



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, MAY 19, 2026
7:00 PM**

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

Jeff Wan, Mayor

Richard Enea, Vice Mayor
Holly Tillman, Councilmember

Jim Diaz, Councilmember
Kim Trupiano, 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

The Consent Calendar includes routine items that are to be enacted by one motion. There will be no separate discussion of these items. If discussion is requested, the item will be removed from the Consent Calendar and considered separately.

(a) Approve May 5, 2026 Minutes

(b) Approve the Resolution (#08-2026) and Authorize the City Manager to Execute the Amended and Restated Contra Costa Clean Water Program Agreement (2026-2041)

(c) Approve the Resolution to Execute the Group Program Inspection Agreement between the City of Clayton and Central Contra Costa Sanitary District and the Contra Costa County Flood Control and Water Conservation District

5. RECOGNITIONS AND PRESENTATIONS

(a) Do The Right Thing

- (b) Presentation of a Proclamation Recognizing Clayton Community Church and Pastor Shawn Robinson for 30 Years of Service to the Clayton Community

6. REPORTS

- (a) City Manager's Report
- (b) City Council/Committees Reports

7. ACTION ITEMS

- (a) Workshop Two on Transaction and Use Tax (Sales Tax) and Landscape Maintenance District (LMD) Renewal – Ballot Measure Options and Direction

8. ADJOURNMENT

The next regularly scheduled meeting will be June 2, 2026. For meeting information and materials, please visit the City's website.

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](#).
- 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's website](#).
- 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](#).
- 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 at (925) 673-7300.
- E-mail Public Comments: Public comment may also be sent to the [City Clerk](#) by 12:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire committee and made part of the official meeting file.

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



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken, Project Manager

DATE: May 19, 2026

SUBJECT: Approve May 5, 2026 Minutes

RECOMMENDATION

Approve minutes of the City Council meeting on May 5th.

ATTACHMENTS

1. City Council 050526 Minutes



**Minutes of the CLAYTON
CITY COUNCIL REGULAR
MEETING AGENDA**

TUESDAY, MAY 5, 2026

7:00 PM

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

Jeff Wan, Mayor

*Richard G Enea, Vice Mayor
Holly Tillman, Councilmember*

*Jim Diaz, Councilmember
Kim Trupiano, Councilmember*

- 1. CALL TO ORDER AND ROLL CALL** - The meeting was called to order at 7:00 p.m. by Mayor Wan held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Diaz, Tillman, Trupiano, Vice Mayor Enea, and Mayor Wan. Councilmembers excused: Councilmember Tillman. Staff present: City Manager, Kris Lofthus; Administrative Services Director, Dennis Bozanich; City Attorney, Malathy Subramanian; Police Chief, Jeremy Crone; Acting City Clerk, Skyler Aitken.
- 2. PLEDGE OF ALLEGIANCE** – led by Mayor Wan
- 3. PUBLIC COMMENT ON NON-AGENDA ITEMS**

Members of the public may address the City Council on 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.

No public comment was made

4. CONSENT CALENDAR

(a) Approve April 21, 2026 Minutes

(b) Authorize the City Manager to Sign an Agreement for On-Call Weed Abatement and

Tree Trimming Services with Waraner Brothers Tree Service for an Amount Not to Exceed \$60,000.

Discussion:

Councilmember Diaz requested discussion on Item 4(b) regarding weed abatement services. Staff explained that the current contractor experienced staffing shortages, causing delays. Waraner Brothers, a prior contractor, was brought in at the same rates to help meet deadlines. Staff emphasized urgency due to seasonal deadlines and noted progress toward completion by June 1.

Additional discussion included:

- *Past performance of Waraner Brothers (considered satisfactory)*
- *Scope clarification issues in prior contracts*
- *Request for a broader beautification/project plan, to be presented under the City Manager's report*

Public Comment: None

Motion: Vice mayor Enea moved to approve the Consent Calendar.

Second: Councilmember Tillman

Result: Motion carried 5-0.

5. RECOGNITIONS AND PRESENTATIONS

- (a) Presentation of a Proclamation Recognizing May 10th through 16th as National Police Week and May 15th as Peace Officers Memorial Day in the City of Clayton.

Mayor Wan read a proclamation recognizing:

- *May 10–16 as National Police Week*
- *May 15 as Peace Officers Memorial Day*

The proclamation honored fallen officers, including Officer Robert Lovell Scott and Reserve Officer Lenny Cantando.

Remarks:

- *Councilmembers and speakers shared personal stories honoring the officers.*
- *Discussion included historical context of policing in Clayton, including past staffing challenges and incidents involving the honored officers.*
- *Speakers emphasized sacrifice, community service, and remembrance.*

No formal action required

6. REPORTS

- (a) City Manager's Report

Personnel Updates:

- *Public Works Director hiring in final stages; anticipated start mid-June*

- *City Clerk recruitment: approximately 110 applications received; interviews expected later in May*

Maintenance & Operations Updates:

- *City owns approximately 532 acres requiring ongoing weed abatement*
- *Status updates provided:*
 - *Completed areas (green)*
 - *Areas in progress (yellow)*
 - *Areas scheduled by end of May (purple)*
- *Target completion near June 1 deadline*

Infrastructure & Maintenance Tracking:

- *Approximately 150+ maintenance items identified (striping, signage, curb painting, reflectors)*
- *Vendor estimates underway; some work to be completed by staff*
- *Target completion by **September 1, 2026***

Capital Projects & Planning:

- *Street paving project bids expected mid-May*
- *Contract award anticipated late June or early July*
- *Ongoing tracking of multiple CIP projects*

Council Discussion Highlights:

- *Concerns about downtown maintenance conditions*
- *Discussion of signage replacement (materials vs. color)*
- *Questions about trail fencing, costs, and jurisdiction boundaries*
- *Suggestion to agendize detailed maintenance discussions*

(b) City Council/Committees Reports

7. ACTION ITEMS

- (a) Consider Renewal of Ordinance No. 495, which adopted the Military Equipment Use Policy, with public engagement and making certain findings, and review and approve acquisition of drones.

Staff Presentation:

Police Chief presented the annual report required under AB481, including:

- *Inventory of military equipment (rifles, less-lethal devices, trailer)*
- *Training and compliance*
- *No deployments in 2025*
- *No complaints or audit issues*
- *Proposal to pursue grant-funded drone (UAS) program (~\$100,000)*

Council Discussion:

- *Clarification on equipment usage and assignment*
- *Questions regarding drone policy transparency and council oversight*
- *Discussion of prior successful drone use (mutual aid with Concord)*
- *Emphasis on public safety benefits and cost neutrality if grant-funded*

Public Comment: None

Motion: Councilmember Tillman made a motion to approve annual report, renew Ordinance No. 495, and approve intent to acquire drones if funded

Second: Councilmember Diaz

Result: Motion carried 5-0.

- (b) Adoption of Resolution 07-2026 to Prohibit Parking During Certain Hours and Place Parking Restriction Signage on Pebble Beach Drive Adjacent to the City of Clayton Open Space.

Staff Presentation:

Police Chief proposed restricting parking to daylight hours due to:

- *Over two dozen complaints of nighttime disturbances*
- *Additional 11 recent complaints*
- *Issues: noise, littering, drinking, safety hazards for maintenance crews*

Council Discussion:

- *Effectiveness of parking restrictions as a deterrent*
- *Concerns that individuals may still gather without vehicles*
- *Clarification of enforceability (parking vs. behavior)*
- *Consideration of alternative measures (lighting, trash receptacles, bench removal)*
- *Emphasis from staff: need for enforceable tool*

Public Comment: None

Motion: Councilmember Diaz made a motion to approve Resolution 07-2026

Second: Councilmember Trupiano

Result: Motion carried 5-0.

- (c) Review FY26 Budget Status and Consider Approval of FY27 Budget Revisions

Staff Presentation:

Finance overview included:

- *FY26 deficit trends due to revenue reductions (including RPTTF)*
- *Adjustments improving projected deficit*
- *FY27 projections:*
 - *Revenue: approx. \$5.9 million*
 - *Expenditures: approx. \$6.229 million*
 - *Deficit reduced significantly from prior projections*

Discussion Highlights:

- *Clarifications on fiduciary fund transfers and administrative charges*
- *Explanation of CIP vs. General Fund expenditures*
- *Discussion of cost savings from staffing changes and IT contracts*
- *Concerns about data alignment and budget presentation accuracy*
- *Overtime trends and staffing impacts*

Public Comment: None

Motion: Vice mayor Enea made a motion to approve FY27 budget revisions and associated augmentations

Second: Councilmember Trupiano

Result: Motion carried 5-0

- (d) Discussion on Transaction and Use Tax (TUT) and Landscape Maintenance District (LMD) Renewal

Overview:

No formal vote taken.

Discussion Themes:

- *Need for clearer public communication regarding city finances*
- *Misconceptions about reserve funds*
- *Importance of explaining revenue limitations and structural deficits*
- *Consideration of messaging for potential tax measures*
- *Discussion of general vs. special tax approaches*
- *Emphasis on transparency, community education, and fiscal sustainability*

Direction Given:

- *Staff to prepare clearer financial communication materials*
- *Include comparisons, impacts, and future scenarios*

Public Comment: *Gabriel Flores spoke about his support in raising taxes based on his experience and the discussion of the council, but did not want to see a specific tax, and instead supported a general tax as a form of accountability.*

8. **ADJOURNMENT** - Mayor Wan adjourned the meeting at 9:22 p.m. in honor of Sheila Driscoll



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: May 19, 2026

SUBJECT: Approve the Resolution (#08-2026) and Authorize the City Manager to Execute the Amended and Restated Contra Costa Clean Water Program Agreement (2026-2041)

RECOMMENDATION

Approve the resolution (#08-2026) and authorize the City Manager to execute Contra Costa Clean Water Program (CCCWP) Agreement.

BACKGROUND:

The Parties to the Agreement—the Contra Costa County Flood Control and Water Conservation District and 21 incorporated cities and towns—are joint permittees under the Municipal Regional Stormwater National Pollution Discharge Elimination System (NPDES) Permit (No. CAS612008), which requires countywide coordination for stormwater compliance. The current joint program agreement has expired and is being replaced with a new, amended and restated Agreement effective July 1, 2026 through June 30, 2041. Due to the expiration of the prior agreement, Contra Costa Clean Water Program (CCCWP) has continued operating on a month-to-month basis, maintaining existing provisions and program responsibilities to ensure ongoing compliance with the Municipal Regional NPDES Permit until a new long-term agreement is approved.

DISCUSSION:

The CCCWP was established in 1991 to enable Contra Costa County, its cities, and the Flood Control District to jointly comply with stormwater regulations under the NPDES permit. Over the years, the Program Agreement has been periodically updated to reflect evolving regulatory requirements. Since January 2025, CCCWP Management Committee has reviewed a draft renewal agreement that introduces significant updates to administrative processes, committee structures, and compliance frameworks. Additionally, the amended and restated agreement for July 1, 2026 – June 30, 2041 outlines long-term obligations, cost-sharing formulas, and governance provisions for all co-permittees.

Key updates in the draft renewal include:

- Administrative and Contracting Updates: Aligning contracting processes with Contra Costa County procurement standards and clarifying indemnification provisions.
- Committee Structure: Introducing tiered participation based on population size and

formalizing roles for sub-committees such as Monitoring, Development, Public Information, and Regional Alternative Compliance (RAC).

- Termination and Continuity: Revised withdrawal procedures and a provision allowing the expired agreement to remain in effect until renewal is executed, ensuring uninterrupted compliance.
- Program Staffing Flexibility: Options for staff augmentation to minimize operational disruptions.
- Cost Allocation: Future program costs will be apportioned based on population using a standardized formula.

FINANCIAL IMPACT:

There is no immediate fiscal impact. Future costs will be allocated proportionally based on population as outlined in the Agreement's cost-sharing formula. SUA assessments will continue to offset program costs for participating agencies.

CEQA:

NA

ATTACHMENTS

1. ATT A - Reso (#08-2026) and Program Agreement

RESOLUTION NO. 08-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON TO APPROVE AN AMENDED AND RESTATED CONTRA COSTA CLEAN WATER PROGRAM AGREEMENT EFFECTIVE JULY 1 2026 THROUGH JUNE 30, 2041

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

WHEREAS, the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008 issued by the San Francisco Bay Regional Water Quality Control Board (“Municipal Regional Permit”), requires the City of Clayton, as a permittee, to implement best management practices and other control measures in order to control the discharge of pollutants through its municipal stormwater system;

WHEREAS, the cities of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek; the towns of Danville and Moraga; and the County of Contra Costa and Contra Costa County Flood Control and Water Conservation District (“Co-Permittees”) are joint permittees under the Municipal Regional Permit;

WHEREAS, the Co-Permittees have historically been parties to a joint program agreement to establish the “Contra Costa Clean Water Program” for the purpose of administering joint obligations under the Municipal Regional Permit on behalf of the Co-Permittees;

WHEREAS, the Co-Permittees desire to extend the joint program agreement by entering into an amended and restated agreement effective July 1, 2026 through June 30, 2041; and

WHEREAS, the City of Clayton desires to remain a party to the Contra Costa Clean Water Program by entering into the amended and restated joint program agreement.

NOW, THEREFORE, the City Council of City of Clayton does resolve, declare, determine and order as follows:

Section 1. The City Council hereby approves the Amended and Restated Contra Costa Clean Water Program Agreement (July 1, 2026 - June 30, 2041) attached hereto as Exhibit “A”.

Section 2. The City Council hereby authorizes and directs the Mayor to execute the Agreement on behalf of the City.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Skyler Aitken, Acting City Clerk

EXHIBIT A

AMENDED AND RESTATED CONTRA COSTA CLEAN WATER PROGRAM AGREEMENT (July 1, 2026 – June 30, 2041)

Amended and Restated Contra Costa Clean Water Program Agreement between The Contra Costa County Flood Control and Water Conservation District and Agencies Named Below

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is jointly entered into by the Contra Costa County Flood Control and Water Conservation District (“District”); the cities of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek; the towns of Danville and Moraga; and, the County of Contra Costa (collectively, the “Parties” and individually each a “Party”; the Parties are sometimes referred to herein as "Co-Permittees" or individually as “Co-Permittee”, and sometimes as “Agencies" or individually as “Agency”). This Agreement is entered into as of July 1, 2026 (“Effective Date”).

RECITALS

A. The Parties are joint permittees under the Municipal Regional Stormwater National Pollutant Discharge Elimination System ("NPDES") Permit issued by the San Francisco Bay Regional Water Quality Control Board. NPDES Permit No. CAS612008 or an equivalent regional stormwater NPDES permit issued to the Parties is collectively referred to herein as the “Municipal Regional NPDES Permit.” Under current law, each issuance of the Regional Municipal NPDES Permit is expected to expire five years from its effective date, but may be amended, revoked, or reissued before the expiration date, or administratively extended beyond the expiration date pending reissuance.

B. The cities, towns and County have previously entered into joint program agreements with the District. As set forth more particularly in Section B below, the Parties wish to extend the joint agreement until terminated by the written agreement of all Co-Permittees then Parties to this Agreement. The purpose of this Agreement is to amend and extend the prior agreement on the terms set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. **Program Activities.**

In accordance with the management and organizational structure set forth herein, the Contra Costa Clean Water Program ("Program") shall administer the joint obligations under the Regional Municipal NPDES Permit on behalf of the Parties and implement the activities jointly carried out pursuant to this Agreement by the Parties including, but not limited to, the following activities:

1. Provide the necessary administrative, technical, and clerical resources to implement all Program activities directed by the Management Committee in order to implement the Municipal Regional NPDES Permit. By way of example, this includes the development of an old industrial control measure plan pursuant to Provision C.11.c of the current Municipal Regional NPDES Permit. Administrative activities may include attending all Management Committee and sub-committee meetings, and preparing committee staff reports, minutes and/or summaries of committee actions.

2. Administer all consulting services contracts (technical, legal, public relations and associated services) including the coordination, invoicing, and monitoring of all such activities.

3. Represent the Program at federal, state, regional and local governmental, civic, professional, and political organizations and agencies.

4. Coordinate the yearly compilation of the Program's (Group Program) Annual Reports for submittal to the appropriate Regional Water Quality Control Boards, but not the individual agencies' annual reports under the Municipal Regional NPDES Permit. However, the Program will develop Municipal Regional NPDES Permit compliance plans for individual agencies.

5. Conduct monitoring activities, which may include the permitting, environmental review of, purchase, installation and testing of equipment at designated sites.

6. Ensure all regulatory fees and assessments collected by the Agencies and necessary to obtain and implement the Municipal Regional NPDES Permit are lawful, appropriate and, if so, paid.

7. Ensure adequate information is available to all Co-Permittees for implementation of a comprehensive stormwater management ordinance and its regulations in compliance with the Municipal Regional NPDES Permit.

8. Implement a comprehensive public information/participation program on behalf of all Co-Permittees. The Program will be responsible for developing independently or in cooperation with the Bay Area Municipal Stormwater Collaborative (“BAMSC”) original public information materials; and, Co-Permittees shall be responsible for reproducing and distributing these materials.

9. As part of the Program’s annual budgeting process, the Management Committee may fund the Program’s participation in special studies determined by the Program, the Regional Water Quality Control Boards, BAMSC, California Stormwater Quality Association (CASQA), if any, or other appropriate entities. Such participation may include funding or in-kind services, such as Program representation on BAMSC as determined by the Management Committee.

10. Ensure adequate information is available for Co-Permittees to implement a comprehensive program for field inspection and investigation activities for unauthorized connections and illegal dumping.

11. Ensure adequate information is available for Co-Permittees to implement source controls, site design measures, and stormwater treatment and runoff control measures on new development and redevelopment projects, and to ensure ongoing operation and maintenance of post-construction stormwater management facilities.

12. Ensure adequate information is available for Co-Permittees to mitigate impacts to stormwater quality resulting from construction activities specifically focusing on proper site management; erosion control; sediment control; run-on and runoff control; non-stormwater management control; and, proper operation and maintenance of such construction site control best management practices (“BMPs”).

13. Expend funds collected by assessments for the District’s Stormwater Utility Areas Nos. 1 through 18 (“SUA”) and other sources in accordance with applicable law and regulations and the Program’s annual budget, as adopted by the Management Committee.

B. Termination.

This Agreement will remain in effect until terminated by the written agreement of all Co-Permittees then parties to this Agreement. Should any individual Co-Permittee desire to withdraw from the Program and terminate its obligations under this Agreement at any time, the following conditions must be met:

1. The Co-Permittee shall provide written notice to the Program Manager (as defined below) and Management Committee chairperson and vice chairperson of its intention to withdraw from the Program by no later than 5:00 p.m., of the December 31 immediately preceding the commencement of the following fiscal year (July 1 - June 30) before which it is seeking to terminate its obligations under this Agreement. To ensure an orderly transition, the withdrawing Co-Permittee shall also obtain written confirmation from the Regional Water Quality Control Board Executive Officer that such Co-Permittee has obtained or will obtain coverage under an NPDES Permit for its municipal stormwater discharges. A copy of the

Executive Officer's written confirmation shall be provided to the Management Committee chairperson and vice chairperson along with the notice of withdrawal.

2. The Co-Permittee shall be committed to fulfill all of its financial obligations outlined in this Agreement through the end of the fiscal year (June 30) in which it submits its notice of withdrawal. Termination shall be effective as of 11:59 p.m. on June 30 of that fiscal year.

3. The Co-Permittee shall also fulfill all of its individual obligations for projects, studies, and other programs and activities undertaken on behalf of the Program or BAMSC through the duration of any such projects, studies, programs, and activities. The terminating Co-Permittee's obligations under this Section B.3. shall survive termination as to that Co-Permittee until the terminating Co-Permittee's obligations under this Section are fully satisfied.

4. In the event that a Co-Permittee does not fully fund its obligations under this Agreement from its SUA assessments or appropriate sufficient funds for any fiscal year beyond the 2025-2026 fiscal year, this Agreement shall cover payment for the Co-Permittee's financial obligations only to the conclusion of the last fiscal year in which the Co-Permittee appropriates sufficient funds. Thereafter, such Co-Permittee's financial obligations shall be automatically suspended, and the Co-Permittee shall receive no benefit arising out of this Agreement, until the Co-Permittee appropriates sufficient funding to meet its financial obligations in such fiscal year(s).

C. Management Committee.

1. The Management Committee ("MC") is the Program's decision-making body. It shall be responsible for setting policies, providing directions, approving contracts and agreements, approving group submittals to the Regional Water Quality Control Boards, authorizing expenditures, and advising on staffing in accordance with Section J below. Within five years following the effective date, and every five years thereafter, the Management Committee shall perform an evaluation of the Program and deliver a report to the Co-Permittees that includes the Management Committee's findings.

2. Each Co-Permittee's manager (i.e., city or town manager or county administrator) shall designate in writing and submit to the Program Manager, and chairperson or vice chairperson of the Management Committee, the Management Committee representative and alternate(s) for their jurisdiction. The designated Management Committee representative and alternate(s) may be identified by job classifications or as named individuals. The Co-Permittee's manager shall designate at least one (1) Management Committee representative and no less than two (2) alternate Management Committee representatives. The Management Committee representative or, in the absence of the representative, one alternative Management Committee representative, shall vote on behalf of their Agency at all Management Committee meetings. Each Co-Permittee shall have only one vote on the Management Committee, even if both the designated representative and an alternate(s) attend the same meeting. The voting decisions of the Management Committee representatives shall be binding upon their Agency, provided they are consistent with the delegations of authority contained in this agreement.

3. A Management Committee representative shall be an individual responsible for supervising or administering the stormwater management program for their appointing Agency. An alternate should, but need not, meet the foregoing criteria.

4. A Management Committee representative's term shall continue for the entire term of the Agreement unless changed by the Co-Permittee's manager by providing written notification to the Program Manager.

5. Any decision made by the Management Committee shall be binding upon all Co-Permittees, provided it is consistent with the delegations of authority in this Agreement. Except to the extent expressly set forth in this Agreement, nothing in this Agreement delegates legislative authority of any Agency or the discretion vested in each Agency's governing body. If the Management Committee acts in a manner inconsistent with the authority delegated by this Agreement, any such action shall not be binding upon any Agency unless approved or ratified by that Agency's governing body. This Agreement does not create a joint exercise of powers agency separate from the agencies, and the Contra Costa Clean Water Program is not a legal person that can enter into contracts or sue and be sued.

6. The Management Committee chairperson and vice chairperson shall be selected by a majority vote of the Management Committee members at each May Management Committee meeting and shall hold those offices beginning July 1 and ending June 30 of the following fiscal year.

D. Sub-committee Structures.

The following Program sub-committees are hereby established:

1. Administrative Committee ("AC") is a sub-committee responsible for administration, strategic planning, personnel, budget recommendations and conflict resolution.

2. Monitoring Committee ("MonCom") is a sub-committee responsible for water quality monitoring activities and coordination of associated special studies/projects. MonCom is responsible for overseeing the preparation of guidance on TMDL pollutant control programs, stormwater quality management programs, and for reviewing, researching, and making recommendations to the Management Committee on matters related to pollutant control and load-reduction planning, tracking, and reporting.

3. Development Committee ("DC") is a sub-committee responsible for preparing guidance and training on construction site stormwater quality management programs, post-construction stormwater quality management programs, and for reviewing, researching, and making recommendations to the Management Committee on matters related to land development activities.

4. Public Information/Participation Committee ("PIP") is a sub-committee responsible for development of stormwater pollution prevention materials and products, information dissemination, training, marketing and public outreach for the Program and to assist each Co-Permittee.

5. Municipal Operations Committee (“MOC”) is a sub-committee responsible for development of guidance and training on stormwater pollution prevention activities for municipal maintenance activities, commercial/industrial inspection programs, illicit discharge control activities, trash load reduction activities, and other municipal stormwater activities.

6. Select or Ad Hoc (“Ad Hoc”) Workgroups are established by the Management Committee as needed for a temporary period for the purposes of reviewing, researching and making recommendations to the Management Committee or a sub-committee on a permit compliance matter or a permit requirement covering multiple sub-committees (such as cost reporting, and asset management). Select or Ad Hoc Workgroups may act on behalf of the Management Committee or sub-committee if approved and directed by the Management Committee.

7. The Management Committee may amend the responsibilities of each sub-committee, dissolve a sub-committee, or add a new sub-committee.

8. Each Co-Permittee shall only be allowed one vote per sub-committee. Co-Permittees may participate in the discussions of any sub-committee. However, participants at sub-committee meetings, other than approved members, shall not be allowed to vote on any item under consideration.

9. The first order of business for each sub-committee at its June meeting is to choose a chairperson and vice chairperson, who will serve as chairperson and vice chairperson for the following fiscal year. The second order of business for each sub-committee at its June meeting is to establish the sub-committee's work plan for the following fiscal year dealing with its goals, objectives, time lines and related items, consistent with the requirements in the Municipal Regional NPDES Permit. Upon preparation of the sub-committee's work plan, it shall be provided to the Management Committee for review and approval.

E. Committee Membership.

1. For the purposes of this agreement, a “Small Municipality” is designated as having a population of less than 30,000, a “Medium Municipality” is designated as having a population of between 30,000 and 65,000; and a “Large Municipality” is designated as having a population of more than 65,000, based on population data from the State of California’s Department of Finance. Contra Costa County is deemed a “Large Municipality”. The population data published in January of each year will be used for determining each Co-Permittee’s designation for the following fiscal year. Refer to **Exhibit “A”** for the Committee membership designation as of the effective date of this Agreement.

2. Each Co-Permittee designated as a “Small Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representatives on one sub-committee.

3. Each Co-Permittee designated as a “Medium Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representative on two sub-committees.

4. Each Co-Permittee designated as a “Large Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representative on three sub-committees as follows (except as stipulated in Section E.10. below):

- Administrative Committee
- Monitoring Committee
- Development Committee
- Public Information/Participation Committee
- Municipal Operations Committee, or
- BAMSC sub-committee duly recognized by the Management Committee

5. The District shall be a permanent member of the Administrative Committee, and it shall participate as a voting member on at least one additional sub-committee.

6. The Management Committee chairperson for any fiscal year shall also serve as chairperson of the Administrative Committee for that same fiscal year.

7. By the end of May of each fiscal year, the incoming Management Committee chairperson who will take office July 1, shall consult with all Co-Permittees and recommend membership on all sub-committees effective July 1 of the next fiscal year. Recommendations shall be considered and acted upon by the Management Committee at its May meeting. Sub-committee members shall be encouraged to rotate every two years.

8. Participation in any Ad Hoc Workgroup duly created by the Management Committee shall be voluntary.

9. Each of the following sub-committees shall have the following minimum number of members:

- | | |
|--|---|
| • Administrative Committee | 8 |
| • Monitoring Committee | 5 |
| • Development Committee | 5 |
| • Public Information/Participation Committee | 5 |
| • Municipal Operations Committee | 5 |

10. BAMSC Committee. Co-Permittees serving as voting members of any BAMSC sub-committee shall represent all Program Co-Permittees. Co-Permittees designated as voting members of a BAMSC subcommittee shall also participate on the Program’s sub-committee that has similar or equivalent subject matter jurisdiction, as determined by the Management Committee to best serve the interests of the Program.

11. Administrative Committee. The Management Committee will select members for the Administrative Committee that enhance the Administrative Committee’s manageability and overall effectiveness in attaining goals and objectives, taking into account factors that encourage awareness of matters affecting the Program. More specifically, the Administrative Committee shall consist of the following minimum membership and conditions, and shall generally follow the rotation guidelines contained in **Exhibit "B"**:

- | | |
|------------------------------------|---|
| • Management Committee chairperson | 1 |
|------------------------------------|---|

- Flood Control District 1
- Large Municipality 2
- Medium Municipality 2
- Small Municipality 2

Total 8

a) The Management Committee chair may recommend additional members for the Administrative Committee pursuant to Section E.7. above.

b) In any fiscal year in which the Management Committee chairperson represents a municipality that is scheduled for membership on the Administrative Committee under the rotation guidelines in **Exhibit "B"**, then the Management Committee shall select another Co-Permittee for membership on the Administrative Committee from the municipality category from which the Management Committee chairperson represents. If the Management Committee chair represents the Flood Control District, then the Management Committee shall select another Co-Permittee from any of the three categories of municipalities.

c) For the duration of a Co-Permittee's term as the "Large Municipality" member serving on the Administrative Committee, that Co-Permittee shall also serve as the voting member of two additional sub-committees of their choice.

d) Administrative Committee voting membership can only be changed during the fiscal year by the Management Committee chairperson, provided the minimum membership per Section E.11. is maintained.

12. A quorum for each sub-committee shall consist of a majority of its voting members.

13. A sub-committee may adopt by-laws to govern its organizational structure and meetings, consistent with the terms of this Agreement.

F. Meeting Attendance

1. Program staff will take attendance at all meetings. Attendance at all Management Committee and sub-committee meetings shall be published in each meeting's minutes/summary and the Program's annual report provided to the Regional Water Quality Control Board.

2. Management Committee representatives and sub-committee members are expected to attend at least 80% of their regularly scheduled meetings. If a Management Committee representative or a sub-committee member misses two consecutive meetings, then Program staff shall contact the member of the committee to clarify the rules and understand the reason for the repeated absences. If absences continue, then the Management Committee may request that the Co-Permittee's manager appoint a new representative to the Management Committee or sub-committee, as the case may be.

G. **Program Costs Participation and Allocation.**

1. The program costs for Fiscal Year 2025-2026 are apportioned among the co-permittees as set forth in **Exhibit "C"**, attached hereto. In Fiscal Year 2025-2026, and in each fiscal year thereafter, all program costs for that fiscal year shall be apportioned among Co-Permittees proportionally based on each Co-Permittee's population as of January 1 immediately preceding the fiscal year, in relation to the total population of all Co-Permittees as of January 1 immediately preceding the fiscal year, calculated as follows:

$$[(\text{Co-permittee's population as of January 1}) / (\text{All co-permittee's population as of January 1})] \times 100 = \text{Percentage of Program Costs Apportioned to Co-Permittee ("Cost Sharing Formula").}$$

Population data will be based on data annually published by the State of California, Department of Finance, on January 1 immediately preceding the Fiscal Year for which the calculation is made. The population data published in January of the preceding year will be used to form the cost allocations of the following fiscal year.

2. The Management Committee shall annually prepare and approve a budget setting forth all anticipated Program costs and revenues for the following fiscal year.

3. Each Co-Permittee shall pay its share of the annual budget in accordance with the Cost Sharing Formula. If a Co-Permittee receives SUA assessments, then the District will apply lawfully collected SUAs to such Co-Permittee's share of the annual budget. District staff shall annually submit an invoice to each Co-Permittee for each fiscal year reflecting each Co-Permittee's Program costs no later than February 28th of each year (for the first SUA disbursement statement); June 30th (for the second SUA disbursement statement); and October 31st (for the third SUA disbursement statement). Upon receiving an invoice from the Program, each Co-Permittee shall pay its invoice to the District within sixty (60) days of the invoice's date.

4. A Co-Permittee will be delinquent if its invoiced payment is not received by the District within sixty (60) days after the invoice's date. The District will follow the procedure listed below, or such other procedure that the Management Committee directs to effectuate payment: 1) verbally contact the Co-Permittee's manager; and 2) submit a formal letter from the Management Committee's chairperson to the Co-Permittee. If payment is not received within ninety (90) days of the invoice date, then the delinquent co-permittee may be subject to termination from this Agreement and withdrawal under Section B. Thereafter, the Cost Share Formula shall be revised to reflect the new Program membership and the Management Committee shall revise its budget and Program cost allocations in accordance with the Cost Sharing Formula to account for the delinquent Permittee's costs. A terminated Co-Permittee shall remain obligated to District for its delinquent payments and any other obligations incurred prior to the date of termination.

5. The Management Committee may suspend or modify the scope of work being performed by any contractor retained by the District whenever any Co-Permittee has not paid its invoice within ninety (90) days of the invoice date.

6. Any delinquent payments by a Co-Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

H. **Optional Services.**

Additional services requested by a Co-Permittee to fulfill requirements of the Regional Municipal NPDES Permit may be provided by Program staff as long as the services minimally burden Program staffing and are approved by the Management Committee. Such requests shall be submitted in writing to the Management Committee and shall explain the services requested of Program staff or contractors. Such services shall be completely paid for by the requesting Co-Permittee at the fully burdened labor rate of the applicable Program staff, and the Program shall bear no financial responsibility for the requested services. Such services requested by a Co-Permittee may include consultant or contractor assistance involving a contract directly between the individual Co-Permittee and the District, at the District's discretion. The Program shall bear no financial responsibility for such contracts.

I. **Contracting.**

1. In accordance with the procedures set forth herein, and on behalf of the Program, the District shall enter into and administer all contracts for the Program and implementation of the Municipal Regional NPDES Permit. The District shall pay all contractors in a timely manner in accordance with the terms of the applicable contract.

2. Prior to the District entering into a contract or amending a contract on behalf of the Program, the Management Committee shall establish an independent selection committee as an Ad Hoc Workgroup pursuant to Section D.7. The independent selection committee may prepare an RFP, conduct interviews and take such other actions as requested by the Management Committee. The independent selection committee shall thereafter make a recommendation on a proposed contract and contractor to the Management Committee. Upon considering the independent selection committee's recommendation, the Management Committee shall thereafter make a recommendation to the District, which shall have final approval authority over the contract and contractor.

3. Contracts may be entered into with a maximum term of five years, provided each contract must include either a termination for convenience clause, or a clause allowing termination for non-appropriation of funds. Contracts entered into for a period less than five years may be extended, based upon satisfactory performance, for a total contract term of five years.

4. For a contract scope of work designated as a "technical service" by the Management Committee, then the independent selection committee shall also consider responses from Co-Permittees who respond in writing and request to provide the requested technical service as part of an RFP process.

5. Notwithstanding anything to the contrary above, all contracting processes on behalf of the Program shall comply with the District's procurement process.

6. If a Co-Permittee other than Contra Costa County or the District intends to contract on behalf of the Program, then a separate agreement between the District and such Co-Permittee shall be executed setting forth the terms of the Co-Permittee's contracting role. The Management Committee shall review and approve such separate agreement.

J. **Staffing.**

1. The Program is not a legal entity capable of employing staff, suing or being sued, or entering into contracts, among other activities that only legal entities may perform. Program staff, including the Program Manager, are employees of Contra Costa County and/or the District, who are assigned to administer the Program. The Program Manager is the primary Contra Costa County employee assigned to manage the Program. In the event that Contra Costa County does not assign an employee to serve as the Program Manager and the Program Manager position is vacant, the Management Committee may recommend that the District contract with a qualified firm or public agency to perform the services of Program Manager until Contra Costa County appoints a Program Manager. The Management Committee may also request that the District contract for other Program services that are not performed by a Contra Costa County employee in accordance with Section I above.

2. To the extent requested by the District and/or Contra Costa County, the Management Committee shall annually advise the District and/or Contra Costa County regarding staff evaluations, job classifications and salary ranges. With respect to any Program staff who qualify as independent contractors, the Management Committee shall annually advise the District regarding the consultant's satisfactory performance of their contractual obligations. The Administrative Committee shall advise the Management Committee on such evaluations.

3. The Management Committee shall negotiate an administrative overhead rate with any appropriate agency providing services to the Program.

4. Program staff shall provide a written record of all policies, rules and regulations duly adopted by the Management Committee.

5. Contra Costa County shall be responsible for all health and safety trainings and other certifications required by law for its employees; however, the Program may pay for Program staff training that relates to the Municipal Regional NPDES Permit.

K. **Indemnification.**

Each Party to this Agreement agrees to protect, indemnify and hold harmless the other parties and their officers, employees, contractors and volunteers from and against all claims, demands, liabilities, losses, expenses, and damages (collectively, "Liabilities") but only to the extent that the Liabilities arise out of or are connected with the negligence or willful misconduct of the indemnifying Party or any of its officers, employees, contractors, or volunteers while performing the indemnifying Party's obligations under this Agreement. This section shall survive and remain enforceable following the termination or expiration of this Agreement, or following any Party's withdrawal from this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated:

**CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT:**

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated: **CITY OF ANTIOCH**

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF BRENTWOOD

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF CLAYTON

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF CONCORD

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

COUNTY OF CONTRA COSTA

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

TOWN OF DANVILLE

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF EL CERRITO

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF HERCULES

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF LAFAYETTE

By:

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APPROVED AS TO FORM:

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Attorney

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CITY OF MARTINEZ

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Attorney

Dated:

CITY OF SAN RAMON

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

Dated:

CITY OF WALNUT CREEK

By:

Its:

APPROVED AS TO FORM:

By:

Attorney

EXHIBIT "A"

**CONTRA COSTA CLEAN WATER PROGRAM
COMMITTEE MEMBERSHIP DESIGNATION BEGINNING FY 2026-2027**

Municipalities	Population (Based on 1/1/2024 Data)	Category ¹	Management Committee	Min. Number of Sub-Com- mittee(s) ²
Antioch	115,632	Large	x	3
Brentwood	64,811	Medium	x	2
Clayton	10,683	Small	x	1
Concord	121,513	Large	x	3
Contra Costa County ³	174,289	Large	x	3
CCC Flood Control District ³	0	Non-Population	x	1 ⁴
Danville	42,567	Medium	x	2
El Cerrito	25,700	Small	x	1
Hercules	26,063	Small	x	1
Lafayette	24,808	Small	x	1
Martinez	36,439	Medium	x	2
Moraga	16,784	Small	x	1
Oakley	45,736	Medium	x	2
Orinda	19,191	Small	x	1
Pinole	18,192	Small	x	1
Pittsburg	75,085	Large	x	3
Pleasant Hill	33,352	Medium	x	2
Richmond	112,735	Large	x	3
San Pablo	31,088	Medium	x	2
San Ramon	82,525	Large	x	3
Walnut Creek	69,433	Large	x	3

EXHIBIT "B"

**CONTRA COSTA CLEAN WATER PROGRAM
ADMINISTRATIVE COMMITTEE**

PARTICIPATION ROTATION GUIDELINE

Municipalities by Size Designation & Geographic	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33
Countywide (All)							
Flood Control District	x	x	x	x	x	x	x
Appointed Management Chair							
Agency:	x	x	x	x	x	x	x
Large-Size Communities (population >65,000)							
All: Contra Costa County	x			x			
Central: Concord				x			
Central: Walnut Creek		x			x		
East: Antioch			x				x
East: Pittsburg			x			x	
Lamorinda: San Ramon	x				x		
West: Richmond		x				x	

Medium-Size Communities (population 30,000-65,000)							
Central: Martinez		x				x	
Central: Pleasant Hill	x			x			x
East: Oakley			x				x
East: Brentwood		x				x	
Lamorinda: Danville	x			x			x
West: San Pablo			x				x
Small-Size Communities (population <30,000)							
Central: Clayton		x				x	
Lamorinda: Lafayette	x						
Lamorinda: Orinda				x			x
Lamorinda: Moraga		x					x
West: Hercules	x			x			
West: El Cerrito			x				x
West: Pinole			x				x

EXHIBIT "C"

**CONTRA COSTA CLEAN WATER PROGRAM
GROUP COSTS METHODOLOGY & ALLOCATION
FOR FISCAL YEAR 2025/26**

City/County/State	January 1, 2023	January 1, 2024 ⁽¹⁾	Percent Change	Prorated % of Program ⁽²⁾	SUA Budget ⁽³⁾ Allocation
CONTRA COSTA COUNTY	1,145,274	1,146,626	0.12%		\$ 4,000,000
ANTIOCH	115,282	115,632	0.3	10.08%	\$ 403,382
BRENTWOOD	64,496	64,811	0.5	5.65%	\$ 226,093
CLAYTON	10,687	10,683	0.0	0.93%	\$ 37,268
CONCORD	121,663	121,513	-0.1	10.60%	\$ 423,898
DANVILLE	42,736	42,567	-0.4	3.71%	\$ 148,495
EL CERRITO	25,409	25,700	1.1	2.24%	\$ 89,654
HERCULES	26,202	26,063	-0.5	2.27%	\$ 90,921
LAFAYETTE	24,823	24,808	-0.1	2.16%	\$ 86,543
MARTINEZ	36,425	36,439	0.0	3.18%	\$ 127,117
MORAGA	16,858	16,784	-0.4	1.46%	\$ 58,551
OAKLEY	44,929	45,736	1.8	3.99%	\$ 159,550
ORINDA	19,231	19,191	-0.2	1.67%	\$ 66,948
PINOLE	18,278	18,192	-0.5	1.59%	\$ 63,463
PITTSBURG	74,736	75,085	0.5	6.55%	\$ 261,934
PLEASANT HILL	33,447	33,352	-0.3	2.91%	\$ 116,348
RICHMOND	113,122	112,735	-0.3	9.83%	\$ 393,276
SAN PABLO	31,163	31,088	-0.2	2.71%	\$ 108,450
SAN RAMON	82,754	82,525	-0.3	7.20%	\$ 287,888
WALNUT CREEK	69,010	69,433	0.6	6.06%	\$ 242,217
UNINCORP. COUNTY	174,023	174,289	0.2	15.20%	\$ 608,006
				100.00%	\$ 4,000,000

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2025. Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. SUA funds allocated for budget purposes, which by policy is set at \$4M.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: May 19, 2026

SUBJECT: Approve the Resolution to Execute the Group Program Inspection Agreement between the City of Clayton and Central Contra Costa Sanitary District and the Contra Costa County Flood Control and Water Conservation District

RECOMMENDATION

Approve the resolution (Reso #09-2026), and authorize the City Manager to execute, the Group Program Inspection Agreement between the City of Clayton, Central Contra Costa Sanitary District, and the Contra Costa County Flood Control and Water Conservation District.

BACKGROUND:

The existing Group Program Inspection Agreement, which supports compliance with stormwater permit requirements, needs to be renewed to incorporate new and enhanced inspection obligations under the Municipal Regional NPDES Permit (MRP 3.0).

DISCUSSION:

The renewal of the Group Program Inspection Agreement is critical to ensure continued compliance with the Municipal Regional Permit (MRP) 3.0, which became effective on May 11, 2022, and introduced new and enhanced requirements for Provision C.4 – Commercial and Industrial Site Controls. These updates significantly expand inspection obligations for permittees, including:

- **Inspection Frequency and Coverage:** MRP 3.0 mandates periodic inspections of commercial and industrial facilities to verify stormwater best management practices (BMPs) and pollutant source controls.
- **Enhanced Documentation and Reporting:** The permit requires detailed tracking of inspection findings, corrective actions, and follow-up activities, which must be accurately reported in annual compliance reports.
- **Expanded Facility Categories:** Additional facility types now fall under inspection requirements, increasing the workload and complexity for individual permittees.
- **Integration with Enforcement Protocols:** MRP 3.0 emphasizes timely enforcement actions for non-compliance, requiring coordinated efforts and consistent application of enforcement procedures across jurisdictions.

The existing Inspection Activities Agreement, which facilitates shared inspection services

through Central Contra Costa Sanitary District, West County Wastewater District, and Delta Diablo Sanitation District, has proven essential for meeting these obligations efficiently and cost-effectively. Without a renewed agreement, individual permittees would face significant challenges in maintaining compliance, including:

- **Resource Constraints:** Many jurisdictions lack the staffing and technical expertise to independently meet the expanded inspection requirements.
- **Cost Implications:** Shared services reduce duplication of effort and allow economies of scale, minimizing overall program costs.
- **Continuity of Compliance:** The renewed agreement ensures continued inspection activities in compliance with NPDES permit conditions.

The renewed agreement (Attachment 1) incorporates administrative updates, invoicing improvements, backup staffing provisions, and alignment with MRP 3.0 requirements, ensuring that the Group Program remains a robust and collaborative mechanism for compliance. Additionally, including a provision to maintain the existing agreement in effect until the new one is executed will safeguard against service interruptions during the renewal process. City Council will be asked to approve the resolution authorizing the City Manager to execute the Group Program Inspection Agreement (Attachment 2). The Agreement will be circulated for signatures via DocuSign.

FINANCIAL IMPACT:

Clayton typically does not have inspections and so would incur no cost with this agreement. By being a party to the agreement, the City would save the time and expense of setting up a separate agreement with Central San if an inspection was needed.

CEQA:

NA

ATTACHMENTS

1. ATT A - Reso (#09-2026) and Inspection Agreement

RESOLUTION NO. 09-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON TO APPROVE AN AGREEMENT WITH THE CENTRAL CONTRA COSTA SANITARY DISTRICT AND THE CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE INSPECTION OF CERTAIN INDUSTRIAL AND COMMERCIAL BUSINESSES IN ACCORDANCE WITH THE MUNICIPAL REGIONAL PERMIT

WHEREAS, the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008 (“Municipal Regional Permit”) requires the City, as a permittee, to conduct inspections of certain industrial and commercial businesses as part of its municipal stormwater program;

WHEREAS, the Central Contra Costa Sanitary District (“Inspection Agency”) also conducts inspections of certain industrial and commercial businesses as part of its wastewater regulatory obligations;

WHEREAS, efficiencies can be achieved by having Inspection Agency conduct stormwater inspections on behalf of City concurrently with Inspection Agency’s wastewater inspections, which benefits the City and its regulated businesses;

WHEREAS, the Contra Costa Flood Control and Water Conservation District (“District”) provides administrative support and funding for the inspections;

WHEREAS, the District, the Inspection Agency, and City have been coordinating inspections in a similar manner since 2009; and

WHEREAS, the City Council desires to continue the inspection program with the District and the Inspection Agency under a new agreement among the three parties.

NOW, THEREFORE, the City Council of the City of Clayton does resolve, declare, determine and order as follows:

Section 1. The City Council hereby approved the Contra Costa Clean Water Program Inspection Activities Agreement between the District, the Inspection Agency, and the City attached hereto as Exhibit “A”.

Section 2. The City Council hereby authorizes and directs the City Manager to execute the Agreement on behalf of City.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Skyler Aitken, Acting City Clerk

EXHIBIT A

CONTRA COSTA CLEAN WATER PROGRAM INSPECTION ACTIVITIES AGREEMENT AMONG CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CENTRAL CONTRA COSTA SANITARY DISTRICT, AND THE CITY OF CLAYTON

This Contra Costa Clean Water Program Inspection Activities Agreement ("Agreement"), is entered into as of July 1, 2026 ("Effective Date"), by and among the Contra Costa County Flood Control and Water Conservation District ("District"), the Central Contra Costa Sanitary District ("Inspection Agency"), and the City of Clayton ("City"). The District, the Inspection Agency, and the City are sometimes referred to herein together as the "Parties," and each individually as a "Party."

RECITALS

- A. The County of Contra Costa ("County"), the District, and the 19 incorporated cities and towns in the County have joined together to form the Contra Costa Clean Water Program (the "Program"), pursuant to the Contra Costa Clean Water Program Agreement, dated July 1, 2010, and as amended from time to time (the "Program Agreement"). The parties to the Program Agreement are the County, the District, and the cities of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon and Walnut Creek (the "Program Members").
- B. Through the Program, the Program Members jointly implement some of their obligations under the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008, as may be amended or re-issued from time to time ("Municipal Regional Permit"). The San Francisco Regional Water Quality Control Board ("Regional Board") most recently re-issued the Municipal Regional Permit on May 11, 2022.
- C. District provides administrative support services to the Program, including collecting and distributing funds that pay for Program responsibilities under the Municipal Regional Permit.
- D. The Municipal Regional Permit requires Program Members, which operate municipal separate storm sewer systems (MS4s), to effectively prohibit the discharge of non-stormwater into storm drain systems and watercourses.
- E. Among other things, the Municipal Regional Permit requires the Program Members to conduct inspections of certain industrial and commercial businesses, as specified in Provision C.4 of the Municipal Regional Permit, and illicit discharge control activities, as specified in Provision C.5. of the Municipal Regional Permit, as those provisions may be amended from time to time in the Municipal Regional Permit (collectively, the "MS4 Inspections"). MS4 Inspections include, but are not limited, to inspection, investigation, reporting, and related obligations under the Municipal Regional Permit and as further directed by District.
- F. The Municipal Regional Permit directs Program Members to effectively prohibit all non-stormwater discharges (i.e., materials other than stormwater) into municipal storm drains and creeks; conduct inspections of industrial and commercial stormwater

facilities; control illicit discharges by conducting field surveys of the storm drainage conveyance system and identifying and eliminating the sources of non-stormwater discharges; and prohibit illicit connections and discharges resulting from inappropriate or illegal processes, activities, or housekeeping practices. The MS4 Inspections, carried out by the Inspection Agency on behalf of the City, further the City's compliance with the Municipal Regional Permit.

- G. Independent of City's obligations under the Municipal Regional Permit, Inspection Agency also conducts inspections of certain industrial and commercial businesses as part of its wastewater regulatory obligations ("Wastewater Inspections"). District, Inspection Agency, and City believe that efficiencies can be achieved by having Inspection Agency conduct MS4 Inspections on behalf of City concurrently with Inspection Agency's Wastewater Inspections, which benefit the Parties and regulated businesses. Inspection Agency desires to provide MS4 Inspections on behalf of the City under the terms set forth herein
- H. District, Inspection Agency, and City, as well as the other Program Members and sanitation districts previously entered into a prior inspection agreement dated October 26, 2009 ("2009 Agreement"). This Agreement supersedes and replaces the 2009 Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and this Agreement shall remain in effect until it is terminated pursuant to Section 2 below. Commencing on the Effective Date, the 2009 Agreement is terminated and superseded by this Agreement and is no longer of any force or effect.

2. Termination.

A. Inspection Agency Termination. Inspection Agency, at its sole discretion, may terminate this Agreement by giving written notice to District and City at least 180 days prior to the effective date of the termination.

B. District Termination. District, at its sole discretion, may terminate this Agreement by giving written notice to Inspection Agency and City at least 180 days prior to the effective date of the termination. Notwithstanding the foregoing, District may terminate this Agreement by giving written notice to Inspection Agency and City at least 30 days prior to the effective date of the termination if City is in breach of the Stormwater Utility Area Agreement described in Section 3.

C. City Termination. City, at its sole discretion, may terminate this Agreement by giving written notice to Inspection Agency and District at least 90 days prior to the effective date of the termination. Alternatively, City may temporarily suspend receiving MS4 Inspections by Inspection Agency pursuant to this Agreement, at its sole discretion, upon giving the District and Inspection Agency at least 90 days written notice. In the event that City suspends receiving MS4 Inspections, such suspension shall not affect enforcement activities relating to any MS4 Inspection initiated prior to the suspension. Inspection Agency shall be compensated for such work.

D. **Mutual Termination.** This Agreement may be terminated by mutual written agreement of the District, Inspection Agency, and City.

E. **Effect of Termination.** Upon the effective date of any termination of this Agreement, Inspection Agency shall cease performing MS4 Inspections. District shall compensate Inspection Agency for all services performed prior to such effective date in accordance with Section 8. If the Inspection Agency is in default upon the effective date of any termination of this Agreement, then District shall compensate Inspection Agency for services not affected by the default. Inspection Agency and City shall meet and confer about responsibility for any previously initiated code enforcement actions or reports that are then in the process of being drafted. Inspection Agency shall continue to prosecute such actions and prepare such reports until City assumes responsibility. Inspection Agency shall be compensated for such work.

3. Stormwater Utility Area Agreement. City has executed a separate Stormwater Utility Area Agreement with the District that, among other things, provides for the invoicing from, and payment to, Inspection Agency for MS4 Inspection costs on behalf of City.

4. Responsibilities of Inspection Agency. On behalf of City, Inspection Agency will perform all the following services in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Conduct MS4 Inspections, including illicit discharge control inspection activities, of industrial and commercial facilities and the exterior of residential properties to determine the regulated facility's compliance with the Municipal Regional Permit and applicable law. MS4 Inspections may have an educational component, as directed by District. The location and frequency (i.e., bi-annual, annual, semi-annual, etc.) of an inspection, investigation, or educational effort shall be at the direction of District, as approved by the City, and shall take place between 7:30 a.m. and 4:00 p.m. Pacific Standard Time, Monday through Friday, excluding holidays ("Normal Working Hours").

B. Perform MS4 Inspections outside of Normal Working Hours if mutually agreed to by District, City, and Inspection Agency or if directed by District due to an emergency. In the event of an emergency, Inspection Agency will be compensated for any applicable overtime pay actually incurred by Inspection Agency.

C. Prepare inspection and investigation reports for each MS4 Inspection.

D. Issue notices of violation, warning notices, and compliance orders (collectively, "Corrective Orders") to owners or operators of regulated facilities on behalf of City where Inspection Agency determines that violations or potential violations of the Municipal Regional Permit or applicable laws or regulations have occurred or may occur. City hereby delegates to Inspection Agency authority to issue Corrective Orders on its behalf in connection with MS4 Inspections. For the avoidance of doubt, City retains the authority to issue Corrective Orders, provided such Corrective Orders are not duplicative of Corrective Orders issued by Inspection Agency. Inspection Agency has developed, or shall develop, a standardized approach to recommending and documenting corrective actions taken by operators of regulated facilities in order to address a Corrective Order issued by Inspection Agency. Inspection Agency shall promptly notify City and District's representatives identified in Section 7 of any Corrective Order issued by Inspection Agency, by email at the address below, by the close of the business day following the date of issuance.

E. Inspection Agency will cooperate with City if City elects to utilize its civil or criminal code enforcement authority to address a Corrective Order directly with the owner or

operator of a regulated facility. Such cooperation includes documentation of violations, preparation of documents for use in complaints and at hearings, and assistance in hearing preparation (i.e., preparing declarations, interviews with legal counsel, etc.) and presentation (i.e., provision of witness testimony as requested). If Inspection Agency's performance of such enforcement services would result in an unreasonable expenditure of resources, then Inspection Agency will notify City and District, and Inspection Agency's further involvement in such enforcement services shall be agreed upon by the Parties.

F. At the Direction of City, Inspection Agency will also refer Corrective Orders and related investigations and reports to appropriate enforcing entities, such as the District Attorney.

G. Retain all records relating to inspection activities and completed investigations through the latest of: the term of this Agreement, three years in accordance with City's retention schedule, or the retention period set forth in the Municipal Regional Permit, whichever is longer, as evidence of City's compliance with the Municipal Regional Permit. These records shall become property of City upon termination of this Agreement, at which time Inspection Agency shall promptly deliver them to City. These records shall be made available for inspection by City or District during normal business hours.

H. Train, supervise and manage its staff and contractors necessary to conduct MS4 Inspections in a consistent and lawful manner.

I. Provide advice and comments to District regarding District's preparation of educational materials for distribution to owners and operators of regulated facilities and the public. Inspection Agency shall also provide advice and comments to District regarding the Contra Costa County Green Business Program, as requested by District.

J. Provide comments to City and District regarding ordinances and policies necessary to conduct MS4 Inspections and carry out enforcement activities.

K. Purchase, operate, and maintain, at Inspection Agency's own cost, all equipment necessary to conduct MS4 Inspections. Such capital and maintenance costs may be invoiced to District pursuant to Section 8 of this Agreement if the equipment is solely intended for MS4 Inspections and not Wastewater Inspections.

L. Provide quarterly reports to District, which describe all MS4 Inspections and Corrective Orders during the prior quarter, concurrently with the quarterly invoices specified in Section 8.C below. The final report of the fiscal year (fourth quarter) will include a status report to City of Corrective Orders initiated by Inspection Agency by owner or operator name. The final report will also include a hard or electronic copy of the Inspection Agency's databases of regulated facilities.

M. Utilize reasonable efforts to conduct MS4 Inspections fairly and in a uniform manner.

N. In accordance with Section 8.D below, provide an annual fiscal year budget to District that estimates the cost of performing the MS4 Inspections and other requirements of this Section 4 ("Annual Budget").

5. Responsibilities of District. District will perform the following services in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Recommend revisions to City's ordinances and regulations, as may be necessary, to allow Inspection Agency to lawfully perform MS4 Inspections and issue Corrective Orders.

B. Authorize and prioritize inspections and investigations, with direction from City and Inspection Agency.

C. Provide timely input on the scope of the next fiscal year's MS4 Inspections during Inspection Agency's budget process and approve Inspection Agency's Annual Budget in accordance with Section 8.D.

D. Reimburse Inspection Agency for authorized costs in accordance with Section 8.

E. Recommend remedial actions to City and Inspection Agency in order to correct an owner or operator's violation of the Municipal Regional Permit or other applicable laws.

F. Provide educational materials for distribution to owners and operators of regulated facilities and the public.

G. Provide comments to Inspection Agency regarding the format of MS4 Inspections, Corrective Orders, and reports.

H. Perform other responsibilities as agreed to in writing between the District, Inspection Agency, and City.

I. Notify City of issues affecting its compliance with the Municipal Regional Permit in a timely manner.

J. Provide City with quarterly reports regarding MS4 Inspections and budget summaries.

6. Responsibilities of City. City will perform the following obligations in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Provide Inspection Agency with a current roster, and future updates to that roster, of employees responsible for carrying out the stormwater program and related enforcement activities, including phone numbers and email addresses.

B. In accordance with Section 4.E., provide direction to Inspection Agency regarding enforcement actions.

C. Cooperate with City and District to carry out their respective obligations under this Agreement.

7. Agency Representative. Each Party shall designate in writing to each other an MS4 Inspections program coordinator and an alternate coordinator. The purpose of designating an MS4 Inspections program coordinator is to facilitate communication between the Parties. Each Party shall direct matters such as complaints, claims, legal challenges, and other disputes regarding the MS4 Inspections to its MS4 Inspections program coordinator who will transmit the matter to the District for resolution.

8. Financial.

A. District shall reimburse Inspection Agency for all authorized expenditures in furtherance of its obligations under Section 4 above, including the Inspection Agency's actual costs for performing inspections and related administrative activities. The costs eligible for reimbursement include, but are not necessarily limited to, labor, benefits, overhead, supplies, equipment, vehicle, laboratory, consultant, and legal fees and costs. However, Inspection Agency, as practicable, shall promptly notify the District if it believes that legal costs will be incurred in connection with the MS4 Inspections or Corrective Orders so that the Parties may reach an agreement regarding the cost of legal services, if desired. Inspection Agency shall not mark up any costs it incurs in providing any of the required services in the invoice.

B. Inspection Agency's labor costs shall be itemized at base cost per individual for time spent plus an overhead multiplier for benefits, administrative overhead, supplies, equipment and insurance. Inspection Agency's overhead multiplier for the following fiscal year shall be submitted to the District as part of Inspection Agency's Annual Budget and approved by District annually.

C. Inspection Agency shall submit quarterly invoices to the District for services performed under Section 4 of this Agreement. Each invoice shall include an itemized accounting of the total cost of all services performed under Section 4. Inspection Agency shall submit each quarterly invoice according to the following schedule for each fiscal year (each July 1-June 30): (i) First Quarter (July 1-Sept. 30) – by October 31; (ii) Second Quarter (Oct. 1-Dec. 31) – by January 31; (iii) Third Quarter (Jan. 1-Mar. 31) – by April 30; and (iv) Fourth Quarter (Apr. 1-June 30) – by July 31. District will pay each undisputed invoice within 45 days of receipt. In the event that District disputes the amounts stated on any invoice, within 30 days District shall submit to Inspection Agency a written notice of dispute and the basis for the dispute. The Parties shall endeavor to resolve any such disputes within a reasonable time after District's receipt of a notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the Parties' respective managers for resolution.

D. Prior to the beginning of each fiscal year, District shall approve Inspection Agency's Annual Budget. City shall also review and approve the Annual Budget prior to District's final approval. Discussions for the annual budget shall begin in January prior to the upcoming fiscal year. Inspection Agency shall submit its Annual Budget by March 31st of each year and District shall act on such Annual Budget by April 30th of each year. If District does not approve the Inspection Agency's budget by April 30th, then Inspection Agency may terminate this Agreement in accordance with Section 2.B., except that such termination shall take effect as of July 1st of such year. Inspection Agency shall not exceed its City and District-approved written Annual Budget without first obtaining advance written approval of City and District.

9. Insurance. During the term of this Agreement, Inspection Agency shall carry insurance in the amounts, and in accordance with the provisions, set forth in Exhibit A.

10. Indemnification.

A. District Indemnity. District shall indemnify, defend and hold harmless Inspection Agency and City and each of them and their elected officials, officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities, and expenses (collectively "Claims") that arise out of or relate to the District's willful misconduct or the negligent acts, errors or omissions of the District in the performance of this Agreement, except that City shall be solely liable for any fines resulting from its sole violations of the Municipal Regional Permit.

B. Inspection Agency Indemnity. Inspection Agency shall indemnify, defend and hold harmless District and City, and their respective elected officials, officers, directors,

agents and employees from and against all Claims that arise out of or relate to Inspection Agency's willful misconduct or the negligent acts or errors or omissions in the performance of its obligations under this Agreement, inclusive of Claims involving search and seizure without required warrants (except in those situations where Inspection Agency has reasonably relied on City's determination or representation as to whether a warrant is required), and trespassing (except in those situations where Inspection Agency has reasonably relied on City's representation as to whether consent has been obtained), except that City shall be solely liable for any fines resulting from its violations of the Municipal Regional Permit.

C. City Indemnity. City shall indemnify, defend and hold harmless the Inspection Agency and District and each of them and their officers, directors, agents, and employees from and against all Claims that arise out of or relate to the City's willful misconduct or the negligent acts, errors or omissions of the City in the performance of this Agreement. City shall also indemnify, defend and hold harmless Inspection Agency, and their respective officers, directors, agents, and employees from and against all Claims which are not covered by Section 10.B, inclusive of those that are based on the constitutionality or legality of the MS4 Inspection program and the rules and regulations it is intended to enforce, inverse condemnation claims and petitions for writ of mandate.

D. Survival. The obligations in this Section 10 shall survive the termination or expiration of this Agreement.

11. Notices. Notices required or permitted under this Agreement shall be in writing and personally delivered, sent by overnight carrier with delivery charges prepaid for next day delivery, or sent by First Class U.S. Mail with postage prepaid, and addressed as follows:

If to District, to: Joe Smithonic
Senior Civil Engineer
Contra Costa County Flood Control & Water
Conservation District
255 Glacier Drive, Martinez, CA 94553

If to Inspection Agency, to: Colleen Henry
Environmental Compliance Program Administrator
CCCSD Environmental & Regulatory Compliance
5019 Imhoff Place, Martinez, CA 94553

If to City, to: Public Works Director
City of Clayton
6000 Heritage Trail, Clayton, CA 94517

A notice shall be deemed given on the same day it is personally delivered, on the business day following the date it is deposited with an overnight carrier for next day delivery, and on the third day after the postmark date if it is sent by First Class U.S. Mail. A courtesy copy of any notice may be sent concurrently by email, but emailing a courtesy copy of any notice does not substitute for providing notice in accordance with this section. A Party may change its address for notices by providing written notice to the other Parties in accordance with this section at least five days before the new address becomes effective.

12. Dispute Resolution. In the event of a dispute arising under this Agreement, the Parties may jointly agree to submit the dispute to mediation before an agreed-upon mediator. If the Parties cannot agree to a mediator within 30 days after a Party makes a written request for mediation to the other Parties, a mediator may be selected by petition of any Party to the Superior Court of the County of Contra Costa. Each Party shall be responsible for paying a

proportional share of the fees and expenses incurred in connection with any mediation. Each Party shall pay its own costs, expenses, and attorney's fees incurred in connection with any mediation under this section.

13. Audits. During the term of this Agreement, and for three years following its expiration or termination, in order to make audits each Party shall have the right to access any other Party's books, documents, papers, and other records related to the performance of this Agreement. If any Party requests copies of another Party's records pertinent to the performance of this Agreement, copies of those records shall be delivered to the requesting Party within 30 days following a request for such records. The requirements of this Section shall survive for three years following the expiration or termination of this Agreement.

14. Amendments. This Agreement may only be amended by written mutual agreement of all Parties hereto.

15. Governing Law. This Agreement is made and will be performed in the State of California, County of Contra Costa, and is governed by California law.

16. Severability. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement are, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, priorities, covenants, and conditions of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

17. Assignment. No Party may assign any of its right, title, or interest under this Agreement without the prior written consent of the other Parties hereto. Any purported assignment of any Party's rights under this Agreement without the prior written consent of the other Parties shall be deemed void and without effect.

18. Entire Agreement; Construction. This Agreement contains the entire agreement among the Parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The recitals of this Agreement are, and shall be enforceable as, a part of this Agreement.

19. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

20. Waiver. A waiver of breach of any covenant or provision in this Agreement shall not be deemed a waiver of breach of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

**CONTRA COSTA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

Name: Warren Lai
Title: Public Works Director

CENTRAL CONTRA COSTA SANITARY DISTRICT

Name: Roger S. Bailey
Title: General Manager

CITY OF CLAYTON

Name: Kris Lofthus
Title: City Manager

**EXHIBIT A
INSURANCE REQUIREMENTS**

Inspection Agency shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.

b. Minimum Limits of Insurance. Inspection Agency shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
- (4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Inspection Agency maintains higher limits than the minimum required by this Agreement, the City requires and shall be entitled to coverage for the higher limits maintained by the Inspection Agency.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Inspection Agency shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Inspection Agency; products and completed operations of Inspection Agency; premises owned, occupied or used by Inspection Agency; or automobiles owned, leased or borrowed by

Inspection Agency. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Inspection Agency's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Inspection Agency's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Inspection Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Inspection Agency for the City.

(3) Errors and Omissions/Professional Liability Coverage. Inspection Agency's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Inspection Agency shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken, Project Manager

DATE: May 19, 2026

SUBJECT: Do The Right Thing

RECOMMENDATION

ATTACHMENTS

None



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: May 19, 2026

SUBJECT: Presentation of a Proclamation Recognizing Clayton Community Church and Pastor Shawn Robinson for 30 Years of Service to the Clayton Community

RECOMMENDATION

HONORING CLAYTON COMMUNITY CHURCH AND PASTOR SHAWN ROBINSON FOR 30 YEARS OF SERVICE TO THE CLAYTON COMMUNITY

WHEREAS, for the past 30 years, Clayton Community Church has faithfully served the residents of the Clayton community through spiritual leadership, community outreach, compassion, and dedicated service; and

WHEREAS, under the leadership of Pastor Shawn Robinson, the church has provided encouragement, support, and guidance to individuals and families throughout the community, fostering a spirit of unity, faith, and service; and

WHEREAS, Clayton Community Church has demonstrated an unwavering commitment to improving the quality of life for residents through volunteerism, charitable efforts, youth engagement, community events, and outreach programs that have positively impacted countless lives; and

WHEREAS, Pastor Shawn Robinson's leadership, compassion, and dedication have helped strengthen the social and spiritual fabric of the Clayton community, inspiring others through his example of kindness, integrity, and service; and

WHEREAS, the City of Clayton recognizes the significant contributions made by Clayton Community Church and Pastor Shawn Robinson over the past three decades and expresses its sincere appreciation for their continued commitment to serving others and building a stronger community;

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Clayton hereby

honors and congratulates Clayton Community Church and Pastor Shawn Robinson for 30 years of dedicated service to the Clayton community and extends its gratitude and best wishes for many more years of continued service and fellowship.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2026.

ATTACHMENTS

None



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM:

DATE: May 19, 2026

SUBJECT: City Manager's Report

RECOMMENDATION

ATTACHMENTS

None



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken, Project Manager

DATE: May 19, 2026

SUBJECT: City Council/Committees Reports

RECOMMENDATION

Report on councilmember activities since the last meeting.

Councilmember Diaz:

MEETINGS/ EVENTS ATTENDED a/o 05-19-2026:

05-07-2026: Teleconference with Chair, Military & Veterans Affairs Committee - League of California Cities

Attended Mayor's Conference - Orinda
Presentation Contra Costa Library Foundation

05-10-2026: Observed Mother's Day

05-11-2026: Meeting with Chris Karney, Clayton Community Services Coordinator: Concerts

05-15-2026: Observed Peace Officers Memorial Day

05-16-2026: Set-Up, Attended, Take-Down first Concert In The Grove

05-19-2026: Meeting with City Manager.

Councilmember Trupiano:

Weekly meetings with City Manager, Kris Lofthus

Completing all final touches for Concerts in the Grove, including coordination with Prime Time Entertainment, Parent Faculty Clubs, marketing materials, social media posts, and sponsorship recognition. First Concert was Saturday, May, 16th and continues through August 22nd, 6 to 8:30 pm.

Thursday, May 7th, Mayor's Conference, City of Orinda, presentation by the Contra Costa County Library Foundation (Susan Hildreth and Michael Fischer), about the purpose of the Foundation, what they support and the need for additional board members (three-year term).

See additional agenda items [here](#). Next meeting is June 4th in Walnut Creek.

Saturday, May 9th, Birding walk with Friends of Concord Creek at Markham Nature Park and

Arboretum.

Tuesday, May 12th, I was unable to attend, but sent City and Council updates to the Clayton Community Library Foundation for the monthly board meeting.

Saturday, May 16th, the City's first Concert in the Grove, now in it's 19th year. See the entire lineup of dates and entertainment [here](#).

Sunday, May 17th, I was invited to speak at the 30th Anniversary Celebration of Clayton Community Church and Pastor Shawn's 30th Anniversary with the church.

Councilmember Tillman:

April 30th - I attended the East Bay Division meeting hosted by the City of Fremont. The guest speaker presented on E-bike legislation and the 12 bills that are currently winding through legislation.

May 4th - I attended the Clayton Pride planning meeting via Zoom

May 6th - Met with City staff re: Clayton Pride Parade and Festival on May 31st.

May 11th - I attended the MDEDF Board - topic of discussion included continuing to support science in local MDUSD schools.

May 12th - I attended the Clayton Pride Board meeting

Vice Mayor Enea:

Met with city manager

Attended the TRANSPAC meeting

Went to the concerts in the park

Took phone calls and met with residents

ATTACHMENTS

None



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: May 19, 2026

SUBJECT: Workshop Two on Transaction and Use Tax (Sales Tax) and Landscape Maintenance District (LMD) Renewal – Ballot Measure Options and Direction

RECOMMENDATION

RECOMMENDED ACTION:

Staff recommends that the City Council receive a report from staff on answers to questions raised at the April 21, 2026 Ballot Measure Workshop, and provide direction to staff on ballot language for both ballot measures for a Public Hearing on June 16, 2026.

BACKGROUND:

On April 21, 2026, the Council requested staff to develop additional information on:

- Background on the size of the Trails and Landscape Committee, and
- Fiscal impact of change in the apportionment of Landscape and Maintenance District (LMD) assessments for non-residential properties to a "per parcel basis" rather than the current "per acre basis."

DISCUSSION:

Staff is presenting slightly revised ballot measure language for the Transaction and Use Sales Tax. The revisions are in keeping with recent court decisions.

Staff researched the history of the Trails and Landscape Committee membership size and determined that the eleven-member committee was derived from the size of the Blue Ribbon Committee that reviewed the community impacts of the 1997 LMD assessment and championed the 2007 ballot initiative.

Staff also analyzed the revenue impact of changing the basis of the assessment for non-residential properties from a "per acre" basis to a "per parcel" basis as is the case with residential properties. Staff determined based on FY26 data (most recent) that the LMD would've lost approximately \$86,000 (6.4%) if that basis was applied this year.

Staff would appreciate direction on the ballot language and any other changes at this meeting to allow sufficient time for final drafting of the necessary resolution and noticing of the public hearing on June 16, 2026.

Staff will also provide a summary of next steps for both ballot measures.

FINANCIAL IMPACT:

This item requests direction, and does not make any final decisions. No fiscal impact from this item today.

CEQA:

Not applicable

ATTACHMENTS

1. TUT LMD Ballot Workshop 2.0
2. REVISED - TUT LMD Ballot Workshop 2.0

An aerial photograph of a suburban neighborhood during sunset. The sun is low on the horizon, casting a warm glow over the houses and trees. In the foreground, several houses with swimming pools are visible. The background shows rolling hills under a clear blue sky. A large white circle is overlaid on the left side of the image, containing the title and date information.

SALES TAX & LMD ASSESSMENT WORKSHOP 2.0

Clayton City Council
May 19, 2026

SALES TAX



71/75 Words

**SALES TAX
BALLOT
LANGUAGE**

CITY OF CLAYTON SALES TAX MEASURE.

To provide local funding to maintain City of Clayton programs, services, and facilities, including: police services, traffic enforcement and road safety, road and sidewalk improvements, enhance library and recreation opportunities, park maintenance, recruitment and retention of city employees and other city services, shall the City of Clayton levy a 1% sales tax until ended by voters generating approximately \$1,000,000 annually, subject to public review, annual audits and all funds benefitting Clayton?"

3

SALES TAX BALLOT MEASURE NEXT STEPS

- June 16, 2026: Council will consider adopting the following:
 - Resolution calling for the placement of a general tax measure on the November 3, 2026 municipal election ballot which will include the Transaction and Use Tax (Sales Tax) Ordinance attached as Exhibit A
 - Resolution requesting the consolidation of the general municipal election with the statewide general election
 - Resolution providing for the filing of direct and rebuttal arguments regarding the general tax measure
- Adoption will require a 2/3 or greater vote of the Council
- When approved, the three resolutions will be submitted to the County Elections Department no later than August 7, 2026
- Measure will require 50%+1 voter approval

4

**LANDSCAPE AND MAINTENANCE
DISTRICT (LMD) ASSESSMENT
RENEWAL**

**LMD ASSESSMENT
RENEWAL BALLOT
MEASURE
FOLLOW UP FROM
THE APRIL
WORKSHOP**

- History of the eleven-member advisory group/TLC?
 - Established through the 2007 measure
 - Designed to match the size of the 2007 Blue Ribbon Advisory Committee that reviewed the success of the initial 1997 tax
 - The idea of reducing the size over time has been considered from the beginning
- Apportionment of Residential/Non-Residential Assessments 6
 - Gov. Code § 53331: Council must adopt a resolution of consideration to levy the special tax and/or to alter the rate or method of apportionment of the special tax
 - FY26 rates for residential properties in \$303.72 or \$303.72 per acre or fraction thereof;
 - Rate for FY27 will be to the Council on June 2.

HOW WOULD CHARGING RESIDENTIAL AND NON-RESIDENTIAL PARCELS THE SAME PER ASSESSMENT RATE CHANGE LMD REVENUE?

FY26 Base Year

Category	# of parcels	Acreage	FY26 LMD Levy	FY26 Billed
Residential	4,063	NA	\$303.72/parcel	\$1,234,014.36
Non-Residential	58	359.774	\$303.72/acre	\$103,571.48
Exempt	9	NA	\$0	\$0
Total	4,139			\$1,337,585.84

FY26 with New Apportionment




Category	# of parcels	Acreage	FY26 LMD Levy	FY26 Billed
Residential	4,063	NA	\$303.72/parcel	\$1,234,014.36
Non-Residential	58	NA	\$303.72/parcel	\$17,615.76
Exempt	9	NA	\$0	\$0
Total	4,139			\$1,251,630.12

Difference -
\$85,955.72

LMD APPORTIONMENT CHANGE

Business	Current Assessment	Revised Assessment	Variance
Business #1	\$3,948.48	\$303.72	(\$3,644.76)
Business #2	\$607.46	\$303.72	(\$303.74)
Business #3	\$1,518.64	\$303.72	(\$1,214.92)
Business #4	\$1,214.92	\$303.72	(\$911.20)
Business #5	\$607.46	\$303.72	(\$303.74)
Business #6	\$1,518.64	\$303.72	(\$1,214.92)
Business #7	\$911.18	\$303.72	(\$607.46)
Business #8	\$67,731.70	\$4,252.08	(\$63,479.62)
Business #9	\$3,948.48	\$303.72	(\$3,644.76)
Business #10	\$2,126.10	\$303.72	(\$1,822.38)
Business #11	\$607.46	\$303.72	(\$303.74)
Business #12	\$607.46	\$303.72	(\$303.74)
Business #13	\$2,733.56	\$303.72	(\$2,429.84)
Business #14	\$4,252.22	\$303.72	(\$3,948.50)
Business #15	\$607.46	\$303.72	(\$303.74)
Business #16	\$607.46	\$303.72	(\$303.74)
Business #17	\$1,518.64	\$303.72	(\$1,214.92)
Totals	\$95,067.32	\$9,111.60	(\$85,955.72)

LMD ORDINANCE OPTIONS

Option	AS-IS	Options	Decisions Made
Length of Extension?	10 years	10 years previously discussed	
New base assessment & CPI?	\$303.72 per residential; \$303.72 per acre for non-residential parcel	Current base +10% previously discussed & keeping same CPI	
Oversight body?	Yes	Yes	
Which body & number of members?	TLC & 11 members		
Update the description of District Services?	“ongoing operations and maintenance of trail system, roadway landscape, open space weed abatement and related expenses. . .”		

**LANDSCAPE AND
MAINTENANCE
DISTRICT
ASSESSMENT
RENEWAL**

Ballot language from Measure H - 2017

CITYWIDE TRAILS AND LANDSCAPE MAINTENANCE DISTRICT
CONTINUATION OF EXISTING SERVICES AND SPECIAL PARCEL
TAX

Shall the existing Community Facility District 2007-1 (Trails and Landscape Maintenance District) be continued with a Citizens Oversight Committee for ten years to fund on-going operations and maintenance of the trails system, roadway landscape, open space weed abatement, and related expenses at the current annual special tax's rate and methodology (presently \$234.84/year per residential and non-residential parcel or fraction thereof), for FYs 2017-2027?

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**LMD
ASSESSMENT
RENEWAL BALLOT
MEASURE
NEXT STEPS**

- June 16, 2026: Council will consider adopting the following:
 - Resolution calling for the placement of a LMD assessment renewal on the November 3, 2026 municipal election ballot which will include the LMD Assessment Renewal Ordinance attached as Exhibit A
 - Resolution requesting the consolidation of the general municipal election with the statewide general election
 - Resolution providing for the filing of direct and rebuttal arguments regarding the LMD assessment renewal
- Adoption will require a majority vote of the Council
- When approved, the three resolutions will be submitted to the County Elections Department no later than August 7, 2026
- Measure will require 2/3+1 voter approval

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NEXT STEPS TO GETTING THE MEASURES ON THE BALLOT

May 19 – Finalize ballot language

June 16 – 1) Resolution of Consideration to extend the special tax (LMD) and establish the additional Sales Tax; 2) Public Hearing on the extension of the special tax (LMD) and the establishment of the additional Sales Tax, and;
3) Determine who with author “in favor” argument and rebuttal to “opposition”

August 7 – Submit Notice of Election and ballot measure wording for both measures to County Elections no later than this date

August 10 – Local measure ballot letter assignment by County

August 19 & 24 – Submit direct & rebuttal arguments no later than these dates

August 26 & October 7 – Town Hall meetings on the tax measures

November 3 – Election Day

12

Q & A



Thank you





SALES TAX & LMD ASSESSMENT WORKSHOP 2.0

Clayton City Council
May 19, 2026

SALES TAX

SALES TAX BALLOT LANGUAGE

71/75 Words

CITY OF CLAYTON SALES TAX MEASURE.

To provide local funding to maintain City of Clayton programs, services, and facilities, including: police services, traffic enforcement and road safety, road and sidewalk improvements, enhance library and recreation opportunities, park maintenance, recruitment and retention of city employees and other city services, shall the City of Clayton levy a 1% sales tax until ended by voters generating approximately \$1,000,000 annually, subject to public review, annual audits and all funds benefitting Clayton?”

3

SALES TAX BALLOT MEASURE NEXT STEPS

- June 16, 2026: Council will consider adopting the following:
 - Resolution calling for the placement of a general tax measure on the November 3, 2026 municipal election ballot which will include the Transaction and Use Tax (Sales Tax) Ordinance attached as Exhibit A
 - Resolution requesting the consolidation of the general municipal election with the statewide general election
 - Resolution providing for the filing of direct and rebuttal arguments regarding the general tax measure
- Adoption will require a 2/3 or greater vote of the Council
- When approved, the three resolutions will be submitted to the County Elections Department no later than August 7, 2026
- Measure will require 50%+1 voter approval

**LANDSCAPE AND MAINTENANCE
DISTRICT (LMD) ASSESSMENT
RENEWAL**

LMD ASSESSMENT RENEWAL BALLOT MEASURE FOLLOW UP FROM THE APRIL WORKSHOP

- History of the eleven-member advisory group/TLC?
 - Established through the 2007 measure
 - Designed to match the size of the 2007 Blue Ribbon Advisory Committee that reviewed the success of the initial 1997 tax
 - The idea of reducing the size over time has been considered from the beginning
- Apportionment of Residential/Non-Residential Assessments 6
 - Gov. Code § 53331: Council must adopt a resolution of consideration to levy the special tax and/or to alter the rate or method of apportionment of the special tax
 - FY26 rates for residential properties in \$303.72 or \$303.72 per acre or fraction thereof;
 - Rate for FY27 will be to the Council on June 2.

HOW WOULD CHARGING RESIDENTIAL AND NON-RESIDENTIAL PARCELS THE SAME PER ASSESSMENT RATE CHANGE LMD REVENUE?

FY26 Base Year

Category	# of parcels	Acreage	FY26 LMD Levy	FY26 Billed
Residential	4,063	NA	\$303.72/parcel	\$1,234,014.36
Non-Residential	58	359.774	\$303.72/acre	\$103,571.48
Exempt	9	NA	\$0	\$0
Total	4,139			\$1,337,585.84

FY26 with New Apportionment






Category	# of parcels	Acreage	FY26 LMD Levy	FY26 Billed
Residential	4,063	NA	\$303.72/parcel	\$1,234,014.36
Non-Residential	58	NA	\$303.72/parcel	\$17,615.76
Exempt	9	NA	\$0	\$0
Total	4,139			\$1,251,630.12

Difference **-\$85,955.72**

**LMD RATE &
METHOD OF
APPORTION-
MENT
CHANGE**

Business	Current Assessment	Revised Assessment	Variance
Business #1	\$3,948.48	\$303.72	(\$3,644.76)
Business #2	\$607.46	\$303.72	(\$303.74)
Business #3	\$1,518.64	\$303.72	(\$1,214.92)
Business #4	\$1,214.92	\$303.72	(\$911.20)
Business #5	\$607.46	\$303.72	(\$303.74)
Business #6	\$1,518.64	\$303.72	(\$1,214.92)
Business #7	\$911.18	\$303.72	(\$607.46)
Business #8	\$67,731.70	\$4,252.08	(\$63,479.62)
Business #9	\$3,948.48	\$303.72	(\$3,644.76)
Business #10	\$2,126.10	\$303.72	(\$1,822.38)
Business #11	\$607.46	\$303.72	(\$303.74)
Business #12	\$607.46	\$303.72	(\$303.74)
Business #13	\$2,733.56	\$303.72	(\$2,429.84)
Business #14	\$4,252.22	\$303.72	(\$3,948.50)
Business #15	\$607.46	\$303.72	(\$303.74)
Business #16	\$607.46	\$303.72	(\$303.74)
Business #17	\$1,518.64	\$303.72	(\$1,214.92)
Totals	\$95,067.32	\$9,111.60	(\$85,955.72)

LMD ORDINANCE OPTIONS

Option	AS-IS	Options	Decisions Made
Length of Extension?	10 years	10 years previously discussed	
New base assessment & CPI?	\$303.72 per residential; \$303.72 per acre for non-residential parcel	Current base +10% previously discussed & keeping same CPI	
Oversight body?	Yes	Yes	
Which body & number of members?	TLC & 5 members		
Update the description of District Services?	“ongoing operations and maintenance of trail system, roadway landscape, open space weed abatement and related expenses. . .”		

LANDSCAPE AND MAINTENANCE DISTRICT ASSESSMENT RENEWAL

Ballot language from Measure H - 2017

CITYWIDE TRAILS AND LANDSCAPE MAINTENANCE DISTRICT
CONTINUATION OF EXISTING SERVICES AND SPECIAL PARCEL TAX

Shall the existing Community Facility District 2007-1 (Trails and Landscape Maintenance District) be continued with a Citizens Oversight Committee for ten years to fund on-going operations and maintenance of the trails system, roadway landscape, open space weed abatement, and related expenses at the current annual special tax's rate and methodology (presently \$234.84/year per residential and non-residential parcel or fraction thereof), for FYs 2017-2027?

LMD ASSESSMENT RENEWAL BALLOT MEASURE NEXT STEPS

- June 2, 2026: Council will consider adopting the following:
 - Resolution of Consideration to Continue the Existing Special Parcel Tax Subject to the placement of a LMD assessment renewal on the November 3, 2026 municipal election ballot which will include the LMD Assessment Renewal Ordinance attached as Exhibit A
- July 7, 2026: Council at a Noticed Public Hearing will consider:
 - Resolution requesting the consolidation of the general municipal election with the statewide general election
 - Resolution providing for the filing of direct and rebuttal arguments regarding the LMD assessment renewal
- Adoption will require a majority vote of the Council
- When approved, the three resolutions will be submitted to the County Elections Department no later than August 5, 2026
- Measure will require 2/3+1 voter approval

NEXT STEPS TO GETTING THE MEASURES ON THE BALLOT

May 19 – Finalize ballot language

June 2 – Consider Resolution of Consideration to Extend LMD

June 16 – 1) Resolution of Consideration to establish the additional Sales Tax; Public Hearing on the establishment of the additional Sales Tax, and; 2) Determine who with author “in favor” argument and rebuttal to “opposition”, and 3) Consolidation of election on November 3

July 7 – Public Hearing to LMD extension, Resos on Authors and election Consolidation for the LMD

12

August 5 & 7 – Submit Notice of Election and ballot measure wording for both measures to County Elections no later than this date

August 10 – Local measure ballot letter assignment by County

August 19 & 24 – Submit direct & rebuttal arguments no later than these dates

August 26 & October 7 – Town Hall meetings on the tax measures

November 3 – Election Day

Q & A



Thank you

