walk and stand. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.

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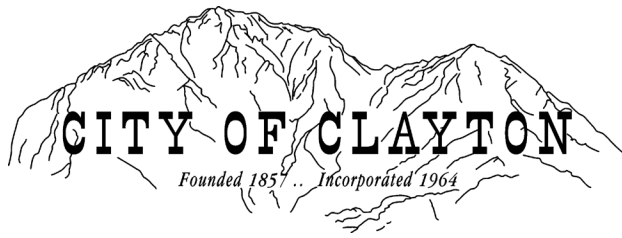
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ADDITIONAL REQUIREMENTS

Positions in this classification require the following pre-employment screening measures before an offer of employment can be made:

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City of Clayton Class Specification
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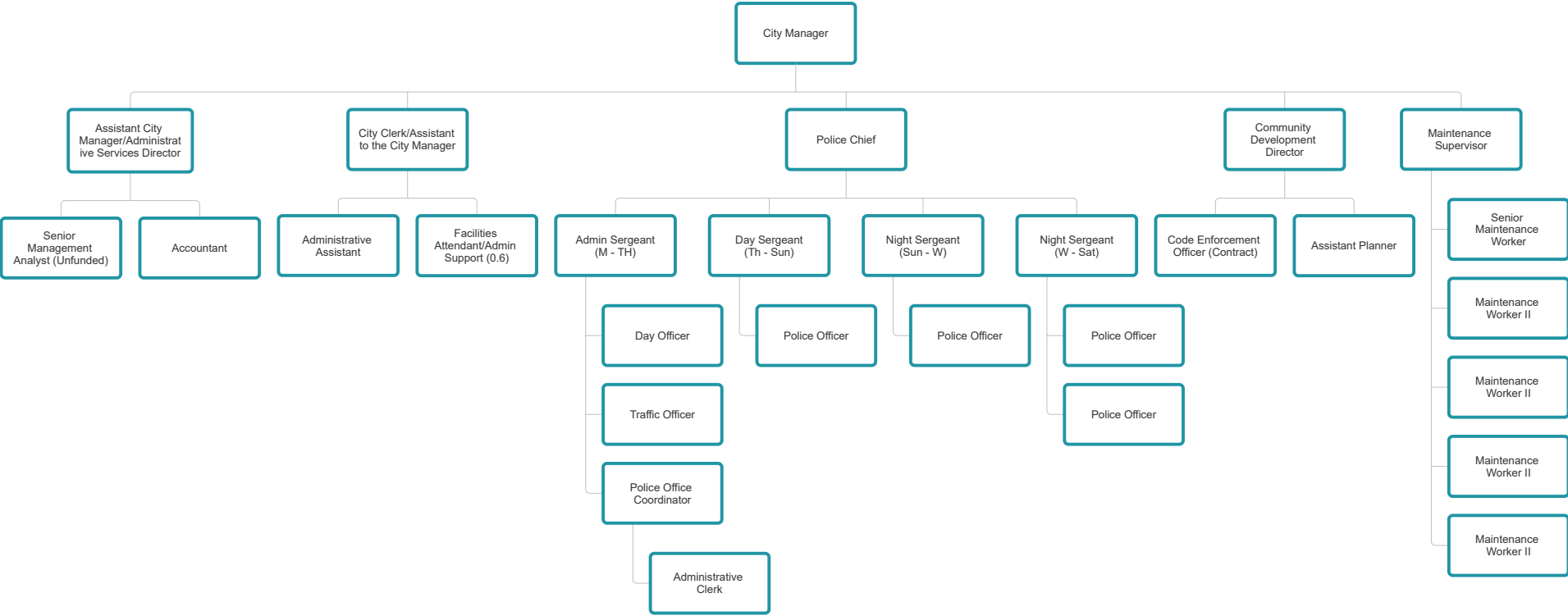
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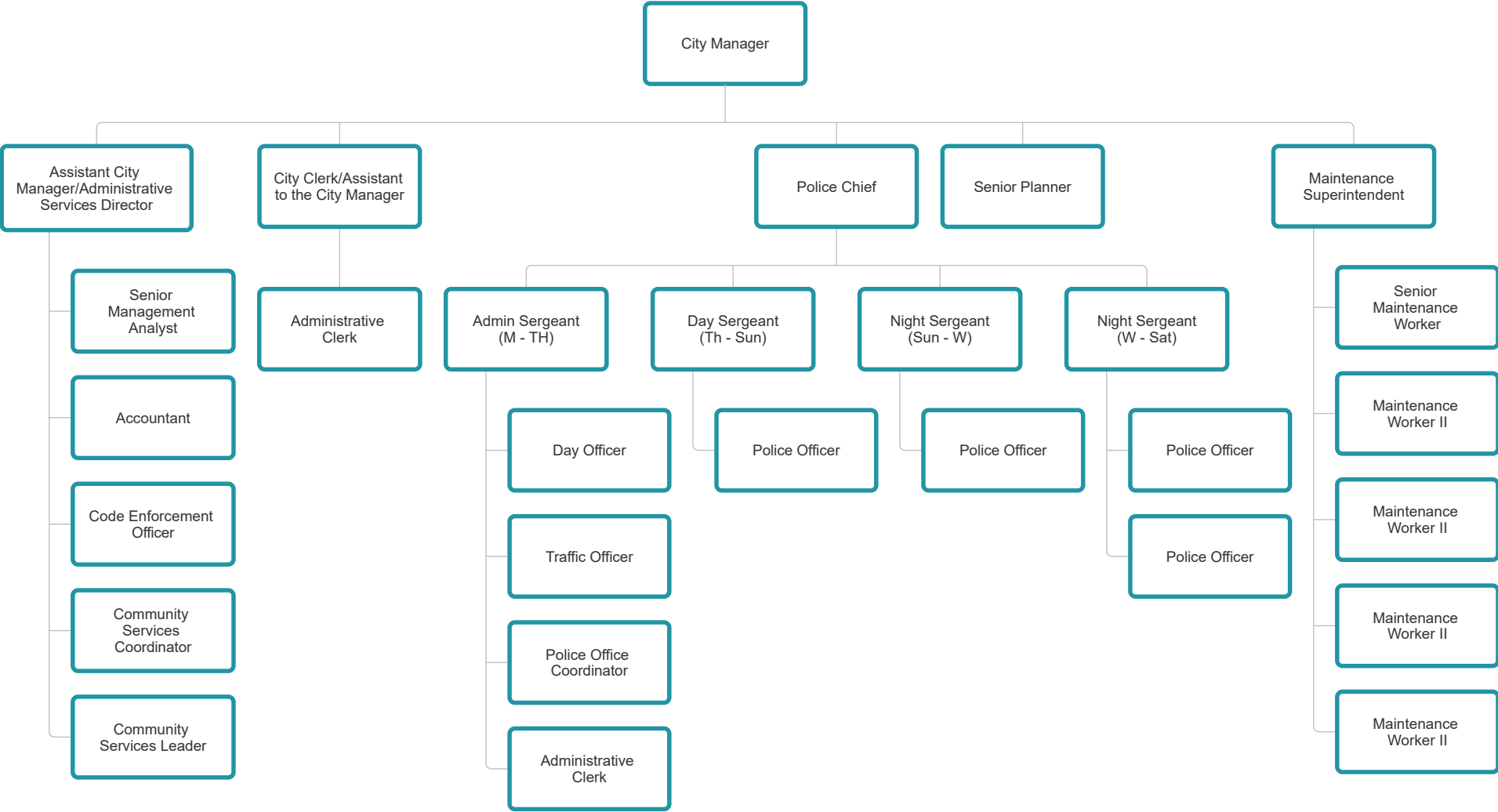
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City of Clayton FY 2024-25 Budget Org. Chart

Full Time Equivalent Employees 27.6



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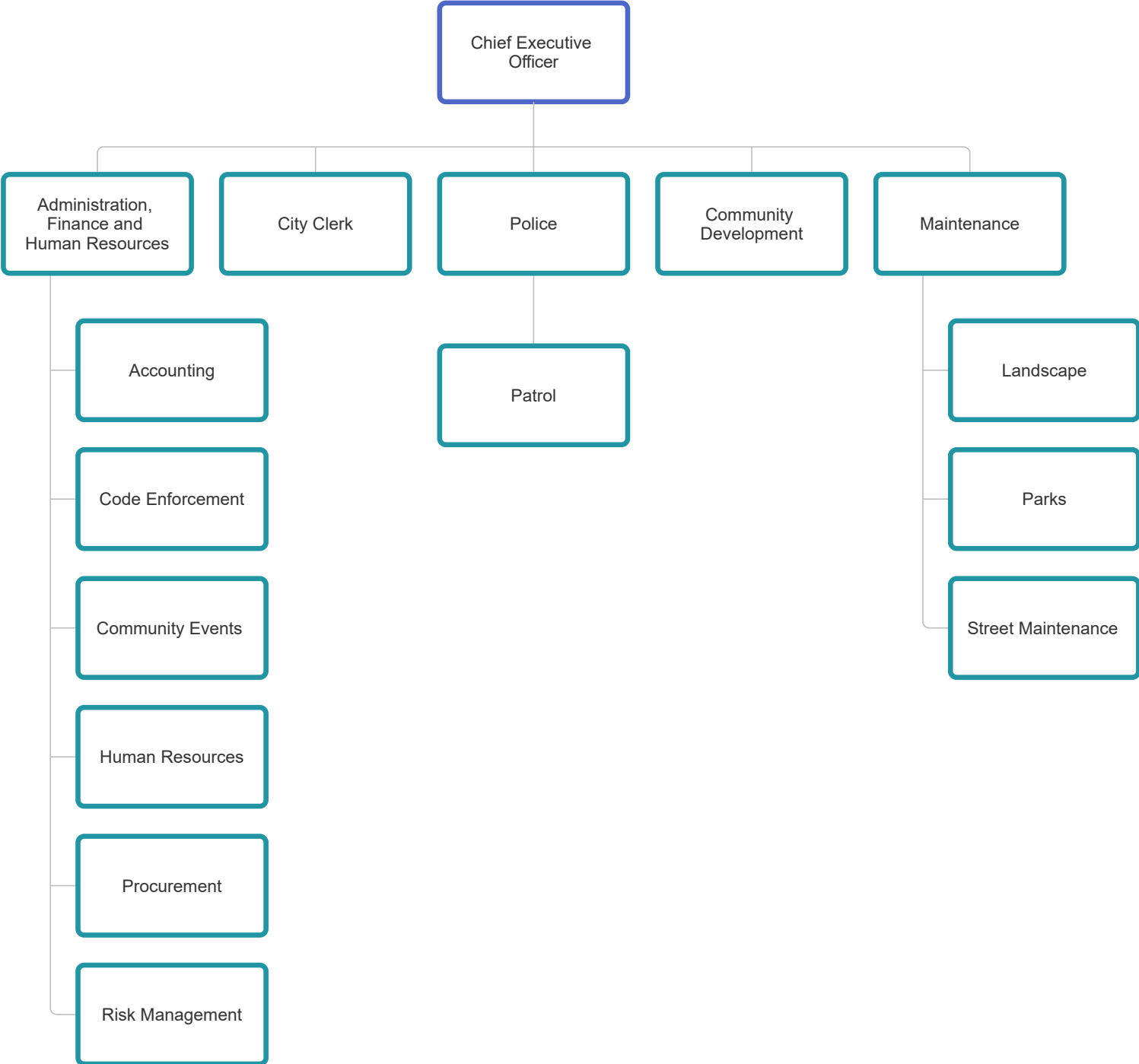


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COST ANALYSIS	Wages	Benefits	Contract	Total	
FY 2025-26	Budget	Budget	Expense	Difference	Description
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Total Cost	77,786	46,114	-	123,899	



[\(Back to Agenda\)](#)

City Council Agenda Item 8f

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: November 19, 2024

SUBJECT: Adopt a Resolution authorizing the addition of a full-time classification for Senior Management Analyst and the related specifications, pay ranges and benefits from the FY 2024-25 annual budget.

RECOMMENDATION

Adopt a Resolution authorizing the addition of a full-time classification of Senior Management Analyst to include the related job specification, benefit package and pay range with a low annual salary of \$126,267 and a high annual salary of \$153,478.

PREVIOUS ACTION

On June 4, 2024, the City Council approved the FY 2024-25 budget, which did not allocated funds for a Senior Management Analyst position; this role was discussed in the budget planning process but was decided that the new City Manager would do their own analysis and later offer additional recommendations for the realignment of the City's administrative staff.

BACKGROUND

The City's Classification and Compensation Plan, along with the publicly accessible Master Pay Schedule and approved Position List, provides comprehensive details on job descriptions, classifications, pay ranges, and allocated positions for all City employees. While developing and approving the FY 2024-25 budget, significant discussion arose around staffing vacancies, including the potential addition of a Senior Management Analyst to support high-level administrative responsibilities including but not limited to backfilling of the Accountant, Assistant City Manager/Administrative Services Director and City Clerk/Assistant to the City Manager roles when said employees were on vacation or away from the office for extended periods.

DISCUSSION

The City currently does not have anyone fulfilling this role. From May 2024 through October 31, 2024, the City was using an outside consultant, Muchmore Than Consulting, to provide a small portion of this service. That contract has since expired and it has been determined by staff that fulfilling this position with a city employee is more desirable and better serves the community.

The Senior Management Analyst will be responsible for the following duties:

- Assists with the management responsibility for assigned services and activities of the City's Human Resources Department including recruitment and selection, employer-employee relations, performance management, classification and compensation, workforce training and development, benefits administration, and workers' compensation.
- Prepares and administers various grants for the department; monitors active grants to ensure that all stipulations and regulations regarding the use of funds are met.
- Develop and manage training program for city staff.
- Prepares City Council agenda reports.
- Will staff Planning Commission and City Council meetings as needed.
- Assists with the preparation of the annual budget.
- Analyze and monitor legislation and regulatory controls, and ensure compliance with local, State and Federal requirements; prepare and file government-mandated reports in accordance with associated regulations and funding agency requirements in a timely manner.
- Administer and monitor a variety of contractual services, leases and agreements; review, negotiate and coordinate the finalization of contracts/agreements; monitor timelines, progress and quality of performance.
- Conduct studies for organizational and administrative issues; review and analyze processes, procedures, and work methods; develop funding proposals, policy alternatives, and strategies; prepare and present reports and recommendations.

Staff are prepared to recruit for this position; the Senior Management Analyst will be responsible for administrative and Human Resources tasks and will report to the Assistant City Manager/Administrative Services Director. Additionally, this role will provide vacation coverage for the Accountant, Assistant City Manager/Administrative Services Director, and City Clerk/Assistant to the City Manager.

Since this role has recently been staffed by a consultant, CalPERS has newly enacted a ruling that prohibits the City from employing annuitants in ongoing consulting capacities. Currently, there is no established pay range for this position on the City's publicly accessible pay schedule. Consequently, it is both customary and essential to propose a salary recommendation for such a role. This recommendation should align with industry standards and the City's compensation framework, ensuring transparency and consistency across similar positions while fulfilling operational needs.

When making a salary recommendation, we first look to the regional labor market and the City’s comparable entities; normally we would look at all cities in Contra Costa County with populations less than 40,000 however, there were not enough agencies to provide a representative data set, so we used cities in Contra Costa County with populations less than 100,000 to find classifications that are most similar to Clayton’s classification. Then we look internally at parity throughout the City’s compensation plan.

The market survey for the Senior Management Analyst (below) shows the average top monthly wage for full-time Management Analyst position at \$159,274.

Senior Management Analyst			
Agency	Class Title	Annual	
		Min	Max
Brentwood	Sr. Management Analyst	130,034	158,057
Danville			
Discovery Bay			
El Cerrito			
Hercules			
Lafayette			
Martinez	Sr. Management Analyst	119,448	160,111
Moraga			
Oakley			
Orinda			
Pleasant Hill	Sr. Management Analyst	137,232	182,496
Pinole			
Pittsburg	Sr. Management Analyst	117,576	142,920
San Pablo			
San Ramon	Sr. Administrative Analyst	121,148	151,414
Walnut Creek	Program Manager	132,167	160,644
	Number of Matches	6	
	Median of Comparators	125,591	159,084
	Average of Comparators	126,267	159,274

Once market average and mean are established, staff reviewed how the pay aligned with other similar classifications and class levels in the compensation plan. Because there are no similar classifications currently in use in the City, staff recommends setting pay at the market average for the full-time Senior Management Analyst as show below and approved benefits package as stated in the “Terms and Conditions of Employment for the Undesignated Miscellaneous City Employees Unit Effective the Fiscal Years of 2023-24 and 2024-25.

Senior Management Analyst Salary Steps:

A	B	C	D	E
126,267	132,580	139,209	146,170	153,478

FISCAL IMPACT

This position will require a budget adjustment in the amount of \$89,132 for 6 months of salary and benefits and in out years, this position will be part of the City’s annual budget process. It is estimated for FY 2024-25, the cost of Muchmore than Consulting will exceed \$80,000; this does not include a full-time employee, nor does it include any additional administrative support other than basic human resources needs. We anticipate, if the City Council approves the motion tonight, that this position will be staffed for the last six months of the fiscal year.

CEQA IMPACT

None.

Attachment(s):

1. Resolution Approving the Addition of the Position of Senior Management Analyst and the Related Specifications and Pay Ranges to the FY 2024-25 Budget
Exhibit A – Senior Management Analyst Specifications
Exhibit B – FY 2024-25 Org. Chart
Exhibit C – Proposed Mid-Year FY 2024-25 Org. Chart
Exhibit D – Functional Org. Chart
Exhibit E - Total Financial Analysis



City of Clayton Class Specification
FLSA Status: Exempt
Date Revised: November 19, 2024

CLASS TITLE

SENIOR MANAGEMENT ANALYST

DEFINITION

Under general direction from the Assistant City Manager, the Senior Management Analyst performs a wide variety of complex and highly responsible professional-level duties involving programs, projects and the coordination/oversight of assigned programs including implementation of policies and procedures, development and administration of personnel budgets, recruitment and selection, classification, training, employee relations and the negotiation and administration of contracts. Conducts organizational and other complex studies and analysis, including policy development, strategic planning, legislative analysis, preparation of analytical studies of administrative and operational issues, coordination of activities of the City Manager's department with other departments, divisions, and outside agencies to enhance operational efficiency. Also provides liaison with the City Council and commissions.

CLASS CHARACTERISTICS

The incumbent performs complex assignments requiring a high level of independent judgment and provides expertise and advance technical support to the City Manager, Assistant City Manager and department heads in areas such as budget, personnel, policy development, and program management. Employees in this job class are subject experts in designated operations, programs, or departmental activities including research analysis and project management related to the implementation and administration of various programs and projects. The incumbent is required to be fully trained in procedures related to the assigned area of responsibility.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all the duties listed, nor do the listed examples include all tasks that may be performed by positions in this class.

- Performs a variety of technical and advanced professional-level research, administrative, operational, financial, and analytical duties in support of various projects and programs related to assigned area of responsibility; including but not limited to contract management, grants, request for proposals/qualifications and staff reports.

- Provides leadership and technical guidance as a recognized subject matter expert and advisor in assigned area of responsibility using initiative and resourcefulness in deviating from traditional methods or analyzing unique issues or problems without precedent and/or structure; researches trends and patterns to develop new standards, models, methods, criteria, or proposed new policies and procedures related to assigned area of responsibility; oversees quality assurance and quality control activities within area(s) of expertise.
- Plans, coordinates, and participates in the recruitment and selection process; prepares advertisements; conducts initial screening of applications; proctors or assts with applicant testing; schedules pre-employment examinations; participates in the interview process as requested by department directors; drafts interview questions with input from hiring department; obtains signed background release forms and submits background investigation forms for processing; discusses starting salary with hiring department; prepares and obtains signed offer letters and contacts candidate to make offer.
- Assists the Assistant City Manager in researching and assembling information for classification and compensation purposes; assists in the maintenance of classification and compensation plans; responds to salary and benefit surveys.
- Conducts new employee benefits orientations; oversees the preparation and processing of employee payroll and benefit forms and records; oversees the enrollment of employees into various benefit programs via the Human Resources Information System (HRIS) and various benefit carriers' websites; maintains confidential records; prepares COBRA notices for existing employees' status changes and terminating employees; troubleshoots problems and questions regarding benefits and provides assistance to employees when benefit problems arise.
- Processes Worker's Compensation and Short-term/Long-term Disability claims; responds to claimant complaints and provides claim related information; conducts follow-up with employee while off the job; participates in evaluation processes with regard to vocational rehabilitation; conducts training sessions with departments on proper claim process; prepares and distributes letters regarding protected leave.
- Analyzes alternatives and makes recommendations regarding such matters as organizational structure, administration, contract oversight, grants and statistical research.
- Assumes operational authority of areas of assigned responsibility including administrative operations; trains and supervises assigned support staff; maintains administrative, financial and human resources processes and records, monitors contracts and performs customer service functions.
- Negotiates, prepares, and monitors agreements and assists city staff with understanding and complying with city requirements. Monitors and ensures human resources practices are compliant with the city personnel rules and regulations.
- Assists the executive team in determining priorities, methods, standards and work sequences necessary to achieve objectives. Advises the executive team on labor contracts, employment law, applicable City ordinances and rules, policies and procedures, and employee performance management.
- Assists the Accounting, City Clerk, and Assistant City Manager roles during staff absences due to vacation, training, or extended leave.
- Conducts advanced benefit reviews, prepares Requests for Proposals for benefit providers and other program vendors, conducts cost benefit analyses, proposal evaluations, and prepares details for review by the Assistant City Manager.

- Participates in the development and implementation of immediate and long-term strategies, goals, objectives, plans, and programs; interprets and applies federal, state, and other legislation and regulations that apply to assigned functions.
- Conducts complex studies and surveys; collects, compiles and analyzes information; develops and evaluates options, prepares and presents recommendations for review by Assistant City Manager.
- Provides high-level administrative and analytical support to the City Manager and Assistant City Manager on special projects; conducts research and prepares reports and makes recommendations in relation to assigned projects.
- Participates in the strategic planning and establishment of assigned program objectives and performance evaluation program operations and activities related to effectiveness and compliance; implements improvements and modifications as necessary and adjusts overall goals and objectives in response to changing program directives and/or City needs and priorities.
- Maintains a positive working relationship with co-workers and the community utilizing accepted principles of effective customer service.
- Performs other duties as assigned.

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey the qualifications of incumbents in the position.

Knowledge of:

- The theory, principles, and practices of accounting, human resources and their application in the public sector.
- Manual and automated fiscal and human resources management systems.
- Principles, practices and methods of organizational analysis and public administration.
- Research techniques, project management and administration methods and procedures.
- Principles and practices of supervision, training, management consultation and program analysis.
- Principles and practices of budget development and implementation; operating policies and procedures and functions of assigned department, division or program areas; local, state, and federal laws, rules, regulations and codes relevant to assigned duties.
- Methods and techniques of effective technical report preparation and presentation.
- Current literature, research methods, and sources of information related to assigned area of work.
- Report preparation, research methods, statistical concepts and methods.
- Program development and administration; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Customer service and public relations methods and techniques.

- English usage, spelling, grammar, and punctuation.

Ability to:

- Understand the organization and operation of the city and of outside agencies as necessary to assume assigned responsibilities.
- Review and analyze reports, articles, studies and administrative activities and recommend an effective course of action.
- Independently apply the principles and practices of public administration as assigned, analyze systems and administrative and management practices and identify opportunities for improvement.
- Perform analytical research and prepare clear and concise technical, administrative, and financial reports, statements, and correspondence.
- Assist with preparation of large and complex budgets.
- Understand, interpret, and apply administrative policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and compile data, maintain accurate records and files.
- Negotiate contracts and demonstrate sound judgement.
- Respond to public inquiries in a courteous manner; provide information within area of assignment; resolve complaints in an efficient and timely manner.
- Communicate effectively with City staff, elected and appointed officials, and the public.
- Maintain effective work relationships and demonstration of skills when dealing with the city staff and the public.
- Establish and maintain effective working relationships with those contacted in the performance of assigned duties.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field that pertains to the scope of work.
A Master's degree is desirable.

And

- Four years of professional experience preferably in local government, administrative experience involving program research, analysis of comprehensive administrative concerns, development of policies and procedures and supervising an administrative activity including budget preparation responsibilities.

Licenses and Certifications:

- Possession of a Valid California class C driver license upon appointment.

Special Requirements:

- Ability to travel to different sites and locations.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

Ability to sit for prolonged periods of time, stand, walk, kneel, crouch, stoop and twist to lift, carry, push and/or pull light to moderate amounts of weight. While performing the duties of this class employees are required to talk or hear in person and by telephone, use hands to finger, handle, feel or operate standard office equipment. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter, or calculator and to verbally communicate to exchange information.

ENVIRONMENTAL AND WORKING CONDITIONS

These described work environment characteristics are representative of those an employee encounters while performing the essential functions of this job:

Work is performed in a standard office setting with controlled temperature conditions and natural and fluorescent lighting at a desk and in front of a computer. Incumbents may interact with upset staff and/or public and private representatives in interpreting and enforcing City policies and procedures.

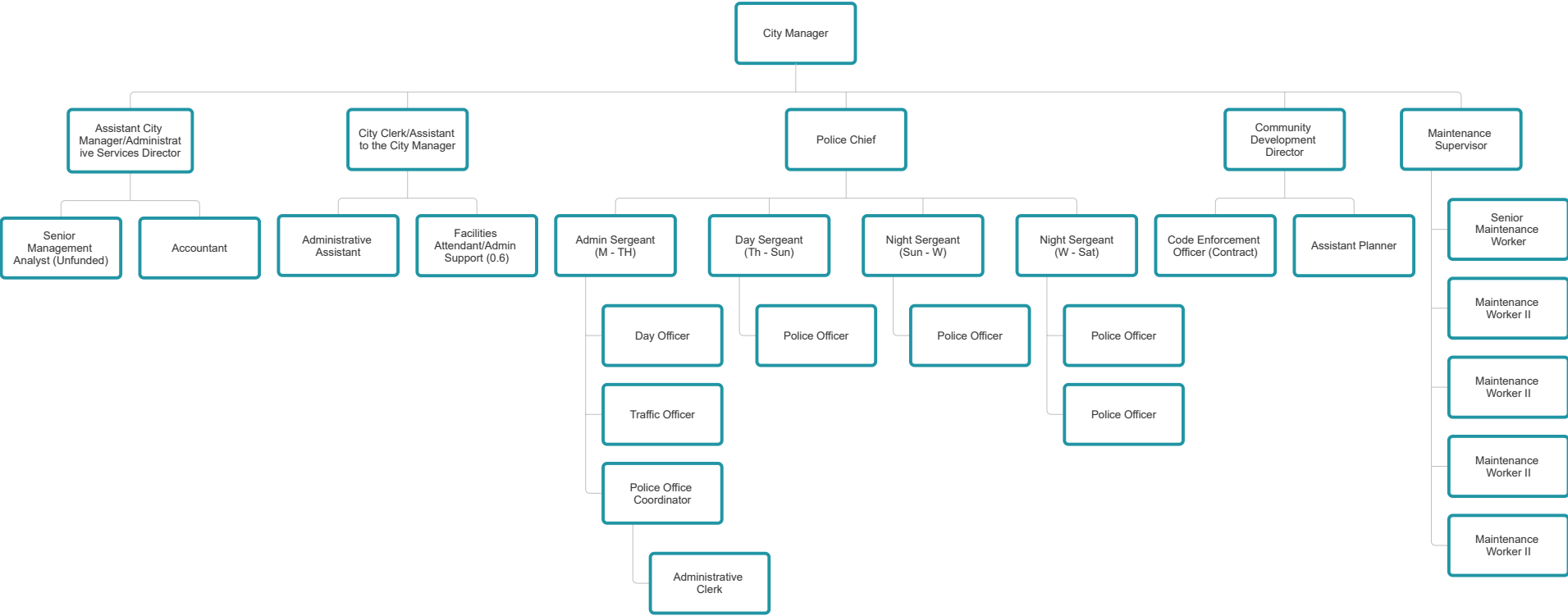
ADDITIONAL REQUIREMENTS

Positions in this classification require the following pre-employment screening measures before an offer of employment can be made:

- Background screening (Livescan)

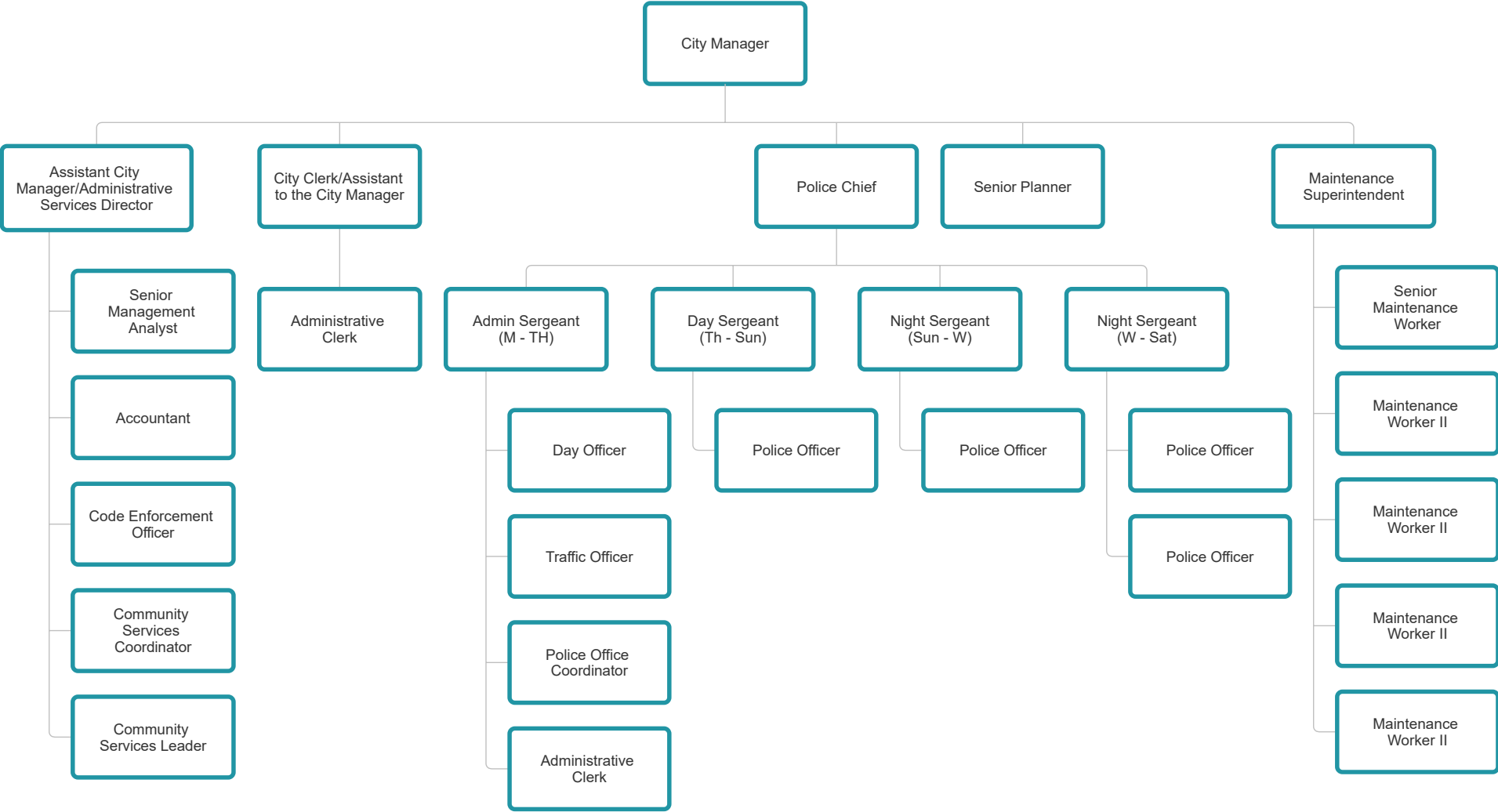
City of Clayton FY 2024-25 Budget Org. Chart

Full Time Equivalent Employees 27.6



City of Clayton FY 2024-25 Mid-Year Proposed Org. Chart Full-Time Equivalent Employees 28.6

EXHIBIT C



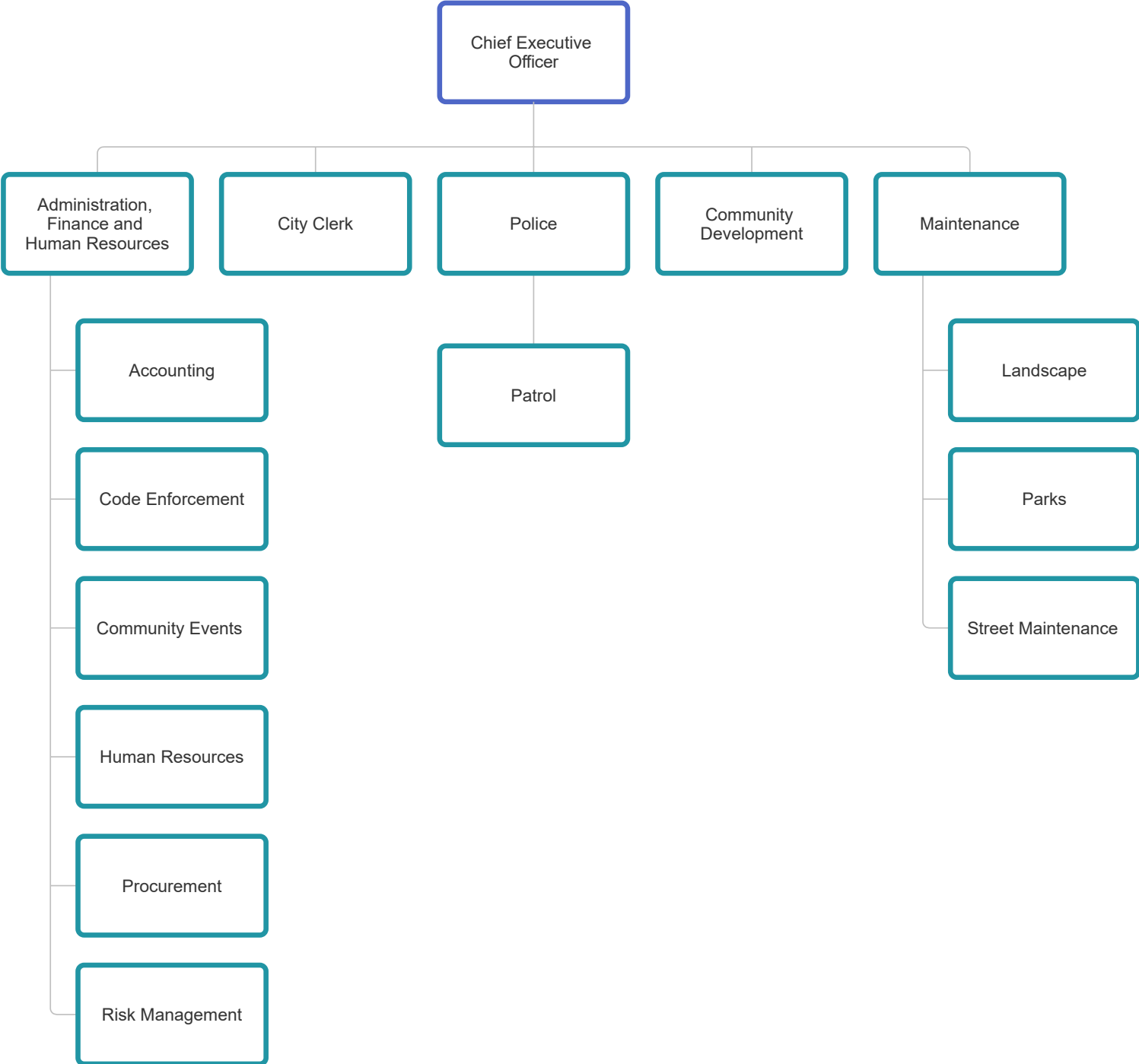
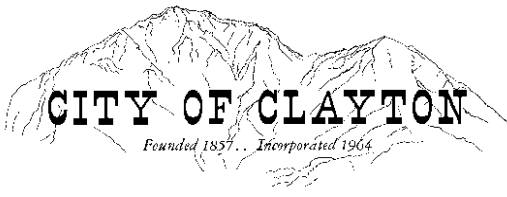


Exhibit E – Total Financial Analysis

COST ANALYSIS			Contract	Total	
FY 2024-25	Wages	Benefits	Expense	Difference	Description
Administrative Clerk	(46,336)	(19,627)	40,878	25,085	Position budgeted 12 months & staffed 6 months
Senior Management Analyst	71,385	17,747	80,000	(169,132)	Position unbudgeted & staffed 6 months
Community Services Coordinator	40,563	17,747	-	(58,310)	Position unbudgeted & staffed 6 months
Community Services Leader	(30,399)	-	-	30,399	Position budgeted 12 months & staffed 6 months
Senior Planner	61,880	23,130	-	(85,010)	Position unbudgeted & staffed 6 months
Assistant Planner	(99,599)	(42,798)	-	142,397	Position budgeted & not staffed
Community Dev Dir	(167,624)	(46,261)	97,650	116,235	Position budgeted & not staffed
Total Savings	(170,130)	(50,061)	218,528	1,663	

COST ANALYSIS	Wages	Benefits	Contract	Total	
FY 2025-26	Budget	Budget	Expense	Difference	Description
Administrative Assistant	In FY 2024-25 Budget			-	
Senior Management Analyst	143,188	49,436		-	
Recreation Coordinator	83,869	41,264		-	
Recreation Leader	In FY 2024-25 Budget			-	
Senior Planner	131,313	47,648		-	
Assistant Planner	(104,579)	(42,798)		-	Will Not Be Filled
Community Dev Dir	(176,005)	(49,436)		-	Will Not Be Filled
Total Cost	77,786	46,114	-	123,899	



STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: November 19, 2024

SUBJECT: Adopt a Resolution Authorizing the Addition of a Full-Time Classification for Senior Planner and the Related Specifications, Pay Ranges and Benefits and Delete the Full-Time Community Development Director and Full-Time Assistant Planner From the FY 2024-25 Annual Budget.

RECOMMENDATION

Adopt a Resolution authorizing the addition of a full-time classification of Senior Planner to include the related job specification, benefit package and pay range with a low annual salary of \$108,021 and a high annual salary of \$131,300. And to delete the full-time Community Development Director and full-time Assistant Planner positions from the FY 2024-25 annual budget.

PREVIOUS ACTION

On June 4, 2024, the City Council approved the FY 2024-25 budget, which included funding for a Community Development Director and an Associate Planner position. The Community Development Department has been operating utilizing a contract employee for the last several months. Following an evaluation of administrative office staffing needs, the City Manager determined that a single Senior Planner position would be more effective in fulfilling the intended role.

BACKGROUND

The City's Classification and Compensation Plan, publicly accessible Master Pay Schedule, and approved Position List provide job descriptions, classifications, pay ranges, and details on allocated positions for all City personnel. At the time the FY 2024-25 budget was developed and approved, there were significant staffing vacancies, including the Community Development Director and Associate Planner positions.

Additionally, the City's use of a consultant for the Community Development Department has proven less effective than anticipated. To address this, it is recommended that the

Community Development Department be restructured by eliminating the Community Development Director and Associate Planner roles and introducing a Senior Planner to enhance departmental efficiency and outcomes.

DISCUSSION

The City currently does not have anyone fulfilling this role. From June 2024 through current, the City is using an outside consultant, 4 Leaf Consulting, to provide this service. That contract has since expired and it has been determined by staff that fulfilling this position with a city employee is more cost effective, more desirable and better serves the community.

The Senior Planner will be responsible for the follow duties

- Reviews projects and development proposals for conformance with the City's regulatory ordinances including Zoning, Design Review, LCP, and Accessory Dwelling Units (ADUs)
- Acts as a project manager to secure the zoning entitlements and environmental clearances for significant current development projects and long-range planning programs.
- Researches, writes and presents zoning code and general plan amendments; CEQA review and represents the Community Development Department at public meetings and in matters before the Planning Commission and City Council.
- Review, approve, and calculate appropriate fees for residential improvements
- Reviews, analyzes, and makes recommendations on applications such as Design Review Permits, Conditional Use Permits, Variances, and Tentative Parcel/Tract Maps; reviews drawings or blueprints for structural conformity, proposed uses and aesthetics; conducts site evaluations and analyses.

Staff are prepared to recruit for this position; the Senior Planner will be responsible for administrative Community Development tasks and will report to the City Manager.

Since this role has recently been staffed by a consultant, CalPERS has newly enacted a ruling that prohibits the City from employing annuitants in ongoing consulting capacities. Currently, there is no established pay range for this position on the City's publicly accessible pay schedule. Consequently, it is both customary and essential to propose a salary recommendation for such a role. This recommendation should align with industry standards and the City's compensation framework, ensuring transparency and consistency across similar positions while fulfilling operational needs.

When making a salary recommendation, we first look to the regional labor market and the City's comparable entities; we looked at all cities in Contra Costa County with populations less than 40,000 and found a representative data set to find classifications that are most similar to Clayton's classification. Then we look internally at parity throughout the City's compensation plan.

The market survey for the Senior Planner (below) shows the average top monthly wage for a full-time Senior Planner position at \$139,501.

Senior Planner				
Agency	Class Title	Annual		
		Min		Max
Discovery Bay				
El Cerrito	Senior Planner	95,448		119,316
Hercules	Senior Planner	104,649		133,578
Lafayette	Senior Planner	106,548		148,944
Martinez	Senior Planner	116,229		148,339
Moraga	Senior Planner	109,448		133,031
Orinda	Senior Planner	117,276		140,744
Pleasant Hill	Senior Planner	106,548		152,556
Pinole				
San Pablo				
	Number of Matches		7	
	Median of Comparators		106,548	140,744
	Average of Comparators		108,021	139,501

Once market average and mean are established, staff reviewed how the pay aligned with other similar classifications and class levels in the compensation plan. Because there are no similar classifications currently in use in the City, staff recommends setting pay at the market average for the full-time Senior Planner as shown below and approved benefits package as stated in the “Terms and Conditions of Employment for the Undesignated Miscellaneous City Employees Unit Effective the Fiscal Years of 2023-24 and 2024-25.

Senior Planner Salary Steps

A	B	C	D	E
108,021	113,422	119,093	125,048	131,300

FISCAL IMPACT

There is cost savings in year one of \$173,621 and in out years, this position will be part of the City’s annual budget process. The cost savings are due to the Community Development Director and the Assistant Planner, wages and benefits being budgeted for the full year and positions remain vacant. However, the City is using consultants to staff these positions at a cost of approximately \$68,000 a year to date with 4 Leaf Consulting an estimated additional \$30,000 to bridge the gap with another consultant for this fiscal year. We anticipate, if the City Council approves the motion tonight, that this position will be staffed for the last six months of the fiscal year.

Sr. Planner Salary (6 mo. at Step C)	61,880
Sr. Planner Benefits (6 mo.)	23,130
Less: Community Development Dir Annual Sala	(167,624)
Community Development Dir Benefits	(46,261)
Associate Planner Salary	(99,599)
Associate Planner Benefits	(42,798)
4 Leaf Expense To Date	67,650
New contract to bridge between 4 Leaf & staff	30,000
Total Cost Savings	173,621

CEQA IMPACT

None.

Attachment(s):

1. Resolution Approving the Addition of the Position of Senior Planner and the Related Specifications and Pay Ranges and Remove the Community Development Director and Associate Planner Positions From the FY 2024-25 Budget
 - Exhibit A – Senior Planner Specifications
 - Exhibit B – FY 2024-25 Org. Chart
 - Exhibit C – Proposed Mid-Year FY 2024-25 Org. Chart
 - Exhibit D – Functional Org. Chart
 - Exhibit E - Total Financial Analysis

RESOLUTION NO. XX-2024**APPROVING THE ADDITION OF THE POSITION OF SENIOR PLANNER AND THE RELATED SPECIFICATIONS AND PAY RANGES AND REMOVE THE COMMUNITY DEVELOPMENT DIRECTOR AND ASSOCIATE PLANNER POSITIONS FROM THE FY 2024-25 BUDGET****THE CITY COUNCIL
City of Clayton, California**

WHEREAS, The City has established Classification and Compensation Plans, a Master Pay Schedule, and a Position Allocation Table detailing all job classifications, salary ranges, and allocations of personnel; and

WHEREAS, The City has completed classification review to add one new class, related specifications and page ranges; and

WHEREAS, The City desires to add the classification of a full-time position of Senior Planner and the related salary ranges and specifications included and incorporated herein as Exhibit A; and

WHEREAS, The modification of this position will provide additional means for accomplishment of the City's mission in an efficient and cost-effective manner; and

WHEREAS, the net fiscal impact of these changes have a salary savings for FY 2024-2025 in the amount of \$173,621; and

WHEREAS, It is necessary to authorize the City Manager to amend the City's Classification and Compensation Plans and Master Salary Schedule effective November 20, 2024, to incorporate the above changes.

WHEREAS, The City finds it more efficient to staff the Community Development Department with a Senior Planner and remove the Community Development Director and Associate Planner positions from the FY 2024-25 budget.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clayton does hereby approve the full-time position of Senior Planner, the related specifications and authorize the City Manager to amend the City's Classification and Compensation Plans and Master Salary Schedule, effective November 20, 2024, as follows:

Senior Planner

A	B	C	D	E
108,021	113,422	119,093	125,048	131,300

BE IT FURTHER RESOLVED that the City of Clayton determines that it is more efficient to staff the Community Development Department with a Senior Planner and remove the Community Development Director and Associate Planner positions from the FY 2024-25 budget.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk



City of Clayton Class Specification
FLSA Status: Exempt
Date Revised: November 19, 2024

CLASS TITLE

SENIOR PLANNER

DEFINITION

Under general direction, of the City Manager, the Senior Planner performs a wide variety of complex and highly responsible and varied professional, programmatic, administrative, and technical work in support of current and long-range planning programs and projects, assists and coordinates public policy development and implementation including serving as a project manager for complex and special projects. The position creates and updates long-range planning documents such as the General Plan and Zoning Ordinance; conducts initial studies and coordinates activities of consultants in the preparation of reports required by the California Environmental Quality Act. The Senior Planner will exercise considerable judgment and initiative when independent action is required.

CLASS CHARACTERISTICS

The incumbent serves as project manager for assigned major projects, which includes responsibility for conceiving planning projects, developing analysis and work methods, and may include reviewing the daily work of professional and technical staff. Performance of work requires the use of considerable independence, initiative, and discretion within established guidelines. Incumbents are expected to independently complete the most complex and difficult professional planning assignments and are responsible for all departmental functions and for developing, implementing, and interpreting public policy.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all the duties listed, nor do the listed examples include all tasks that may be performed by positions in this class.

- Coordinates and performs research and analyses pertaining to the General Plan, area plans, grant programs, related municipal ordinances and policy; prepares related reports and recommendations, and renders professional advice regarding planning issues.
- Serves as project manager for multiple complex current and long-range planning projects and special planning studies, including in-depth application and plan review, preparation

- of legal notices, posting notices on sites, background research, preparing staff reports, attending public hearings and making presentations.
- Reviews various plans and applications for complex subdivision, housing and commercial developments; determines conformity with laws, regulations, policies and procedures; recommends approval or identifies problems and analyzes alternatives.
 - Reviews and approves administrative discretionary current planning permits and California Environmental Quality Act (CEQA) related documents. Prepare staff studies and reports on more complex planning issues/applications.
 - Review, approve, and calculate appropriate fees for residential improvements.
 - Reviews, analyzes, and makes recommendations on applications such as Design Review Permits, Conditional Use Permits, Variances, and Tentative Parcel/Tract Maps; reviews drawings or blueprints for structural conformity, proposed uses and aesthetics; conducts site evaluations and analyses.
 - Prepares and updates various planning documents such as the City's General Plan, specific plans, ordinances, resolutions, codes, and related planning studies and reports.
 - Attends, coordinates and participates in committee, staff, City Council, Redevelopment Agency Board and other public agency meetings and conferences. Makes presentations to groups such as the City Council, Redevelopment Agency Board, boards and commissions, citizen groups and other public agencies.
 - Conducts plan check of building permit-level plan submittals associated with complex projects to verify compliance with project approvals and zoning requirements.
 - Participates in General Plan amendments and updates, making recommendations regarding policy development.
 - Reviews projects and development proposals for conformance with the City's regulatory ordinances including Zoning, Design Review, LCP, and Accessory Dwelling Units (ADUs)
 - Acts as a project manager to secure the zoning entitlements and environmental clearances for significant current development projects and long-range planning programs.
 - Prepares or supervises preparation of GIS maps, charts, diagrams and other documents for reports and public hearing notices.
 - Provides work coordination and project direction for other planning personnel and contract consultants, prepares and manages consultant agreements and supervises consultant teams performing work for the City.
 - Analyzes statistical data, such as long-range transportation, population characteristics, growth trends and other data.
 - Provides front counter and phone support; provides information and assistance to developers, property owners, the public, other departments, and outside agencies regarding laws and regulations; investigates and answers the more complex questions from the public regarding planning and zoning; responds to complaints of zoning code violations.
 - Maintains a positive working relationship with co-workers and the community utilizing accepted principles of effective customer service.
 - Performs other duties as assigned.

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey the qualifications of incumbents in the position.

Knowledge of:

- Principles and practices of research methods and statistical analysis.
- Site planning and architectural design principles.
- Applicable Federal, State and local laws, codes, and regulations including California Environmental Quality Act (CEQA). and California laws relating to subdivisions, annexations, zoning and land use,
- Federal, state and local laws, regulations and court decisions relating to city planning, land use, zoning and the environment.
- Working knowledge of the objectives, principles, procedures, standards, practices, and trends in the field of city planning, physical design, economic, environmental, and social concepts as well as project management techniques.
- Recent developments, current literature and sources of information related to planning, zoning, and environmental review.
- Statistical and research methods applied to the collection and analysis of data pertinent to planning.
- Methods and techniques of effective technical report preparation and presentation.
- Effectively represent the City in contacts with governmental agencies, community groups, and various agencies.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles of advanced mathematics and their application to planning work.
- Provide high level customer service when dealing with the public, vendors, contractors and City staff.

Ability to:

- Read interpret, apply, and explain technical written material and complex Federal, State, and local laws, regulations, ordinances, and City planning policies and procedures.
- Perform and coordinate activities, such as the collection, analysis, and preparation of reports and recommendations pertaining to complex issues.
- Ability to speak effectively before City Council, Planning Commission, public groups and other relevant stakeholders.
- Analyze projects and potential projects for consistency with planning regulations, general planning principles, and architectural quality.
- Analyze site design, terrain constraints, and land use compatibility and other urban services.

- Prepare concise reports, maps, charts and other graphic materials for effective presentations. Organize and conduct research studies.
- Engage in complex planning design and plan, organize, and coordinate complex planning activities.
- Prepare visual displays, such as maps, graphs, and illustrations.
- Communicate effectively, orally and in writing; to understand and carry out oral and written instructions.
- Maintain a variety of filing, record keeping and tracking systems.
- Provide high level customer service when dealing with the public, vendors, contractors and City staff.
- Organize and coordinate assigned activities with other departments and agencies respectively.
- Ability to read plans and specifications and make effective site visits.
- Perform varied and responsible assignments to interpret and explain planning and zoning programs to the public, identify and respond to issues and concerns of the public, City Council and other boards and commissions.
- Exercise sound independent judgment within established guidelines.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Represent the City effectively in meetings with commissions, community groups, governmental bodies, the media and the public.
- Establish and maintain effective working relationships with those contacted in the course of city planning work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- A Bachelor's degree from an accredited college or university with major course work in urban or regional planning, architecture or a related field.
- A Master's degree is desirable,

And

- Four years of professional experience in city or regional planning. One year of supervisory experience is desirable.

Licenses and Certifications:

- Possession of a Valid California class C driver license upon appointment.
- Possession of American Institute of Certified Planners (AICP) Certificate is desirable.

Special Requirements:

- Ability to travel to different sites and locations.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

Ability to sit for prolonged periods of time, stand, walk, kneel, crouch, stoop and twist to lift, carry, push and/or pull light to moderate amounts of weight. While performing the duties of this class employees are required to talk or hear in person and by telephone, use hands to finger, handle, feel or operate standard office equipment. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter, or calculator and to verbally communicate to exchange information.

ENVIRONMENTAL AND WORKING CONDITIONS

These described work environment characteristics are representative of those an employee encounters while performing the essential functions of this job:

Work is performed in a standard office setting with controlled temperature conditions and natural and fluorescent lighting at a desk and in front of a computer. Incumbents may interact with upset staff and/or public and private representatives in interpreting and enforcing City policies and procedures. Occasional exposure to an outdoor field setting and travel from site to site. Incumbents may be required to work extended hours including evenings and weekends as needed

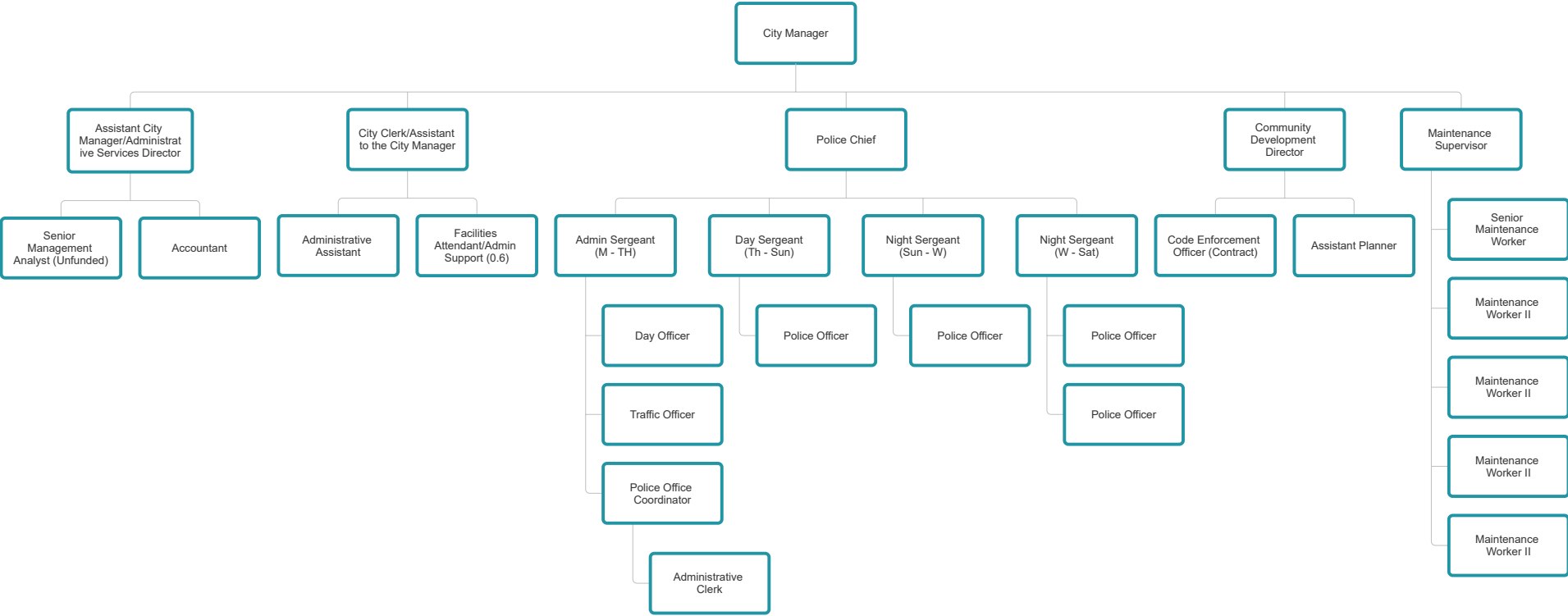
ADDITIONAL REQUIREMENTS

Positions in this classification require the following pre-employment screening measures before an offer of employment can be made:

- Background screening (Livescan)

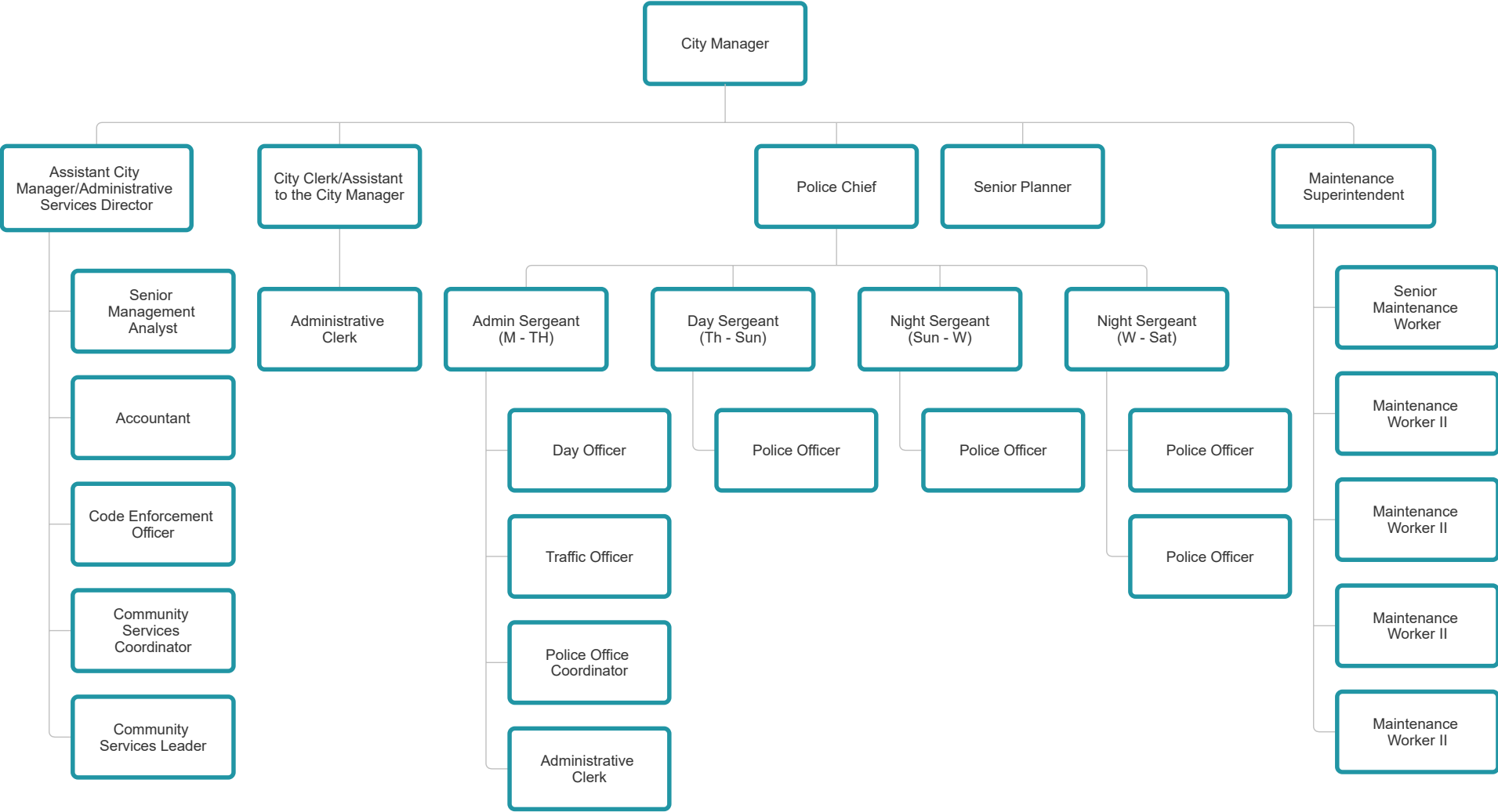
City of Clayton FY 2024-25 Budget Org. Chart

Full Time Equivalent Employees 27.6



City of Clayton FY 2024-25 Mid-Year Proposed Org. Chart Full-Time Equivalent Employees 28.6

EXHIBIT C



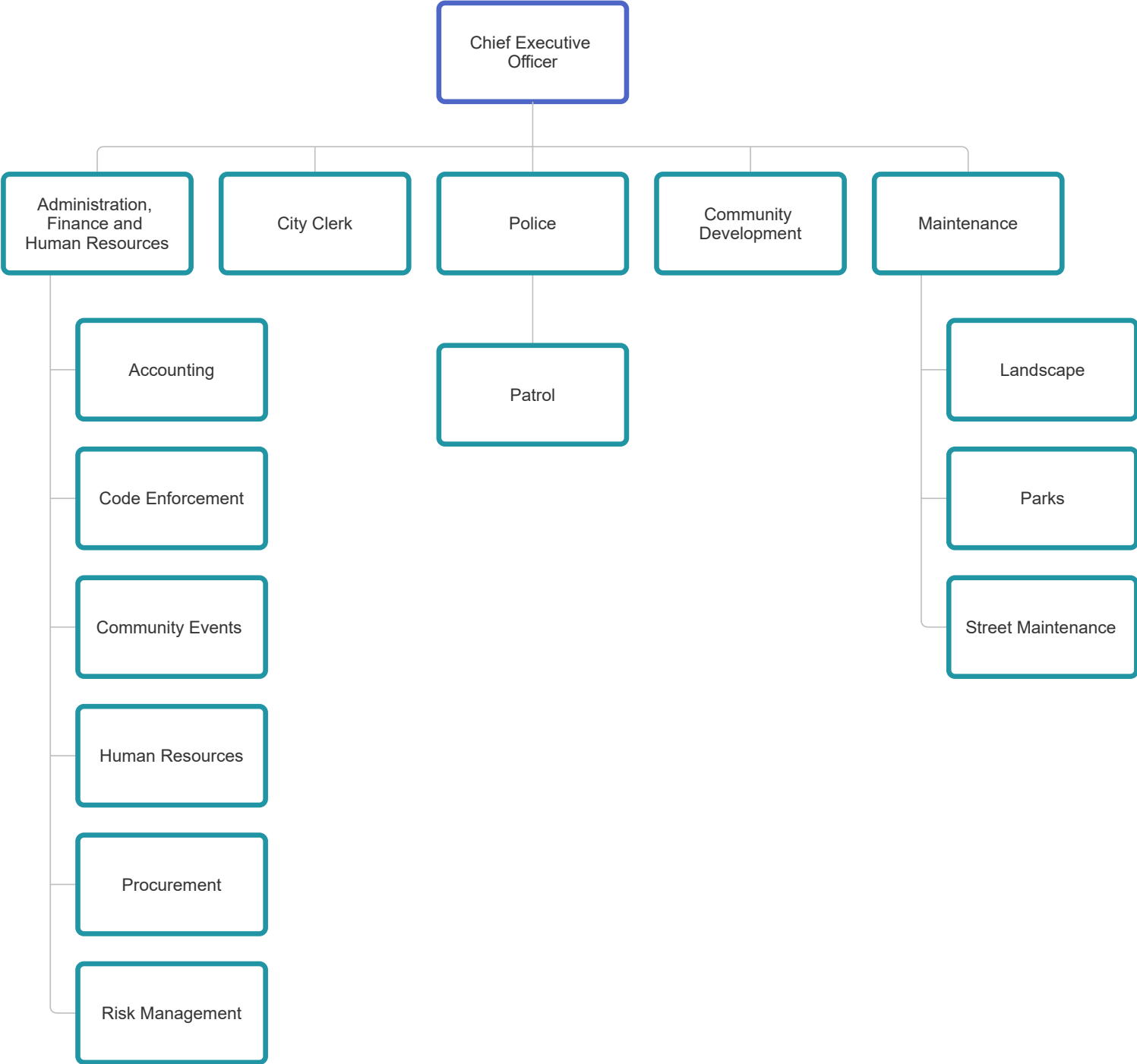


Exhibit E – Total Financial Analysis

COST ANALYSIS			Contract	Total	
FY 2024-25	Wages	Benefits	Expense	Difference	Description
Administrative Clerk	(46,336)	(19,627)	40,878	25,085	Position budgeted 12 months & staffed 6 months
Senior Management Analyst	71,385	17,747	80,000	(169,132)	Position unbudgeted & staffed 6 months
Community Services Coordinator	40,563	17,747	-	(58,310)	Position unbudgeted & staffed 6 months
Community Services Leader	(30,399)	-	-	30,399	Position budgeted 12 months & staffed 6 months
Senior Planner	61,880	23,130	-	(85,010)	Position unbudgeted & staffed 6 months
Assistant Planner	(99,599)	(42,798)	-	142,397	Position budgeted & not staffed
Community Dev Dir	(167,624)	(46,261)	97,650	116,235	Position budgeted & not staffed
Total Savings	(170,130)	(50,061)	218,528	1,663	

COST ANALYSIS	Wages	Benefits	Contract	Total	
FY 2025-26	Budget	Budget	Expense	Difference	Description
Administrative Assistant	In FY 2024-25 Budget			-	
Senior Management Analyst	143,188	49,436		-	
Recreation Coordinator	83,869	41,264		-	
Recreation Leader	In FY 2024-25 Budget			-	
Senior Planner	131,313	47,648		-	
Assistant Planner	(104,579)	(42,798)		-	Will Not Be Filled
Community Dev Dir	(176,005)	(49,436)		-	Will Not Be Filled
Total Cost	77,786	46,114	-	123,899	