



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

**Tuesday, December 17, 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 November 19, 2024, Meeting Minutes. (City Clerk)
[\(View\)](#)
- b. Adopt a Resolution declaring the Contra Costa County Elections Office's Results of Canvass of Returns in the November 5, 2024, General Municipal Election has Resulted in Three Citizens Elected to the City Council of Clayton, California for Full Four-year Terms of Office.
(City Clerk)
[\(View\)](#)
- c. Approve the 2025 City Council Meeting Schedule. (City Clerk)
[\(View\)](#)
- d. Adopt a Resolution Accepting the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP No. 2306 & Federal Project No. STPL-5386(011)) performed by Rapid Grading Services, Inc. as Complete, Approving the Notice of Completion, Directing the City Clerk to Record same with the County Recorder, and Authorizing Payment of all Retained Funds to Rapid Grading Services, Inc. (City Engineer)
[\(View\)](#)

5. **RECOGNITIONS AND PRESENTATIONS**

- a. Proclamation Honoring Kent Ipsen on Skipolini's 50th Anniversary
- b. Resolution from Senator Glazer Honoring Mayor Jim Diaz
- c. Informational Only – No Action Requested
 - Human Rights Day – December 10

6. **ACTION ITEMS**

- a. Adopt a Resolution Appointing CalPERS Retired Annuitant Donald Mort to the Position of Interim Chief of Police and Approving an Employment Contract Pursuant to California Government Code Section 21221(h).
(City Manager)
[\(View\)](#)

- b. Approve a Professional Services Agreement with 4LEAF, Inc., to Provide Code Enforcement Services including the Staffing of the Position of Code Enforcement Officer for a one-year term effective December 5, 2024, with four One-Year Extensions and an amount not to exceed \$100,000 per year with a 3% Annual Escalator. (Assistant City Manager)
[\(View\)](#)

7. **REPORTS**

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

8. **PUBLIC HEARINGS**

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

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

10. **COUNCIL REPORTS**

11. **REMARKS BY OUTGOING CITY COUNCILMEMBER**

- a. Presentation of Resolution from Supervisor Ken Carlson

12. **SWEARING IN OF RE-ELECTED AND NEWLY ELECTED COUNCILMEMBERS**

13. **ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL**

- a. Election of the Mayor for a 1-year term (December 2024 - December 2025)
- b. Election of the Vice-Mayor for a 1-year term (December 2024 - December 2025)
- c. Recognition and Remarks by the New Mayor and Councilmember
- d. Welcome Reception

14. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be January 7, 2025.
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 agenda item or non-agenda item (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, NOVEMBER 19, 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; City Attorney, Mala Subramanian; and Police Administrative Clerk, Gabriela Saucedo

2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Diaz

Mayor Diaz announced that he would be re-ordering the agenda to move Item 5 - Recognitions and Presentations, ahead of Item 3 - Public Comment.

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 campaign signs that were removed from her property and concerns with the candidate campaigns

Keith Hayden – Spoke regarding concerns with the way campaigns were run this election cycle and the importance of creating a safe environment

Maria Shulman – Spoke regarding missing campaign signs and not being affiliated with a local political action committee.

Richard Enea – Spoke regarding missing campaign signs, how he ran his campaign and thanked his family.

Ed Miller – Shared information regarding the Biennial checklist return to source funds checklist being sent to cities and what funds are available to Clayton.

4. CONSENT CALENDAR

It was moved by Councilmember Wan, seconded by Vice Mayor Trupiano, to approve Consent Calendar items 4(a) - 4(c) as presented. (Passed; 5- 0).

- a. Approval of the October 15, 2024, Meeting Minutes (City Clerk)
- b. Adopt a Resolution Approving the Amended Conflict of Interest Code of the City of Clayton. (City Clerk)

Resolution 39- 2024

- c. Approve a Professional Services Contract With Peregrine Technologies, Inc. for Access to their Public Safety Data Application. (Police Chief)

Contract 2024-29

Mayor Diaz opened the item to public comment. There were no members of the public wishing to speak on the consent calendar.

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.

Councilmember Cloven presented the awards with the assistance of Mount Diablo Elementary and Diablo Middle View School Principals and teachers.

- b. Certificate of Appreciation – Jacalyn Ferrer, Former Contra Costa Library Commissioner

Vice Mayor Trupiano read the certificate, and the council thanked Ms. Ferrer for her service to the community. Ms. Ferrer was not in attendance.

- c. Informational Only – No Action Requested
- Native American Heritage Month
 - Dutch American Heritage Day – November 13th
 - Homeless Awareness Week – November 11th to November 23rd

Mayor Diaz read the informational proclamations.

6. **REPORTS**

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

Kris Lofthus, City Manager shared information about the Holidays in the Grove event on December 7th, when the election will be certified, thanked the candidate for running and congratulated the successful candidates. Mr. Lofthus also shared that the December 3rd meeting will be canceled, and the swearing-in ceremony will be conducted on December 17th.

7. **PUBLIC HEARINGS**

(There were 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)

Kris Lofthus, City Manager provided an overview of the plaque and installation location. Following discussion by the City Council, Mayor Diaz opened the item to public comment. There were no members of the public wishing to speak on this item.

It was moved by Councilmember Cloven and seconded by Councilmember Tillman to 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. (Passed; 5-0)

- 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)

Regina Rubier, Assistant City Manager provided an overview of the plaque and installation location. Following discussion by the City Council, Mayor Diaz opened the item to public comment. There were no members of the public wishing to speak on this item.

It was moved by Vice Mayor Trupiano and seconded by Councilmember Wan to 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. (Passed; 4-0 Councilmembers Tillman and Wan, Vice Mayor Trupiano, and Mayor Diaz; Abstained:1 Councilmember Cloven)

Staff presented Items 8c – 8g together.

- 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)
- 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)
- 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)
- 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)
- 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)

Regina Rubier, Assistant City Manager provided an overview of the recommended positions and related budget adjustments. Following discussion by the City Council, Mayor Diaz opened the item to public comment:

Doug – Spoke regarding the proposed positions and concerns with the related budget adjustments.

Ed Miller – Spoke regarding the proposed positions and concerns with the related budget adjustments.

Keith Hayden – Spoke regarding the proposed positions and concerns with the related budget adjustments.

Lauren Stevens – Spoke regarding the proposed positions, current assignment with the city, and previous experience.

Items 8c - 8g continued to the call of the Council.

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

Councilmember Tillman requested to agendaize a discussion with the City Attorney to discuss hiring an independent third party to conduct an investigation and requested governance training for the City Council, and requested an email to members of the Council and Councilmember elect regarding the Brown Act and Special meetings.

10. COUNCIL REPORTS

Councilmember Wan attended: Budget & Audit, and City Sponsored Special Events committee meetings and spoke with residents regarding the campaigns.

Councilmember Cloven spoke with residents, and stated it was a pleasure to have served on the council.

Councilmember Tillman attended: the League of California Cities Annual Conference and various sessions; Spoke regarding an interaction with Mayor Diaz; Bedford Block Party, Clayton Valley Village Annual Sunday Supper and Fundraiser, CBCA Meeting, Clayton Community Church Hay Day; Fentanyl Awareness event with Office Swiatko, Mt. Diablo Education Foundation Board meeting, League of California Cities Leadership Committee Meeting, Firewise meetings; Met with: Girl Scout Troop 3090 (Democracy in Action badge activity).

Vice Mayor Trupiano attended meetings for: East Bay Economic Alliance, City Sponsored Special Events Committee, Budget & Audit Committee, Library Foundation; attended the Mayors Conference.

Mayor Diaz attended Celebrations of Life, and meetings for: County Connection Board, 100 Club Dinner, East bay Regional Communication;

attended: Veterans' Day event, Mayors Conference; Met with: City Manager. And shared information on city holiday decorating taking place downtown on November 23rd.

11. **ADJOURNMENT** – on a call by Mayor Diaz, The City Council adjourned its meeting at 9:28 p.m.

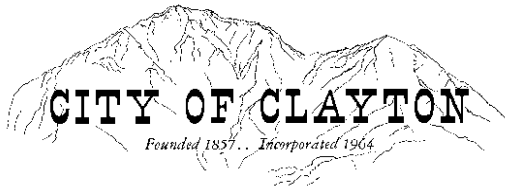
Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.

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 Manager

DATE: December 17, 2024

SUBJECT: Adopt a Resolution Approving the Results of the Canvass of Returns in the November 5, 2024 Clayton General Municipal Election Declaring Three Citizens Elected to the City Council of Clayton, California for Full Four-Year Terms of Office

RECOMMENDATION

Adopt a Resolution declaring the Contra Costa County Elections Office's results of canvass of returns in the November 5, 2024, General Municipal Election has resulted in two citizens elected to the City Council of Clayton, California for full four-year terms of office.

BACKGROUND

The Contra Costa County Elections Department completed the canvass of the November 5, 2024, General Municipal Election on December 3rd and released the result documents to cities on December 4th. Prior to the departure of Councilmember Cloven and before Councilmember – elect Richard Enea can be sworn in, the sitting council must adopt the results of the election.

DISCUSSION

None.

FISCAL IMPACT

None.

CEQA IMPACT

None.

ATTACHMENTS

1. Resolution declaring the Contra Costa County Elections Office's results of canvass of returns in the November 5, 2024 General Municipal Election
2. Election Certification 2024

RESOLUTION NO. XX-2024

A RESOLUTION APPROVING THE RESULTS OF CANVASS OF RETURNS IN THE 2024 CLAYTON GENERAL MUNICIPAL ELECTION AND DECLARING THREE CITIZENS ELECTED TO THE CITY COUNCIL OF THE CITY OF CLAYTON

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

WHEREAS, a duly noticed Clayton General Municipal Election was held in the City of Clayton on November 5, 2024, for the purpose of voting for candidates for three (3) full-term offices of Council Member on the City Council of the City of Clayton; and

WHEREAS, following the canvass of returns by the Contra Costa County Clerk and receipt of her report by the City Clerk, the City Council met in a regular public meeting on December 19, 2024, to consider the canvassed returns of the election pursuant to and in accordance with applicable provisions of the California Elections Code; and

WHEREAS, the City Council finds that there were five precincts in the City of Clayton established for holding the November 2024 General Municipal Election; and

WHEREAS, the City Council finds that the number of ballots cast in the City of Clayton at the General Municipal Election as of December 3, 2024, is 8,638, an 83.95% turnout; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clayton, California that the following candidates (listed in order of most votes) for the Three available elected offices of Council Member of the City Council of the City of Clayton did receive the Three highest number of votes as shown on "Exhibit A", and are herewith declared to be the Three (3) Council Members duly elected to serve on the Clayton City Council for a four-year term of office and until the results of the November 2028 General Municipal election are canvassed and accepted:

Richard G. Enea

Letecia "Holly" Tillman

Jim Diaz

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 17th day of December, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk

(Report has been altered to show only City of Clayton results)

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

Precincts Reported: 5 of 5 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		6,294	958	7,252 / 8,638	83.95%
Candidate	Party	Vote By Mail	In-Person	Total	
RICHARD G. ENEA		3,461	527	3,988	26.83%
LETECIA "HOLLY" TILLMAN		3,451	381	3,832	25.78%
JIM DIAZ		3,088	459	3,547	23.87%
MARIA SHULMAN		3,029	466	3,495	23.52%
Total Votes		13,029	1,833	14,862	

CERTIFICATE OF COUNTY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE
City of Clayton
NOVEMBER 5, 2024 GENERAL ELECTION


State of California)
) ss.
County of Contra Costa)

I, Kristin B. Connelly, County Clerk-Recorder in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Clayton**, in said county at the General Election held on November 5, 2024. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 3rd day of December, 2024.

Kristin B. Connelly, County Clerk-Recorder



By: 
Jacob Stull, Deputy Clerk



STAFF REPORT

TO: Honorable Mayor and Councilmembers
FROM: Stephanie Cabrera-Brown, City Clerk/Assistant to the City Manager
DATE: December 17, 2024
SUBJECT: Approval of the 2025 City Council Meeting Calendar

RECOMMENDATION

Approve the 2025 City Council, Budget and Audit Committee, and City Sponsored Special Events Committee meeting calendar.

BACKGROUND

The City Council approves a schedule of its regular meetings for each calendar year. This calendar also includes committees comprising of council members such as the Budget and Audit, and the City Sponsored Special Events Committees.

DISCUSSION

Discuss the proposed 2025 City Council meeting calendar.

FISCAL IMPACTS

There is no financial impact in approving the 2025 City Council meeting calendar.

ATTACHMENTS

1. 2025 City Council Regular Meeting Calendar

Proposed 2025 City Council Meeting Schedule

Below are the proposed 2025 meeting dates for the City Council, Budget & Audit Committee, and City Sponsored Special Events Committee. Dates that conflict with a holiday or other planned City events have been canceled.

Key

CC – City Council

B&A – Budget and Audit Committee

CSSE – City Sponsored Special Events Committee

January

CC 1st Tuesday: January 7

CC 3rd Tuesday: January 21 – **No meeting**

B&A 2nd Monday: January 13

CSSE 4th Monday: January 27

February

CC 1st Tuesday: February 4

CC 3rd Tuesday: February 18

B&A 2nd Monday: February 10

CSSE 4th Monday: February 24

March

CC 1st Tuesday: March 4

CC 3rd Tuesday: March 18

B&A 2nd Monday: March 10

CSSE 4th Monday: March 24

April

CC 1st Tuesday: April 1

CC 3rd Tuesday: April 15

B&A 2nd Monday: April 14

CSSE 4th Monday: April 28

May

CC 1st Tuesday: May 6
CC 3rd Tuesday: May 20
B&A 2nd Monday: May 12
CSSE 4th Monday: May 26 – **No meeting***

***Committee will select a special meeting date before the first concert.**

June

CC 1st Tuesday: June 3
CC 3rd Tuesday: June 17
B&A 2nd Monday: June 9
CSSE 4th Monday: June 23

July

CC 1st Tuesday: July 1 – **No meeting**
CC 3rd Tuesday: July 15
B&A 2nd Monday: July 14
CSSE 4th Monday: July 28

August

CC 1st Tuesday: August 5 – **No meeting****
CC 3rd Tuesday: August 19
B&A 2nd Monday: August 11
CSSE 4th Monday: August 25

**** National Night Out**

September

CC 1st Tuesday: September 2 – **No meeting**
CC 3rd Tuesday: September 16
B&A 2nd Monday: September 8
CSSE 4th Monday: September 22

October

CC 1st Tuesday: October 7
CC 3rd Tuesday: October 21
B&A 2nd Monday: October 13
CSSE 4th Monday: October 27

November

CC 1st Tuesday: November 4***
CC 3rd Tuesday: November 18
B&A 2nd Monday: November 10
CSSE 4th Monday: November 24

***** May be canceled if an election conflicts.**

December

CC 1st Tuesday: December 2
CC 3rd Tuesday: December 16
B&A 2nd Monday: December 8
CSSE 4th Monday: December 22– **No meeting**



City Council Agenda Item 4d

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Larry Theis, City Engineer

DATE: December 17, 2024

SUBJECT: Adopt a Resolution Accepting the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP No. 2306 & Federal Project No. STPL-5386(011)) performed by Rapid Grading Services, Inc. as Complete, Approving the Notice of Completion, Directing the City Clerk to Record same with the County Recorder and Authorizing Payment of all retained funds to Rapid Grading Services, Inc. 35 days after recording of the Notice of Completion

RECOMMENDATION

Adopt a Resolution accepting the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP No. 2306 & Federal Project No. STPL-5386(011)) performed by Rapid Grading Services, Inc. as complete, approving the attached Notice of Completion, directing the City Clerk to record same with the County Recorder and authorizing the payment of all retained funds to Rapid Grading Services, Inc. 35 days after recording the Notice of Completion.

BACKGROUND

On July 16, 2024, the City Council approved the award of a construction contract to Rapid Grading Services, Inc. of Hayward, California in the amount of \$651,011.59 for the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP No. 2306 & Federal Project No. STPL-5386(011)); which included authorizing project expenditures up to \$814,000 in order to include a 25% contingency. Clayton's Capital Improvement Program construction contract budget for this project in FY 2024/2025 is \$852,150. The CIP also budgeted \$195,000 for engineering and \$154,879 for construction management/inspection. The total project budget in FY24/25 is \$1,202,029.

DISCUSSION

The Notice to Proceed was issued to Rapid Grading Services, Inc. on August 29, 2024, with the 1st working day set for September 3, 2024. The contractor had 50 working days to complete the project. The contractor reached substantial completion of the project in early November prior to the 50th working day deadline of November 12, 2024.

The work completed was primarily micro-surfacing treatment of asphalt pavement on segments of Mitchell Canyon Road, Mountaire Parkway, Mt. Vernon Drive, Pinot Court, Mt. Dell Drive, Fleming Drive, Caulfield Court, Capistrano Court, and Regency Drive; including upgrading any existing curb ramps to current ADA standards.

During construction, the City processed three additional contract change orders that included some sod repair work around an ADA curb ramp, additional sidewalk repairs, and increased quantities of micro-surfacing, adding two curb ramp upgrades, and expanded pothole repairs/digouts.

FISCAL IMPACT

Construction Contract:

Original Bid Contract:	\$651,011.59	
Change Order #1 (Sod Repairs)	\$ 100.00	
Change Order #2 (Add. Sidewalks)	\$ 13,000.00	
Change Order #3 (Quantities increase)	\$ 74,172.17	
SUBTOTAL	\$738,283.76	CIP Budget \$852,150.00

Construction Management/Inspection \$ 83,098.69 CIP Budget \$154,879.00

Engineering/Project Management \$233,080.00 (Includes prior FY costs, projected to finish)

Overall Project TOTAL	\$1,054,462.45	
FED GRANT CREDIT	(\$308,000.00)	
CCTA GRANT CREDIT	<u>(\$409,173.00)</u>	
Remaining Balance	\$337,289.45	From Fund 202 RMRA Gas Tax

The project is within the project CIP FY24/25 budget and any remaining unspent dollars (~\$280,000) will be returned/remain in the RMRA Gas Tax to be re-allocated for future road projects.

To date the City has made payments totaling \$701,369.57 to Rapid Grading Services, Inc. A retention (5% of contract) of \$36,914.19 will be released to Rapid Grading Services, Inc. guaranteeing completion of the project for a total construction contract expenditure of \$738,283.76.

With the City Council acceptance of this work and the recording of the Notice of Completion, the City will release all retained funds 35 days after recordation at the County Clerk Recorder

of the Notice of Completion if no claims are made against Rapid Grading Services, Inc. by a material supplier or subcontractor.

CEQA IMPACT

None.

ATTACHMENTS

1. Resolution Accepting 2024 Paving Project as Completed
2. Notice of Completion 2024 Paving Project

RESOLUTION NO. XX-2024

A RESOLUTION ACCEPTING THE CITY OF CLAYTON (2024) NEIGHBORHOOD STREET REHABILITATION PROJECT (CIP NO. 2306 & FEDERAL PROJECT NO. STPL-5386(011)) PERFORMED BY RAPID GRADING SERVICES, INC. FROM HAYWARD, CA, AS COMPLETE, APPROVING THE NOTICE OF COMPLETION, DIRECTING THE CITY CLERK TO RECORD SAME WITH THE COUNTY RECORDER AND AUTHORIZING THE PAYMENT OF ALL RETAINED FUNDS TO RAPID GRADING SERVICES, INC. 35 DAYS AFTER RECORDING OF THE NOTICE OF COMPLETION.

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

WHEREAS, on July 16, 2024, the City Council of Clayton, California did award a low-bid contract to Rapid Grading Services, Inc. for the construction of the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP No. 2306 & Federal Project No. STPL-5386(011)); and

WHEREAS, Rapid Grading Services, Inc., represents that it has completed construction of the work in conformance with the project specifications and that the project is now ready for acceptance by the City; and

WHEREAS, the City Council must accept the work as complete and order the filing of a Notice of Completion prior to release of the retained funds; and

WHEREAS, the City's Construction Manager, Park Engineering, has inspected the completed work and determined that the completed work is in compliance with project plans and specifications for the rehabilitation of asphalt street resurfacing using micro-surfacing and upgrading curb ramps; and

WHEREAS, the City Engineer has determined that the completed work is in compliance with the project specifications; and

WHEREAS, in its accompanying report the City Engineer recommends that the City Council adopt this Resolution accepting the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP No. 2306 & Federal Project No. STPL-5386(011)) performed by Rapid Grading Services, Inc., approving the Notice of Completion, directing the City Clerk to record same with the County Recorder and authorizing the payment of all retained funds to Rapid Grading Services, Inc., 35 days after recording the Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, California, does hereby accept as complete, as of the date of adoption of this Resolution, accepting the City of Clayton (2024) Neighborhood Street Rehabilitation Project (CIP

No. 2306 & Federal Project No. STPL-5386(011)) performed by Rapid Grading Services, Inc., approving the Notice of Completion, directing the City Clerk to record same with the County Clerk Recorder and authorizing the payment of all retained funds to Rapid Grading Services, Inc. 35 days after recording the Notice of Completion.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 17th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

4d Attachment 2

City Clerk/City Engineer
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

NO FEE DOCUMENT
(Government Code section 27383)

**NOTICE OF COMPLETION for
City of Clayton (2024) Neighborhood Street Rehabilitation Project CIP No. 2306
(Contractor: Rapid Grading Services, Inc.)**

NOTICE IS HEREBY GIVEN by the undersigned is the Owner of work and those certain improvements, to wit:

City of Clayton (2024) Neighborhood Street Rehabilitation Project CIP No. 2306

Project location: Various streets including Mitchell Canyon Road, Mountaire Parkway, Mt. Vernon Drive, Pinot Court, Mt. Dell Drive, Fleming Drive, Caulfield Court, Capistrano Court, and Regency Drive in the City of Clayton, Contra Costa County, California:

Property Owner: Interest in Property or Right of Way is owned by City of Clayton (a municipal corporation, located at 6000 Heritage Trail, Clayton CA 94517 located in the County of Contra Costa, State of California).

The contract which has heretofore been let to Rapid Grading Services, Inc., and which contract was filed for record in the City Clerk's office in the City of Clayton, Contra Costa County, California, was actually completed in accordance with the plans and specifications, and the work was completed and accepted by the City of Clayton, on December 17, 2024.

Information pertaining to the estimate of cost, names of bidders with prices bid, changes in adopted and approved plans and specifications, and the total cost of work is on file at the City Clerks' office of the City of Clayton.

CITY OF CLAYTON,
a municipal corporation

Date: _____

By: _____
Lawrence Theis, City Engineer,
R.C.E. #67662
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

I hereby certify, under penalty of perjury, that the above Notice of Completion was duly accepted by the City Council of the City of Clayton at a meeting thereof held on December 17, 2024.

Stephanie Cabrera-Brown, City Clerk

[VERIFICATION ON FOLLOWING PAGE]

VERIFICATION

I, Kris Lofthus, state that I am the Authorized Agent of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CITY OF CLAYTON

Date: _____

By: _____
Kris Lofthus, City Manager



City Council Agenda Item 6a

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Kris Lofthus, Finance Advisor

DATE: December 17, 2024

SUBJECT: Adopt a Resolution Appointing CalPERS Retired Annuitant Donald Mort to the Position of Interim Chief of Police and Approving an Employment Contract Pursuant to California Government Code Section 21221 (h)

RECOMMENDATION

Adopt Resolution appointing CalPERS retired annuitant Donald Mort to the position of Interim Chief of Police and approving an employment contract pursuant to California Government Code Section 21221(h).

BACKGROUND

The City's Chief of Police position will be vacant on December 19, 2024, as the City's current Chief of Police has accepted an offer of employment in another jurisdiction. The City is working on retaining a firm to assist with the recruitment of a permanent Chief of Police, but the recruitment could take several months before the City will be able to bring a new Chief of Police on board.

In the meantime, the City must bring on an Interim Chief of Police to ensure that the City can maintain our local law enforcement presence effectively. Mr. Mort is a highly qualified and experienced law enforcement executive and retired Chief of Police who possesses the critically needed skills and experience to serve as an Interim Chief of Police. The Resolution and Agreement before the City Council this evening would appoint retired Chief of Police Donald Mort to the position of Interim Chief of Police for the City of Clayton during the period of recruitment.

DISCUSSION

The Public Employee's Retirement Law (PERL) generally prohibits CalPERS employers from hiring retirees unless they are first reinstated from retirement; however, an exception to this rule allows local agencies to hire retired annuitants pursuant to Government Code Section 21221(h), provided certain key eligibility requirements are satisfied. Under this Government Code provision, a retiree may serve without reinstatement when the services of a retiree possessing specialized skills are needed during recruitment for a permanent appointment, as is the case with this proposal. Specifically, the temporary employment under Government Code section 21221(h) requires the following conditions and limitations be met:

- the interim appointment is “critically needed” during the period of the recruitment for a permanent appointment to the Chief of Police position;
- the vacant position requires “specialized skills”
- the appointment to the current vacancy can only be made once and cannot be extended;
-
- the annuitant's employment will not exceed 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined;
- the annuitant's pay rate will not exceed the maximum monthly paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position, divided by 173.333 hours per month to equal an hourly rate;
- the annuitant will not receive any health benefits, compensation in lieu of health benefits, or paid vacation, administrative, or sick leave; and
- the retired annuitant will certify that they have not received unemployment insurance payments for prior retired annuitant work for any CalPERS employer within 12 months prior to the appointment date.

FISCAL IMPACT

The annuitant will be compensated at the maximum salary permissible for this position of \$83.20 per hour (\$14,420.97 monthly salary/173.333 hours per month) in accordance with the City's adopted salary schedule for FY2024/25 for the Chief of Police classification beginning on or about December 26, 2024 and will receive no other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. If during the interim appointment the salary range for the Chief of Police is adjusted and reflected on a salary scheduled adopted by the City Council, the hourly rate for the annuitant position will be adjusted accordingly. The cost for this agreement can be accommodated within the adopted budget.

Attachment(s)

1. Resolution Approving Appointing CalPERS Retired Annuitant Donald Mort to the Position of Interim Chief of Police
2. "Exhibit A", Employment Agreement

RESOLUTION XX-2024

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON APPOINTING CALPERS RETIRED ANNUITANT DONALD MORT TO THE POSITION OF INTERIM CHIEF OF POLICE FOR THE CITY OF CLAYTON, CA AND APPROVING AN EMPLOYMENT CONTRACT PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

WHEREAS, this is not a project as defined by CEQA;

WHEREAS, the Chief of Police position will be vacant on December 19, 2024, and the City will be posting the position in order to recruit a permanent replacement;

WHEREAS, during the recruitment, selection and employment of a Chief of Police, the City Council desires to appoint Donald Mort as an interim appointment retired annuitant to the vacant position of Chief of Police pursuant to Government Code section 21221(h), effective December 19, 2024, to provide the leadership, managerial and organizational skills necessary to manage the Police Department effectively and efficiently;

WHEREAS, the Public Employee's Retirement Law (PERL) generally prohibits CalPERS employers from hiring retirees unless they are first reinstated from retirement; however, an exception to this rule allows such employers to hire retired annuitants pursuant to Government Code section 21221(h), subject to certain key eligibility requirements;

WHEREAS, under the Government Code, a retiree may serve in a vacant position that is undergoing an active recruitment without reinstatement when the services of a retiree possessing specialized skills are needed during the recruitment;

WHEREAS, Donald Mort is a highly qualified and experienced law enforcement executive and retired Chief of Police who possesses the critically needed skills and experience to serve as Chief of Police on an interim basis;

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the City retained the firm of Kreins Consulting to conduct the recruitment for a permanent appointment to the Chief of Police position and it is anticipated that a recruitment brochure will be published shortly;

WHEREAS, this Government Code Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent appointment to the vacant position of Chief of Police commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Donald Mort pursuant to the terms of an employment agreement;

WHEREAS, it is understood by the City and Donald Mort that the combined total hours to be served by him in any fiscal year, for all positions with any CalPERS employer

combined, shall not exceed the 960-hour limitation set forth in California Government Code Section 21221(h) and Section 7522.56(d);

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, Donald Mort will be compensated at the maximum salary permissible for the Chief of Police position of \$83.20 per hour (\$14,420.97 monthly salary/173.333 hours per month) in accordance with the City's adopted salary schedule for FY2024/25 for the Chief of Police classification;

WHEREAS, if during the interim appointment the salary range for the Chief of Police is adjusted and reflected in a salary schedule approved by the City Council, the hourly rate for Donald Mort's annuitant position as interim Chief of Police will be adjusted accordingly;

WHEREAS, Donald Mort will not receive any other benefit, incentive, compensation in lieu of benefit or any other form of compensation in addition to the hourly pay rate;

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), Donald Mort must certify in writing to the City upon accepting an offer of employment, that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment; and

WHEREAS no additional budget resources are requested.

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

Section 1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

Section 2. Donald Mort has the specialized skills needed to perform the work required to fulfil the responsibilities of the vacant Chief of Police position on an interim basis until a permanent Chief of Police is appointed and thereafter begins his or her service.

Section 3. The City Council hereby appoints Donald Mort as Chief of Police on an interim basis effective December 19, 2024 pursuant to the authority provided under Government Code Section 21221(h), during the recruitment, selection and employment of a permanent Chief of Police, to provide the critically-needed, specialized skills necessary to manage the Police Department.

Section 4: The employment agreement for Donald Mort, a copy of which is incorporated herein as **Exhibit 1**, is approved by the City Council.

Section 5. The City Manager is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Manager and City Attorney.

* * * * *

ADOPTED ON the 17th day of December 2024 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST

Stephanie Cabrera-Brown, City Clerk



Community Development
(925) 673-7340
Engineering (925) 673-7300

6000 HERITAGE TRAIL CLAYTON, CALIFORNIA 94517
Telephone: (925) 673-7300

City Council
Jim Diaz, MAYOR
Kim Trupiano, VICE MAYOR
Peter Cloven, COUNCILMEMBER
Holly Tillman, COUNCILMEMBER
Jeff Wan, COUNCILMEMBER

December 17, 2024

Donald Mort

RE: RETIRED ANNUITANT CONTRACT- INTERIM Chief of Police

Dear Mr. Mort:

I am pleased to offer you, as a CalPERS retired annuitant, a limited duration opportunity with the City of Clayton's Police Department as an Interim Chief of Police beginning on or about December 26, 2024. Your appointment is made pursuant to Government Code Section 21221(h) because of the resignation of the current Chief of Police creating a vacancy for which your specialized knowledge and skills are needed during the time it takes to recruit and fill this position. The City has already begun the process to recruit a permanent Chief of Police.

For your information, CalPERS has established specific rules relating to temporary employment after retirement. Please see CalPERS publication titled "*Employment After Retirement*" (<https://www.calpers.ca.gov/docs/forms-publications/employment-after-retirement.pdf>), which outlines the conditions and limitations of service after retirement and sets forth the following retired annuitant employment requirements:

- You possess specialized skills needed to perform work of limited duration during recruitment for a department-head level position.
- Your temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th) for employment with all CalPERS employers combined.

- The pay rate you receive is not less than the minimum nor exceeds the maximum monthly paid to other employees performing comparable duties, divided by 173.33 to equal an hourly rate.
- Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.
- You cannot be appointed as a retired annuitant if you received unemployment insurance payments for prior retired annuitant work for any CalPERS employer within 12 months prior to the appointment date. Upon accepting employment, you must certify in writing to the employer (City of Clayton) that you comply with this requirement.

Compensation

The City of Clayton is offering to compensate you at the maximum monthly salary permissible for this position, which is \$83.20 per hour beginning on December 26, 2024. If the salary range for the Chief of Police position is increased during the term of your appointment and reflected on a salary schedule approved by the City Council, your pay rate will be adjusted accordingly. This rate is based on the currently approved salary schedule for FY2024/25. You will not receive any health benefits, compensation in lieu of health benefits, or paid vacation, administrative, or sick leave.

Your work hours shall not exceed the 960 hours per fiscal year allowed by statute. Work hours will be tracked via the City's payroll system.

Duties

Your Interim Chief of Police duties will include all of the customary duties of a Chief of Police.

Term

The term of this Agreement shall be effective on or about December 26, 2024 after your appointment is approved by the City Council, and shall be a single appointment ending on the date immediately preceding the date on which the regular appointee to the vacant position of Chief of Police commences his or her employment or, if earlier, the date that this appointment is terminated by the you or the City.

To the extent that your hours worked reach 960 hours prior to June 30 you shall cease any further work until the following July 1st should this Agreement continue to be in effect.

Retired Annuitant Status

If you have questions relating to employment after retirement, you should consult with CalPERS directly at 888- 225-7377 or www.calpers.ca.gov The CalPERS publication titled *Employment After Retirement* outlines the conditions and limitations of service after retirement and can be found on the CalPERS website.

Certification of No Unemployment Benefits and No Other Public Agency Work

By signing this letter, you are certifying that you have not received unemployment benefits related to retired annuitant employment with any public employer in the last twelve (12) months.

By signing this letter, you are also certifying that you have not worked for another CalPERS public agency during the fiscal year.

Execution of Agreement

If the terms of this temporary interim assignment are in accordance with your understanding of the job, please sign two copies and return both originals.

We are extremely pleased you have chosen to work for the City of Clayton after retirement. We have every reason to believe that you will have a rewarding and gratifying experience serving our community in your new capacity.

Approved:

Kris Lofthus, City Manager

Date

Acknowledgement and Certification

I hereby accept and certify that I will abide by all terms and conditions set forth in this contract as a CalPERS annuitant working for the City of Clayton.

Donald Mort

Date



City Council Agenda Item 6b

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: December 17, 2024

SUBJECT: Approval of a Consulting Agreement with 4LEAF, Inc., to Provide Code Enforcement Services Including Staffing the Positions of Code Enforcement Officer

RECOMMENDATION

Approve a Professional Services Agreement with 4LEAF, Inc. (4Leaf), to provide code enforcement services including the staffing of the position of Code Enforcement Officer for a one-year term effective December 5, 2024, with four one-year extensions and an amount not to exceed \$100,000 per year with a 3% annual escalator.

BACKGROUND

In May 2024, the City's Code Enforcement Officer (CEO) resigned from his position, and the Community Development Director (CDD) also announced her resignation from City service. With the resignation of two staff members in the Community Development Department, there was an immediate need for planning and development and code enforcement assistance to the City. The City Council approved a contract with 4Leaf on June 4, 2024, to provide the specified services. However, the contract has since expired due to a lack of available funds.

DISCUSSION

With the CEO and CDD positions currently vacant, the previous CDD and Interim City Manager, as part of the transition effort, contacted 4Leaf, a Pleasanton-based multidisciplinary firm specializing in planning, building, and public works. The firm also offers contract planning and code enforcement services to local agencies. 4Leaf's client agencies have included the cities of Concord, Pinole and Sausalito and the counties of Sonoma and Alameda, among others.

Staff anticipates the need for services to continue therefore, staff issued a Request for Qualifications in October 2024 to provide on-going contract planning and code enforcement services. The bid closed on November 1, 2024, and three proposals were received. 4Leaf being the most responsive for the Code Enforcement portion of the bid.

Staff has evaluated the needs of the Code Enforcement Department and options for staffing the Department's positions on an ongoing basis, either through full-time staff, contract staff or a combination thereof.

Staff recommends the most efficient method of staffing is a part-time code enforcement officer through 4Leaf, at approximately 16 hours per week at a rate of \$108 per hour with an amount not to exceed at \$100,000 per year, with an annual 3% escalator as agreed to in the contract.

FISCAL IMPACT

Staff recommends setting the no-to-exceed amount of the contract at \$100,000 per fiscal year with an annual 3% escalator as agreed to in the contract. For the remainder of Fiscal Year 2024 – 25, the fiscal impact of entering into the attached contract with 4Leaf, is expected to be within existing budgetary resources due to the salary savings from the current and impending vacancies of the CEO.

CEQA IMPACT

Approval of this agreement for contract code enforcement staffing is not a project within the meaning of section 15378 of State CEQA Guidelines (California Code of Regulations section 15000 *et seq.*), and therefore, the California Environmental Quality Act (CEQA, Public Resources Code section 21000 *et seq.*) does not apply.

ATTACHMENTS

1. Professional Services Agreement with 4Leaf, Inc.

**CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as December 18, 2024 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 (“City”), and **4LEAF, Inc.** a Corporation with its principal place of business at **2126 Rheem Drive Pleasanton, CA 94588** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

On-call Code Enforcement Services (hereinafter referred to as “the Project”).

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Services.**

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

2. **Compensation.**

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$ 100,000 per year**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. **Additional Work.**

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

Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from December 5, 2024, to December 31, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of

competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

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

15. Reserved.16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Attn: Kris Lofthus, City Manager

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588

Attn: Kevin Duggan, President

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND 4LEAF INC.**

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

CITY OF CLAYTON

4 LEAF INC.

By: _____
Kris Lofthus
City Manager

By: _____
Kevin Duggan
President

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Services

This scope of services will enable the City of Clayton to obtain professional and technical assistance on short notice on an as-needed basis from the selected consultants. The City of Clayton will appoint designated consultants to provide contract support services under the direction of the City Manager, Assistant City Manager and/or Community Development Director. The consultants must be able to provide a broad range of specialized Code Enforcement services and staff to complete task project orders issued by the City of Clayton by direct assignment of its own personnel, including, but not limited to, consultation, planning, administration, specialized analytical studies, and other miscellaneous municipal report writing.

Code Enforcement Service:

- Inspection Staff Coordination On an as-needed basis, the City may request for In-Person Inspection Staffing to perform field inspections on behalf of the City of Clayton. The Consultant shall assign personnel who are professionally qualified to perform field inspections.
- The City requires Consultant Inspectors to have at least one (1) I.C.C. Inspection Certification, as well as the ability to read construction plans. Resumes may be requested by the City Manager, Chief Building Official or their designee for proposed assigned staff.
- The Consultant shall assign one Point of Contact to coordinate Contracted Staffing needs for the City when requested. This may consist of short-term staffing, long-term staffing, and emergency staffing.
- Wages, mileage, and minimum rates shall be established by contract. All materials, resources, tools and training shall be supplied by the Consultant.
- The Consultant shall perform Inspections within the City of Clayton with guidance from the Contra Costa County Building Department's Chief Building Official and/or City of Clayton's Community Development Director.
- Inspections and Corrections shall conform to the latest adopted ICC and CA Building Codes.
- The Consultant shall abide by all City of Clayton Personnel Rules and Regulations.
- The Consultant shall be responsible for the following, but not limited to: inspecting buildings and structures, for which building permits have been issued, for compliance with the Approved Plans

and applicable Codes and Ordinances, issuance of stop work and correction notices, or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system. The Consultant will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

EXHIBIT B

Schedule of Charges/Payments

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

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF CLAYTON

All Rates are Subject to Basis of Charges

Code Enforcement

Code Enforcement Director	\$175/hour
Code Enforcement Manager	\$185/hour
Senior Code Enforcement Officer	\$129/hour
Code Enforcement Officer II	\$122/hour
Code Enforcement Officer I	\$115/hour
Code Enforcement Officer	\$108/hour
Housing Inspector	\$95/hour
Hearing Officer	\$150/hour
Principal-in-Charge	\$250/hour
Hourly overtime charge per inspection.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Project Management

Project Manager	\$210/hour
-----------------------	------------

BASIS OF CHARGES

- Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.
- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.

- Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

Project Management

Project Manager\$210/hour

BASIS OF CHARGES

- Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.
- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.

