



AGENDA

REGULAR JOINT MEETINGS

* * *

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

* * *

TUESDAY, December 3, 2013

7:00 P.M.

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

Mayor: Julie K. Pierce
Vice Mayor: Hank Stratford

Council Members

Jim Diaz
Howard Geller
David T. Shuey

- 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 on Monday prior to the Council meeting.
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.ci.clayton.ca.us
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours.
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7304.

*** CITY COUNCIL ***

December 3, 2013

1. **CALL TO ORDER THE CITY COUNCIL** – Mayor Pierce.

2. **PLEDGE OF ALLEGIANCE** – led by Mayor Pierce.

3. **CONSENT CALENDAR**

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

(a) **Information Only**

1. Notification by Republic Services (aka Allied Waste Services) that residential and commercial solid waste collection and disposal services rates will increase by 1.40% (90% of the annual October-October Consumer Price Index change, per the City's Franchise Agreement), effective 01 January 2014. ([View here](#))

2. Notice of Public Hearing on Wednesday, January 8, 2014 by the Contra Costa Water District Board (CCWD) of its consideration of a treated water revenue increase of up to 3.5%. ([View here](#))

(b) Approve the minutes of the regular meeting of November 19, 2013. ([View here](#))

(c) Approve Financial Demands and Obligations of the City. ([View here](#))

(d) Approve the rescission of a contract with Konica Minolta Business Systems for replacement of the existing City Hall copier machine, and approve a multi-year lease agreement with Caltronics Business Solutions to replace the City Hall copier. ([View here](#))

(e) Adopt a Resolution approving and implementing a City Administrative Policy concerning Mandatory Reporting of incidents or reports of the abuse of minors. ([View here](#))

(f) Adopt a Resolution approving Christopher Diaz with the law firm of Best Best & Krieger, LLP, as the Assistant City Attorney/Assistant General Counsel of and for the City of Clayton. ([View here](#))

4. **RECOGNITIONS AND PRESENTATIONS**

(a) Certificate of Recognition to Jad Ghannam, BSA Eagle Scout candidate, for preparation and installation of two (2) sets of bicycle racks in Stranahan Park and Westwood Park as his Eagle Scout Project. ([View here](#))

5. ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL

- (a) Election of Mayor by the City Council [Mayor Pierce to conduct the election].
([View here](#))
- (b) Election of Vice Mayor by the City Council [Newly-elected Mayor to conduct the election].
([View here](#))
- (c) Recognitions and comments by Mayor and Council Members.

6. REPORTS

- (a) Planning Commission – No meeting held
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees,
Commissions and Boards.
- (e) Other

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. When one's name is called or you are recognized by the Mayor as wishing to speak, the speaker shall approach the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

8. PUBLIC HEARINGS

- (a) Public Hearing to consider an amendment to the City Master Fee Schedule establishing a fee deposit for processing appeals of Administrative Code Enforcement violation citations.
(Community Development Director) ([View here](#))

Staff recommendation: **1)** Receive staff report; **2)** Open the Public Hearing and receive public comment; **3)** Close the Public Hearing; and **4)** Following Council consideration of any public comment and discussion, approve a motion adopting

the Resolution establishing a fee for processing appeal hearings on City Code Enforcement citations.

9. ACTION ITEMS

- (a) City Council discussion and direction to staff regarding the disposition of General Fund excess monies in the amount of \$182,671 from FY 2011-12.
(City Manager) ([View here](#))

Staff recommendation: Following presentation of the staff report and opportunity for Council discussion, that Council provide policy direction to staff concerning any allocation of the one-time annual excess funds.

- (b) Council Member request to discuss proposal for an expanded permanent stage off the existing gazebo at The Grove Park for concerts or other theatrical or musical productions, plus electrical power supply upgrade to 50 amps and a band shade.
(Councilmember Geller). ([View here](#))

Staff recommendation: Following discussion and opportunity for public comment, that Council provide policy instruction regarding the proposal.

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

11. RECESS (UNTIL CONCLUSION OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT MEETING)

12. RE-OPEN THE CITY COUNCIL MEETING – Mayor.

13. CLOSED SESSIONS

- (a) *Government Code Section 54956.9(d)(1)*
Conference with Legal Counsel – Existing Litigation
City of Brentwood, et al. v. Campbell – Superior Court Case No. A138268

- (b) *Government Code Section 54957.6*, Conference with Labor Negotiator
Instructions to City-designated labor negotiator: City Manager.

1. Employee Organization: Clayton Police Officers' Association (CPOA).

- (c) *Government Code Section 54957*

Public Employee Annual Performance Evaluation
Position Title: City Manager

- (d) *Government Code Section 54957.6*, Conference with Labor Negotiator
Instructions to City-designated Representative: Julie K. Pierce, Council Member
Unrepresented City Employee: Gary Napper, City Manager

Reports out from Closed Session: Mayor.

- 14. ADJOURNMENT**– the next regularly scheduled City Council meeting is December 17, 2013.

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
December 3, 2013

1. CALL TO ORDER AND ROLL CALL – Chairman Shuey.

2. PUBLIC COMMENTS

Members of the public may address the District Board of Directors on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the Secretary. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. When one's name is called or you are recognized by the Chair as wishing to speak, the speaker shall approach the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

3. CONSENT CALENDAR

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- (a) Approve the Board of Directors' minutes for its regular meeting July 16, 2013.
([View Here](#))

4. ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS([View Here](#))

- (a) Nominations and election of Chair (Chairman Shuey to conduct the election)
(b) Nominations and election of Vice Chair (New Chair to conduct the election).

5. PUBLIC HEARINGS - None.

6. ACTION ITEMS – None.

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

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

#

Agenda Date: 12/3/2013

Agenda Item: 3a(1)



Received

NOV 25 2013

City of Clayton

November 21, 2013

Mr. Gary Napper
City Manager
6000 Heritage Trail
Clayton, CA 94517

Dear Gary:

Republic Services is providing notification of our intention to adjust the residential and commercial refuse collection rates by the corresponding percentage change in the Consumer Price Index (CPI) – All Urban Consumers – for San Francisco-Oakland-San Jose Bay Area through October 2013. I have attached a copy of the U.S. Department of Labor Statistics CPI calculations. The CPI increase is 1.56%.

We are allowed 90% of the CPI for 2014 so the rate increase will be 1.40%. The rate adjustment will take effect on January 1, 2014.

A copy of the historic data is attached for verification purposes. A bill message will be on the December invoice.

I will provide you with a status report of the road fee within the next couple of weeks. Feel free to contact me at (925) 671-5823 if you have any questions.

Sincerely,

Timothy M. Argenti
GENERAL MANAGER

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUURA422SAO
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2003 to 2013

[illegible]

2. Section 4 of the Agreement is amended in its entirety effective immediately to read as follows:

Administrative Services and Franchise Fees; Community Enhancement Fee. Effective the next collector billing cycle for customer services in Clayton following approval of this amended Agreement, and as consideration for this franchise granted by City for use of its public rights of way, and to partially reimburse the City for its costs in overseeing this agreement and for services and programs pertaining thereto, Collector shall pay to the City a total annual franchise fee of ten percent (10%) of Collector's gross receipts from customer services provided under this Agreement to residential, commercial and industrial customers within the City limits of Clayton. The franchise fee shall be paid quarterly within 30 thirty (30) days after the end of each calendar quarter and shall be based upon actual gross receipts of Collector for the proceeding calendar quarter.

As further consideration for the extension of the Term of the Agreement, Collector shall, by January 15, 2013, pay to the City a Community Enhancement Fee in the amount of \$100,000.

3. Section 6 of the Agreement is amended to insert the following new paragraph at the end of 6.A.:

Effective the next collector billing cycle for customer services in Clayton following approval of this amended Agreement, Collector will charge up to the maximum service rates as set forth in Exhibit A attached hereto. Commencing effective on January 1, 2013, and every January 1st thereafter during the Term, the Collector's maximum monthly collection rates inclusive of landfill fees shall be increased automatically by an amount equal to ninety percent (90%) of the percentage increase in the Consumer Price Index for the San Francisco Bay Area- All Urban Consumers (base year: 1982-84) during the most recent twelve month period prior to the January 1 rate adjustment date for which such data is available ("CPI"), subject to the following minimum guaranteed rate increase and the maximum rate cap: regardless of the actual applicable change in the CPI, Collector shall receive at least a one percent (1%) increase in its rates every January 1st and Contractor's rates shall not increase more than five percent (5%) at any such annual CPI adjustment.

4. Section 7 of the Agreement is replaced and amended to read in its entirety:

7. Landfill Capacity. Collector agrees to reserve and provide disposal capacity at the Keller Canyon Landfill for all Solid Waste and Yard Waste collected within the franchise area during the term of this Agreement.

5. Section 9 of the Agreement shall be amended to add a new sentence at the end as follows:

Any collection vehicles that are replaced during the term of the Agreement shall be replaced with collection vehicles that use Natural Gas fuel.

Agenda Date: 12/3/2013

Agenda Item: 3a(2)

Contra Costa Water District
Notice of Public Hearing on Potential Water Rate and Charge Increases
Wednesday, January 8, 2014 at 6:30 p.m.; Board Room - 1331 Concord Avenue, Concord CA

The Contra Costa Water District (District/CCWD) wishes to notify you of a Public Hearing where a treated water revenue increase of up to 3.5% will be considered. Public comments and written protests may be submitted to the District prior to and at the Public Hearing. Following the Public Hearing, the Board will consider adoption of the proposed revenue increase. The revenue increase will apply to the quantity charge and daily service and demand components of the water rate. If a 3.5% revenue increase is approved, the increase to a single family residential customer in the District using 350 gallons per day (average customer) would be approximately \$2.44 per month. Excess Use Charges (EUC) only apply to residential and landscape irrigation customers who use both in excess of 1,000 gallons per day (GPD) and exceed their historical average. A customer with a historical average of 1,000 gallons per day and using 10 hundred cubic feet (7,480 gallons) more than their historical monthly average will see an additional increase of \$1.65 in their monthly water costs. The increase applies only to the amount of water over 1,000 GPD in this example. Customers using less than 1,000 GPD or less than their historical average are not subject to an EUC.

Quantity and Service Charges			
	Current Charge	Potential Increase	Potential Charge
Quantity Charge per hundred cubic feet (748 gallons)	\$3.1574	\$0.1651	\$3.3225
Daily Service and Demand Charge*	\$0.5609	\$0.0041	\$0.5650
Excess Use Charge**	\$3.1574	\$0.1651	\$3.3225

* For a 5/8-inch meter; charges for larger meters are proportionate to size as generally described in Section 5.12.010 CCWD Code of Regulations.

** Represents incremental charge over and above the Quantity Charge, and is only applied to quantity of water that is both in excess of 1,000 GPD and greater than the historical average.

Water rates pay for the safe and reliable delivery of drinking water to all CCWD customers. A revenue increase of up to 3.5% is necessary to meet operation and maintenance requirements, fund capital improvements to aging infrastructure, and offset increased costs of purchasing water supplies. For further information go to www.ccwater.com and click on "publications" and then "financial information" to see the District's budget, ten-year financial plan, and Comprehensive Annual Financial Report, or call (925) 688-8044.

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

Agenda Date: 12/3/2013

Agenda Item: 3 b

TUESDAY, November 19, 2013

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Vice Mayor Stratford in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Pierce (arrived during Closed Session), Vice Mayor Stratford, Councilmembers Diaz and Geller. Councilmembers absent: Councilmember Shuey. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, Finance Manager Merry Pelletier, and City Clerk Laci Kolc.
2. **PLEDGE OF ALLEGIANCE** – led by Vice Mayor Stratford.
3. **CONSENT CALENDAR-** It was moved by Councilmember Geller, seconded by Councilmember Diaz, to approve the Consent Calendar as submitted (Passed; 3-0).
 - (a) Approved the minutes of the regular meetings of November 5, 2013
 - (b) Approved Financial Demands and Obligations of the City.
 - (c) Authorized the closure of the Clayton Community Library on three (3) holiday-related Sundays in calendar year 2014.
4. **RECOGNITIONS AND PRESENTATIONS** – None.
5. **REPORTS**
 - (a) Planning Commission- No meeting held.
 - (b) Trails and Landscaping Committee – No meeting held.
 - (c) The City Manager stated he made a conditional offer of employment to a new Finance Manager. He noted current Finance Manager Merry Pelletier is retiring on December 31, 2013. He stated the new Finance Manager is a CPA and has done auditing work for local governments and cities for the last five years and is expected to start on December 9th. Next, he stated this is City Clerk Laci Kolc's last meeting as she has accepted a position with the City of American Canyon as the Human Resources Manager. He thanked Mrs. Kolc for 7 years as City Clerk/HR Manager.
 - (d) City Council

Councilmember Geller attended the Mayors' Conference and sent research data to PMC for the Housing Element.

Councilmember Diaz attended the Clayton Business group mixer, Oktoberfest wrap up meeting, and the Morgan Fire town hall meeting. He also attended the Woman's Club Boutique and the ad-hoc budget sub-committee meeting to review the audit.

Vice Mayor stated the "Do the Right Thing" trait of November and December is "Kindness. He also stated he attended the ad-hoc budget sub-committee meeting to discuss the audit.

- (e) Other – None.

6. **PUBLIC COMMENTS**

Richard Taylor reported the 33rd annual Clayton Ghost Walk was a success. He stated there was a well behaved crowd and he thanked the Clayton Police Department for their support and the use of their PA system. Lastly, he stated he appreciates the City Council's continued support to hold the Ghost Walk.

7. **PUBLIC HEARINGS** - None.

8. **ACTION ITEMS**

- (a) Presentation and approval of the City's Audited Financial Statement for Fiscal Year 2011-2012 prepared by Cropper Accountancy Corporation, Certified Public Accountants (CPA).

John Cropper stated on behalf of Cropper Accountancy Corporation he is here to present the June 30, 2012 Financial Statements. He stated he previously met with the ad-hoc budget sub-committee to discuss the audit. He stated the Manager on the audit was Paul Sas who will present the "State of the City" finance report tonight.

Mr. Sas started the presentation by stating this is an "unqualified audit". He stated this was a difficult year because of the dissolution of the Redevelopment Agency (RDA). He stated the City saw a loss of \$6.1 million by the RDA. He also stated expenses were down about \$4.1 million. He stated the General Fund is strong and has an annual net equity of \$182,671 and an unassigned fund balanced of \$4,913,879.

Mr. Sas stated over the last three years revenues have been steadily over expenditures. He stated the City wrote off some debt with the escheat recapture of \$53,930 which increased the fund balance. He stated there was difficulty with some of the other funds but Assistant Finance Manager Rich Sanders helped investigate the problems. He stated the fund balance was reduced because of transfers that were not made the last several years.

Councilmember Geller asked what made the prior year adjustment that reduced fund balance? Mr. Sas stated it was over several years going back to the setting up of many of the fiduciary funds (bridges, sewers, etc). He stated staff received bad advice from previous auditors on how to set these things up.

The City Manager asked if this is City-wide adjustment or to the General Fund? Mr. Cropper stated the corrections are in the fiduciary funds ("Agency Funds"), not general fund.

Mr. Cropper clarified these funds are similar to private purpose trust funds. Mr. Cropper stated the funds were fine but certain transfers did not happen that were supposed to. The City Manager added staff refers to these as Restricted Use Funds.

Mr. Cropper stated there was a auditor management letter and an auditor communication letter in the packet and he is happy to address any questions. He stated he reviewed City Management's response to the management letter and he is comfortable with that reply.

The City Manager noted this was a very challenging audit because there was a lot happening with software malfunctions and redevelopment agency dissolution. He complimented Mr. Cropper and Mr. Sas on working with staff to get this audit completed.

Mr. Cropper added the Finance Manager always had a smile and worked long hours in completing this audit.

Councilmember Geller thanked the auditors for their hard work.

Mrs. Sas noted they are well into the 2013 audit and are hoping to present it to the Council in early 2014.

Vice Mayor Stratford thanked the Finance Manager for her work on this audit.

No public comments were received.

It was moved by Councilmember Geller, seconded by Councilmember Diaz, to approve and accept the FY 2011-2012 Audited Financial Statement as submitted (Passed; 3-0 vote).

Vice Mayor Stratford stated the next item to discuss is the left over money (\$182,000) from the General Fund's annual net equity. He suggested using \$46,270 to pay for the Miscellaneous employees restoration of furloughs; \$54,151 to replenish the self-insurance fund, \$25,000 for the Capital Equipment Replacement Fund, and the remaining \$57,000 to use towards negotiations with the City Manager and the Clayton Police Officers Association.

Councilmember Geller stated he would like to table this discussion to a later Council meeting when the full Council is present.

After discussion the City Council decided to bring this decision back on a future Council agenda.

9. COUNCIL ITEMS

Councilmember Geller stated he would like to discuss on a future agenda putting an expanded stage at The Grove Park.

10. RECOGNITIONS AND PRESENTATIONS

Vice Mayor Stratford presented City Clerk Laci Kolc with a plaque in recognition of her service to the City of Clayton from 2006-2013 and thanked her for her hard work.

11. 7:45 p.m. RECESS-On call by Mayor Stratford the Council held a short recess.

12. **7:52 p.m. CLOSED SESSIONS** – On call by Vice Mayor Stratford the Council adjourned into Closed Session for the following purposes:

(a) *Government Code Section 54957*
Public Employee Annual Performance Evaluation
Position Title: City Manager

(b) *Government Code Section 54957.6*, Conference with Labor Negotiator
Instructions to City-designated Representative: Julie K. Pierce, Mayor
Unrepresented City Employee: Gary Napper, City Manager

8:21 p.m. Reports out from Closed Session: Mayor Pierce announced no reportable action was taken.

12. **ADJOURNMENT**– on call by Mayor Pierce the meeting adjourned at 8:22 p.m.

#

Respectfully submitted,

Janet Brown, Interim City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Julie K. Pierce, Mayor



Agenda Date 12/3/2013

Agenda Item: 3c

Approved: 

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Jennifer Giantvalley, Accounting Technician

DATE: 12/3/2013

SUBJECT: INVOICE SUMMARY

RECOMMENDATION:

Approve the following invoices:

11/25/2013 Cash Requirements Report	\$ 99,293.54
11/22/2013 Sheffield Deposit Refund Ck # 29899	\$ 2,643.54
11/22/2013 Blatter Deposit Refund Ck # 29900	\$ 110.31
11/22/2013 Wheeler Deposit Refund Ck # 29901	\$ 499.56

Total: \$ 102,546.95

Attachments:

Cash Requirements Report dated 11/25/2013 (3 pages)

Deposit Refunds (14 pages)

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
Contra Costa County Office of the Sheri	12/3/2013	11/12/2013	13-1951	Range Use - October 2013	\$370.00	\$0.00	\$370.00
				Totals for Contra Costa County Office of the Sheriff-Fiscal (Training):	\$370.00	\$0.00	\$370.00
Crop Production Svcs							
Crop Production Svcs	12/3/2013	11/7/2013	241151	supplies - order # 539880	\$4,421.38	\$0.00	\$4,421.38
				Totals for Crop Production Svcs:	\$4,421.38	\$0.00	\$4,421.38
Crystal Clear Logos, Inc							
Crystal Clear Logos, Inc	12/3/2013	10/30/2013	13-20948	shirt/logo volunteer	\$36.01	\$0.00	\$36.01
				Totals for Crystal Clear Logos, Inc:	\$36.01	\$0.00	\$36.01
De Lage Landen Financial Services, Inc.							
De Lage Landen Financial Services, Inc.	12/3/2013	11/21/2013	4090843	Final Payment for Contract 25079777	\$935.96	\$0.00	\$935.96
				Totals for De Lage Landen Financial Services, Inc.:	\$935.96	\$0.00	\$935.96
Sydney delaTorre							
Sydney delaTorre	12/3/2013	11/20/2013	53419	Deposit Refund for EH 11/10/13	\$500.00	\$0.00	\$500.00
				Totals for Sydney delaTorre:	\$500.00	\$0.00	\$500.00
LarryLogic Productions							
LarryLogic Productions	12/3/2013	11/20/2013	1374	City Council Meeting 11/19/13	\$300.00	\$0.00	\$300.00
				Totals for LarryLogic Productions:	\$300.00	\$0.00	\$300.00
Lexipol LLC							
Lexipol LLC	12/3/2013	11/1/2013	9830	LE Policy Update KMS 12/1/13-11/30/14	\$2,450.00	\$0.00	\$2,450.00
				Totals for Lexipol LLC:	\$2,450.00	\$0.00	\$2,450.00
Marken Mechanical Services Inc							
Marken Mechanical Services Inc	12/3/2013	11/12/2013	113-17942	Service Call - City Hall	\$500.00	\$0.00	\$500.00
				Totals for Marken Mechanical Services Inc:	\$500.00	\$0.00	\$500.00
Kristine Nebeker							
Kristine Nebeker	12/3/2013	11/21/2013	806989	Deposit Refund for EH 8/10/13	\$500.00	\$0.00	\$500.00
				Totals for Kristine Nebeker:	\$500.00	\$0.00	\$500.00
Neopost (add postage)							
Neopost (add postage)	12/3/2013	11/18/2013	postage	Postage addition 11/18/13	\$300.00	\$0.00	\$300.00
				Totals for Neopost (add postage):	\$300.00	\$0.00	\$300.00
Pacific Telemanagement Svc							
Pacific Telemanagement Svc	12/3/2013	11/20/2013	593768	Pay Phone December 2013	\$73.00	\$0.00	\$73.00
				Totals for Pacific Telemanagement Svc:	\$73.00	\$0.00	\$73.00
PG&E							
PG&E	12/3/2013	11/14/2013	10/15/13-11/13/13	Service 10/15/13-11/13/13	\$17,332.61	\$0.00	\$17,332.61
PG&E	12/3/2013	11/15/2013	October/November	service 10/16/13-11/21/13	\$3,073.43	\$0.00	\$3,073.43
PG&E	11/7/2013	10/21/2013	2113151931	Service for October 2013	\$12.07	\$0.00	\$12.07

City of Clayton

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PMC (Planning) PMC (Planning)	12/3/2013	11/6/2013	38702	Totals for PG&E;	\$20,418.11	\$0.00		\$20,418.11
				Professional Services September 28 to October	\$1,737.07	\$0.00		\$1,737.07
				Totals for PMC (Planning);	\$1,737.07	\$0.00		\$1,737.07
SPRAYTEC (Sprayer Sales Co) SPRAYTEC (Sprayer Sales Co)	12/3/2013	11/11/2013	12693	Monthly Maintenance - Waste Water Treatme	\$225.00	\$0.00		\$225.00
				Totals for SPRAYTEC (Sprayer Sales Co);	\$225.00	\$0.00		\$225.00
Sprint Comm (PD) Sprint Comm (PD)	12/3/2013	10/29/2013	703335311-143	Service 9/26-10/25	\$260.35	\$0.00		\$260.35
				Totals for Sprint Comm (PD);	\$260.35	\$0.00		\$260.35
GRAND TOTALS:					\$99,293.54	\$0.00		\$99,293.54

11/22/2013

To: Robert & Cristie Sheffield
1047 Pebble Beach Drive
Clayton, CA 94517

SPR 03-13	11/15/2013	Deposit refund SPR 03-13		\$2,643.54	\$0.00	\$2,643.54
		Totals:		\$2,643.54	\$0.00	\$2,643.54

11/22/2013 29899

Two thousand six hundred forty three and 54/100 Dollars

\$** 2,643.54

Robert & Cristie Sheffield
1047 Pebble Beach Drive
Clayton, CA 94517

029899

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
	11/19/13	Refund for unused Site Plan Review deposit SPR 03-13			\$ 643.54
	11/19/13	Refund for C&D Deposit			\$2,000.00

Form # F835 To reorder, please call Blackboard Forms at our toll free number 866-422-3576

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK



6000 HERITAGE TRAIL, CLAYTON, CALIFORNIA 94517

BANK OF AMERICA, NA

11-35/1210

029899

CHECK DATE 11/19/13
CHECK NO. 29899

PAY

Two thousand six hundred forty three and 64/100 Dollars

CHECK AMOUNT

\$2,643.54

TO THE
ORDER
OF

Robert & Cristie Sheffield
1047 Pebble Beach Drive
Clayton, CA 94517

VOID AFTER 6 MONTHS

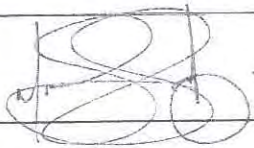
Robert E. Sheffield
San J. Jackson
AUTHORIZED SIGNATURE MP

CITY OF CLAYTON CHECK REQUEST

Vendor Number: <u>3299</u>	Vendor Name: <u>ROBERT & CRISTIE SHEFFIELD</u>
Invoice Number(s):	Vendor Address: <u>1047 PEBBLE BEACH DRIVE CLAYTON, CA 94517</u>
Payment Date:	

Description	Inv. #	Inv. Date	Amount	Charge to acct:
REFUND OF UNUSED DEPOSIT FOR			\$643.54	PROJECT I.D. # 1029
STEP PLAN REVIEW SPR-03-13				Acct. # 601-2740-00
Total			\$643.54	

Comments:
PLEASE SEE ATTACHED PROJECT DETAIL REPORT

Requested by: 	Date: <u>NOVEMBER 15, 2013</u>
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Department Approval: 	Date: <u>11/19/13</u>
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City Manager Approval: 	Date: <u>11-19-13</u>
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City of Clayton

Project Detail Report

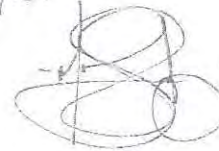
Date	Batch	Source	Reference	Balance
1029 - Sheffield SPR				
601-2740-00 - T&A Projects - Planning				
			<i>Beginning Balance</i>	\$0.00
4/17/2013	2581 - 40	General Journal	PR JE PPE 4/14/13, Pay 4/17/13	\$41.69
4/17/2013	2584 - 42	Cash Receipts	Robert Sheffield-549-3909	(\$1,000.00)
5/1/2013	2591 - 39	General Journal	PR JE PPE 4/28/13, Pay 5/1/13	\$208.43
10/16/2013	2899 - 54	General Journal	PR JE PPE 10/13/13, Pay 10/16/13 Milan	\$20.84
10/16/2013	2927 - 56	Accounts Payable	Jessica Boscacci-Petty cash-Petty cash reconciliation 10/16	\$2.03
			<i>Net Change</i>	(\$727.01)
			<i>Ending Balance</i>	(\$727.01)
			<i>Assets and Liabilities</i>	(\$727.01)

-83.57

(\$643.54)

PLEASE NOTE:

1 HOUR MORE CHARGED BY MS
 SO TOTAL DUE TO APPLICANT
 IS \$643.64 TO BE CHARGED
 ON PPE 11/24/13.



11/15/13

CASH RECEIPT

CITY OF CLAYTON
8000 Heritage Trail
Clayton, CA 94517
Tel. (925) 673-7300

Received From ROBERT & CRISTIE SHEFFIELD

Date APR 25, 2013

Address 1047 PEBBLE BEACH DRIVE, CLAYTON, CA 94517

Dollars \$ 605.-

For CASH BOND \$500 (601-2735-00)
MINOR STORMWATER PERMIT FEE \$105 (101-5109-00)

HOW PAID

AMT OF ACCOUNT	CASH
605.-	CHECK ☒ 6424
BALANCE DUE	MONEY ORDER ☐
	CREDIT CARD ☐

By [Signature]

ROBERT E. SHEFFIELD
CRISTIE J. SHEFFIELD
1047 PEBBLE BEACH DRIVE
CLAYTON, CA 94517

Pay to the Order of City of Clayton

6424 11-35/1210

APR 25, 2013

\$ 605.00

Six hundred five dollars and no/100 Dollars

BANK OF AMERICA

For Storm Water deposit + permit

Cristie J. Sheffield

⑆ 210003581642410982003759 ⑈

City Of Clayton

 Requisition

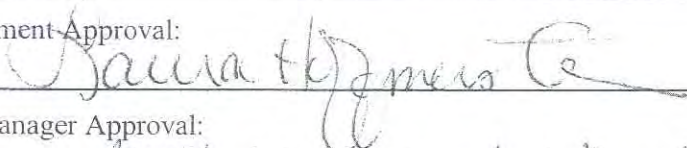
 Purchase Order #

 X Check Request

Vendor: Robert & Cristie Sheffield Address: 1047 Pebble Beach Drive Clayton, CA 94517	Ordered By: Laura Hoffmeister Date: 11/19/13
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Description			Total	Charge to acct:
Refund C&D Deposit			\$2,000.00	601-2745-00#8074

Comments:		
	Total:	\$2,000.00

Department Approval: 	Date: 11/19/13
City Manager Approval: <i>See attached CIP refund Memo Plan</i>	Date: 11/19/13

Finance Use Only:

Vendor Number:			
Invoice Number(s):	Amt. \$2,000.00		

City of Clayton

Project Detail Report

Date	Batch	Source	Reference	Balance
8074 - Sheffield- 1047 Pebble Beach Drive- Debris Mgmt				
601-2735-00 - Performance Deposit - Misc				
5/1/2013	2594 - 24	Cash Receipts	Robert & Christie Sh-560-3964	\$0.00
7/31/2013	2786 - 1	General Journal	CAP Inspections/Overhead - Permco	(\$500.00)
8/2/2013	2847 - 5	Accounts Payable	PERMCO, Inc.-10036-CAP Inspection	\$71.59
8/2/2013	2790 - 7	General Journal	Permco Invoice # 10036 - overhead	\$41.50
9/30/2013	2881 - 1	General Journal	Inspection Fees - Permco deducted from 2744, SB 2735	\$6.23
10/7/2013	2891 - 1	General Journal	Overhead cost PERMCO Inv 10090	\$71.59
10/7/2013	2923 - 33	Accounts Payable	PERMCO, Inc.-10090-CAP Inspection	\$6.23
10/28/2013	2931 - 19	Accounts Payable	Robert & Cristie She-025275-Deposit Refund CAP 0074, 1	\$41.50
10/30/2013	2908 - 2	General Journal	reversal of charges by Permco per Rick Angrisani	\$500.00
10/30/2013	2908 - 4	General Journal	reversal of charges and overhead by Permco per Rick Angri	(\$216.84)
			Net Change	(\$21.80)
			Ending Balance	\$0.00
601-2744-00 - T&A Projects - Stormwater				
4/29/2013	2592 - 5	General Journal	Overhead for Invoices 9964-9975 dated 4/29/13	\$0.00
5/1/2013	2598 - 677	Accounts Payable	PERMCO, Inc.-9970-Construction Activity Permit Insp	\$6.23
6/12/2013	2698 - 88	Accounts Payable	PERMCO, Inc.-10002-Construction Activity Permit	\$41.50
6/12/2013	2686 - 11	General Journal	Overhead Costs Permco 5/25/13-6/7/13- Inv # 9999-10006	\$20.75
9/30/2013	2881 - 2	General Journal	Inspection Fees - Permco SB 601-2735-00/8074	\$3.11
			Net Change	(\$71.59)
			Ending Balance	\$0.00
601-2745-00 - T&A Projects - C&D				
5/1/2013	2594 - 29	Cash Receipts	Robert & Christie Sh-560-3965	\$0.00
			Beginning Balance	(\$2,000.00)
			Net Change	(\$2,000.00)
			Ending Balance	(\$2,000.00)

Refund C+D

CONSTRUCTION and DEMOLITION DEBRIS MANAGEMENT PLAN [Pg 2]

SECTION I. BEFORE START OF PROJECT: Identify the materials that you estimate will be recycled, salvaged or landfilled. Identify the handling procedure, hauler and/or destination of each material type.

SECTION II. UPON COMPLETION OF PROJECT: Indicate the material **types and quantities** recycled, salvaged or disposed from this job-site. Official weight tags must be submitted with this completed report identifying 1) job site address, 2) weight of load(s), 3) material type(s) and 4) if materials were recycled, salvaged or disposed. Submit completed form with receipts/tags to City of Clayton Community Development Department.

Material Type	Section I Identify materials (✓) (Est. amount by weight - optional)			Handling procedure, hauler or final destination of materials	Section II Quantity of each material (by weight) (To be filled out at completion of project)			City use only Acceptable weight tag (staff initials)
	Recycle	Salvage	Landfill		Recycled	Salvaged	Landfilled	
Asphalt & Concrete	✓			County Quarry	51,340			114904 24,960
Brick, Tile								204677 26,380
Building materials-doors, windows, fixtures, cabinets								
Cardboard								
Dirt/Clean Fill	✓			Chip It	13,940			#6002 4/10/13 PMM
Drywall								
Carpet padding/Foam								
Plate/window Glass								
Scrap Metals (steel, aluminum, brass, copper, etc.)								
Unpainted Wood & Pallets	✓							
Yard Trimmings (brush, trees, stumps, etc.)	✓			County Quarry				114546 3/12/13 ALZC 115 261103 12500 lbs 3/12/13
Other:								
Garbage								

If no materials are targeted for recycling or salvage, please state why:

Contractor's Signature / Date

Property Owner's Signature / Date

Use Only: Recycling meets 50% minimum - (Amount 88 %) Yes ☒ No ☐ Staff Initials: MM Date: 11/18/13

fund: Yes ☒ No ☐ Refund Amount: 2,000

Authorized By: [Signature] Date: 11/18/13

Name: Robert + Christie Sheffield
Address: 1047 Pebble Beach Dr.
Clayton, CA 94517

Count # 601-2145 # 8074

Vendor # 11-19-13
City Manager Approval [Signature]

11/22/2013

To: Jeanine & Allen Blatter
113 Forest Hill Drive
Clayton, CA 94517

1026	11/14/2013	Deposit Refund Project 1026 SPR 01-13		\$110.31	\$0.00	\$110.31
		Totals:		\$110.31	\$0.00	\$110.31

11/22/2013 29900

One hundred ten and 31/100 Dollars

\$** 110.31

Jeanine & Allen Blatter
113 Forest Hill Drive
Clayton, CA 94517

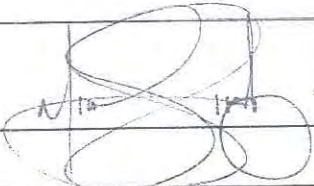
CITY OF CLAYTON CHECK REQUEST

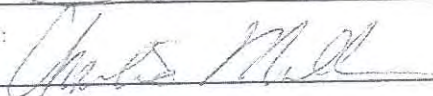
Vendor Number: <u>3304</u>	Vendor Name: <u>JEANINE & ALLEN BLATTER</u>
Invoice Number(s): <u>Proj. 1026</u>	Vendor Address: <u>113 FOREST HILL DRIVE CLAYTON, CA 94517</u>
Payment Date:	

Description	Inv. #	Inv. Date	Amount	Charge to acct:
REFUND OF DEPOSIT FOR SITE			\$110.31	PROJECT I.D. # 1026
PLAN REVIEW PERMIT SPR-01-13				Acct. # 601-2740-00
Total			\$110.31	

Comments:
PLEASE SEE ATTACHED PROJECT DETAIL REPORT

☒ ENTERED

Requested by: 	Date: <u>NOVEMBER 14, 2013</u>
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Department Approval: 	Date: <u>11/19/13</u>
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City Manager Approval: 	Date: <u>11-19-13</u>
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City of Clayton Project Detail Report

Date	Batch	Source	Reference	Balance
1026 - Blatter SPR				
601-2740-00 - T&A Projects - Planning				
			<i>Beginning Balance</i>	<i>\$0.00</i>
2/11/2013	2454 - 12	Cash Receipts	Jeanine Blatter-504-3674	(\$1,000.00)
2/20/2013	2453 - 40	General Journal	PR JE PPE 2/17/13	\$208.43
2/28/2013	2485 - 5	General Journal	JEFeb7 Billable Hours, Projects, Ken Craig -Interim CDD	\$56.13
3/6/2013	2470 - 44	General Journal	PR JE PPE 3/3/13 Pay 3/6/13	\$291.80
3/8/2013	2535 - 1	General Journal	Review of Staff Report	\$31.19
3/12/2013	2535 - 2	General Journal	Planning Commission Hearing	\$31.19
3/20/2013	2519 - 37	General Journal	PR JE PPE 3/17/13 Pay 3/20/13	\$250.11
4/3/2013	2556 - 40	General Journal	PR JE PPE 3/31/13 Pay 4/3/13	\$437.69
10/30/2013	2905 - 49	General Journal	PR JE PPE 10/27/13, Pay 10/30/13 Milan	\$41.69
10/30/2013	2910 - 2	General Journal	Erroneous charge to project, correct charge to be for PPE 1	(\$41.69)
10/30/2013	2910 - 4	General Journal	Planning time erroneously posted to incorrect project in P	(\$437.69)
11/13/2013	2942 - 60	Payroll	PR JE PPE 11/10/13, Pay 11/13/13	\$20.84
			<i>Net Change</i>	<i>(\$110.31)</i>
			<i>Ending Balance</i>	<i>(\$110.31)</i>
			Assets and Liabilities	(\$110.31)
101-5304-00 - Planning Fees (Public Hearing)				
			<i>Beginning Balance</i>	<i>\$0.00</i>
2/28/2013	2485 - 6	General Journal	JEFeb7 Billable Hours, Projects, Ken Craig -Interim CDD	(\$56.13)
11/20/2013	2957 - 1	General Journal	Billable Hours for Ken Craig Interim CDD (JEFeb 7)	\$56.13
			<i>Net Change</i>	<i>\$0.00</i>
			<i>Ending Balance</i>	<i>\$0.00</i>
			Total Fund Balance (including Net Surplus Deficit)	\$0.00

11/22/2013

To: Stephen Wheeler
P O Box 250
Clayton, CA 94517

1033	11/14/2013	Deposit refund for HOP 13-13	\$499.56	\$0.00	\$499.56
		Totals:	\$499.56	\$0.00	\$499.56

11/22/2013 29901

Four hundred ninety nine and 56/100 Dollars

\$** 499.56

Stephen Wheeler
P O Box 250
Clayton, CA 94517

CITY OF CLAYTON CHECK REQUEST

Vendor Number: <u>3303</u>	Vendor <u>STEPHEN WHEELER c/o</u> Name: <u>WHEELER TAX AND BUSINESS SERVICES</u>
Invoice Number(s): <u>1033</u>	Vendor <u>P.O. Box 250</u> Address: <u>CLAYTON, CA 94517</u>
Payment Date:	

Description	Inv. #	Inv. Date	Amount	Charge to acct:
REFUND OF DEPOSIT FOR HOME			\$499.56	PROJECT I.D. # 1033
OCCUPATION PERMIT HOP-13-13				ACCT. # 601-2740-00
Total			\$499.56	

Comments:

PLEASE SEE ATTACHED PROJECT DETAIL REPORT



ENTERED

Requested by:	Date: <u>NOVEMBER 14, 2013</u>
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Department Approval:	Date: <u>11/19/13</u>
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City Manager Approval:	Date: <u>11-19-13</u>
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City of Clayton

Project Detail Report

Date	Batch	Source	Reference	Balance
1033 - HOP 13-13 /Wheeler Tax and Business Services				
601-2740-00 - T&A Projects - Planning				
			<i>Beginning Balance</i>	<i>\$0.00</i>
10/4/2013	0 - 741	Cash Receipts	Unposted Cash Receipts Receipt	(\$1,000.00)
10/16/2013	2899 - 60	General Journal	PR JE PPE 10/13/13, Pay 10/16/13 Milan	\$270.95
10/30/2013	2905 - 48	General Journal	PR JE PPE 10/27/13, Pay 10/30/13 Milan	\$83.37
11/13/2013	2942 - 58	Payroll	PR JE PPE 11/10/13, Pay 11/13/13	\$146.12
			<i>Net Change</i>	<i>(\$499.56)</i>
			<i>Ending Balance</i>	<i>(\$499.56)</i>
			Assets and Liabilities	(\$499.56)



Agenda Date: 12/3/2013

Agenda Item: 3d

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: LACI KOLC, CITY CLERK/HR MANAGER

DATE: December 3, 2013

SUBJECT: Approve the rescission of the contract with Konica Minolta Business Systems for replacement of the City Hall copier machine, and approve a multi-Year Agreement with Caltronics Business Systems for a Konica Minolta Bizhub C654e Copier Lease and Maintenance Agreement

BACKGROUND

On November 5, 2013 the City Council approved a contract with Konica Minolta Business Systems for a new City Hall copy machine. Staff executed the contract, paid off the current lease, and received instructions on how to return the machine to the leasing company. On Monday, November 25th staff was contacted by management at Konica Minolta and was informed that due to a "non-compete" clause with Caltronics Business Systems, Konica Minolta could not move forward with our lease or the delivery of the new copy machine.

Staff contacted Caltronics Business Systems (the City's current lease and maintenance agreement is with this company) in hopes they would be able to work out an arrangement with Konica Minolta (the parent company) in providing the City with the machine it desired and the price previously promised. Caltronics was able to get back to staff quickly with a resolution. Caltronics will honor the price and terms provided by Konica Minolta for the duration of this lease.

FISCAL IMPACT

Staff recommends Council approve the multi-year lease and maintenance agreement with Caltronics Business Systems for a replacement Konica Minolta C654e. Caltronics Business systems will be providing the same machine, lease price, and maintenance agreement as Konica Minolta Business Systems would have provided therefore the only change is the vendor the product.

There is \$8699 (\$724.91 per month) budgeted in Fiscal Year 2013-2014 for the current copier lease and maintenance agreement. If the City enters into a lease with Caltronics Business Systems for the C654e copier the City will pay approximately \$546.65 before taxes producing a considerable savings this fiscal year and over the term of the contract.

Caltronics (Konica C654e)

Lease	\$296.65
Maintenance Agreement 15,000 copies/ .005 per page	\$75.00
Click Charges 3,500 colored copies/.05 per page	\$175.00
Total	\$546.65

Caltronics also locked in the lease price and maintenance agreement price for the term of the lease and will be providing the return of our old copier for \$350 which is a \$50 savings over what was previously agreed to.

Attachments: Lease Agreement with Caltronics (7 pages)

Caltronics Order Form

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

Bill To: SAME

Contact: _____

Phone: _____

Email: _____

Fax: _____

Quantity	Description of Items Ordered
1	Bizhub C654e with 100 sheet staple finisher, saddle stitch kit, 2/3 hole punch kit, 10 key pad, and power tamer.
*	Includes delivery, setup to network, installation, and training.
**	Includes return of current Konica Minolta C652 (lease # 25079777) to DLL
***	Service rates locked for the term of the contract.

Remarks: Customer to be billed \$350 for the return of current Konica Minolta C652 with lease # 25079777.

Payment Terms

Lease ☐ CPC ☐ MPS ☐ Net 30 Buyout: ☒ FMV ☐ \$1.00

☐ COD ☐ Credit Card Monthly Payment: \$ 296.65 plus tax Term: 36 months

Purchase Price: _____ Sales Tax: _____ Total Due: _____

Sales Person: Mark Demee Delivery Date Req: _____

Stairs: ☐ Yes ☐ No Other Delivery Details: _____

X Customer Authorization: _____ Date: _____

Caltronics Acceptance: _____ Date: _____

Pick Up: ☒ Lease Return ☐ Trade In ☐ Disposal ☐ Storage

Lease Comp: DLL Lease #: 25079777 Brand: KM Model: Biz C652

Serial #: A0P0011003383

Customer has read, understands and agrees to the terms and conditions as stated. This agreement is non-cancelable

Caltronics Business Systems

Lease Agreement ("Lease")

LESSEE	Full Legal Name City of Clayton				Purchase Order Requisition Number	Phone Number
	Billing Address 6000 Heritage Trail		City Clayton	State CA	Zip 94517	County
EQUIPMENT	Make Konica Minolta	Model Number C654e	Serial Number	Quantity 1	Description (Attach Separate Schedule A if Necessary) FS-535, SD-512, PK-521, 10 key pad, & power tamer	
PAYMENT INFORMATION	Number of Lease Payments 36	Lease Payment (PLUS) \$296.65 +	Applicable Sales Tax (EQUALS) =	Total Lease Payment	Term of Lease in Months 36	Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other
		+	=			End of Lease Option: ☒ FMV ☐ 10% ☐ \$1 ☐ Other
		+	=			End of Lease Purchase Option shall be FMV unless another option is selected.
		+	=			
	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed		
		+	+	=		

TERMS AND CONDITIONS

- Definitions:** The words "you" and "your" refer to the customer named above, "we", "us" or "our(s)" refers to the Lessor of the equipment identified above ("Equipment").
- Lease:** We hereby agree to lease to you, and you agree to lease from us, the Equipment. You authorize us to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate. You promise to pay us according to the payment schedule show above, in advance, beginning on the day the Equipment is delivered and thereafter until all amounts are paid. LEASE PAYMENTS MUST BE PAID EVEN IF THE EQUIPMENT IS DAMAGED, DESTROYED, STOLEN OR NO LONGER USABLE, AND ARE NOT SUBJECT TO SET-OFFS, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. The Total Initial Payment is due upon your signing of the Lease. If any Lease payment is not paid by the due date, you agree to pay a late charge of seven percent (7%) for each payment, but in no event more than the maximum late charges allowed by law. You agree to pay \$25.00 for each check returned unpaid. Once we accept the Lease, you MAY NOT CANCEL it at any time during the Lease term. The Lease automatically renews for consecutive twelve month periods unless you, at least 60 days before the end of the term, send us a written notice that you do not want to renew. Provided you are not in default, on 60 days written notice to us, you may purchase the Equipment at the end of the Lease term at the purchase option stated plus all applicable taxes. WE WILL HAVE NO LIABILITIES TO YOU FOR LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES BASED UPON ANY WARRANTY OR STRICT LIABILITY OR OTHERWISE. At the end of the Lease or renewal period, you will return the Equipment in the same condition as received, less normal wear and tear, to a location designated by us within 25 days and continue to make Lease payments until the Equipment is returned. You agree to prepay all crating and delivery costs and to insure the Equipment being shipped for its full replacement value. You agree to pay a documentation fee of \$75.00.
- Delivery and Acceptance:** You are responsible, at your own cost, to arrange for delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to us). Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require.
- Warranties:** EQUIPMENT IS SOLD AS-IS, WHERE-IS, WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of the Lease any warranties made by manufacturer or supplier to us. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- Security Deposit:** At our option, any security deposit made hereunder may be applied to any past due amount due hereunder. Upon notification you shall promptly restore the security deposit to its full amount as stated above. The security deposit is non-interest bearing. If you have complied with all of the conditions of the Lease, the security deposit shall be refunded to you after you have returned the Equipment to us.
- Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. You also agree to allow us to inspect the Equipment at any time during normal business hours. You authorize us to file a copy of this Lease as a financing statement and appoint us as attorney-in-fact to execute and file, on your behalf, financing statements covering the collateral. You hereby waive any and all rights and remedies granted you by Section 2A-508-2A-522 of the Uniform Commercial Code.
- Location of Equipment:** You will keep and use the Equipment only at the address shown above. You agree that the Equipment will not be removed from this location unless you receive in writing permission in advance to move it. All replacement parts and repairs will become our property.
- Use of Equipment:** You represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.
- Insurance:** You will obtain property damage insurance covering the Equipment and its use during the term of this Lease and liability insurance acceptable to us. You further agree to have us named as sole loss payee and additional insured and provide proof of insurance upon request. If you do not provide proof of insurance within 10 days of our request, we have the right, but not the duty, to obtain such insurance covering the Equipment and its use, at your expense. You agree to pay all premiums and our fees for placing and maintaining such insurance, on which we make a profit. If damage or loss should occur you must promptly repair or replace the Equipment with like Equipment, in working order, that is acceptable to us and transfer clear title to such Equipment to us.
- Taxes:** You agree to pay when due, or reimburse us for, all taxes, fees and penalties, relating to use or ownership of the Equipment, levied or assessed by any state, federal or local government or agency, including any taxes paid up front.

We will file any required personal property tax, use tax, or other tax returns, unless we agree otherwise in writing. We may charge you a fee for administering property tax filings or for collecting any other taxes, assessments or fees and remitting them to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated when we accept this Lease arising out of your acts or omissions.

11. Service Charge: The invoice generated for the payments under this Lease may include charges for the servicing of the Equipment. Such servicing charges stand alone and have no relation to the other terms and conditions of this Lease. The inclusion of the service charges on the Lease invoice is at your request for a consolidated invoice. The terms and conditions of the service provided are per a separated agreement.

12. Assignment: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE ANY INTEREST YOU HAVE IN THIS LEASE OR THE EQUIPMENT. WE MAY, WITHOUT NOTICE, SELL TRANSFER OR ASSIGN OUR INTEREST IN THIS LEASE. THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE. YOU AGREE THAT IF WE DO SO, THE NEW LESSOR WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE NOW HAVE, BUT, WILL NOT HAVE TO PERFORM ANY OF OUR OBLIGATION. YOU AGREE THAT THE RIGHTS OF THE NEW LESSOR WILL NOT BE SUBJECT TO ANY CLAIMS, SET-OFFS, OR DEFENSES THAT YOU MAY HAVE AGAINST US. IF YOU ARE GIVEN NOTICE OF A NEW LESSOR, YOU AGREE TO RESPOND TO ANY REQUESTS ABOUT THIS LEASE AND IF DIRECTED, TO PAY THE NEW LESSOR ALL RENT AND ALL AMOUNTS DUE UNDER THIS LEASE. In the event that we assign any of our obligations under this Lease, we shall remain primarily responsible to perform those obligations. You agree that any claim or defense you may have relating to those obligations must be asserted only against us and not any new Lessor.

13. Default: Any of the following events or conditions will constitute your default of this agreement: (a) your failure to pay any rent or any sum due on the date due; (b) failure to observe, keep or perform any term, covenant or condition of this Lease, or any other agreement that is made with us; (c) if you or any guarantor dies, becomes insolvent, stops doing business as a concern; (d) you merge, consolidate, transfer all or substantially all of your assets or you make an assignment for the benefit of creditors or you undergo a substantial deterioration in your financial condition; or (e) if you or any guarantor shall file or have filed against you or your guarantor a petition for liquidation, reorganization, or adjustment of debt under federal or state bankruptcy or insolvency law.

14. Remedies: Upon occurrence of default, we may do any or all of the following after providing a written notice of default: (a) demand immediate payment of any sums then due and owing under this Lease; plus (b) declare immediately due and payable, sue for and receive all remaining Lease payments to become due during the remainder of the term of this Lease, plus an amount equal to the purchase option stated above or if no purchase option is given, a reasonable estimate of the fair market value of like Equipment as of the originally scheduled end of the Lease term ("Residual"), with the remaining Lease payments and Residual discounted at 3% per annum, plus charge you interest at the rate per month of 1.5% on all amounts due as from the default date until paid (but not exceeding the maximum rate permitted by law), all late fees and any other fees associated with the enforcement of our remedies including reasonable attorney's fees and costs; (c) repossess the Equipment or require you to return the Equipment as provided in this Lease; (d) terminate any other agreements that we may have with you; and/or, (e) pursue any other legal remedy that we may have. If the Equipment is returned or repossessed, such return or repossession of the Equipment will not constitute a termination of this Lease unless we expressly notify you in writing. If the Equipment is returned or repossessed, we will sell or re-rent the Equipment at terms we determine, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations with you remaining liable for any deficiency and with any excess being retained by us.

15. Indemnity: You assume the entire risk of loss, destruction of, or damage to the Equipment from any cause until the Equipment is returned to or purchased from Lessor, whichever comes first. You further assume the risk of liability arising from the possession of the Equipment and hold us harmless and defend us from all claims and liabilities arising from the possession or use of the Equipment. Your indemnity obligation will continue after the termination of the Lease.

16. Miscellaneous: The Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). Any provision of this Lease which is unenforceable in any jurisdiction shall be considered non-binding in that jurisdiction without invalidating the remaining provisions of the Lease and will not make that provision non-binding in any other jurisdiction. Notices must be given in writing and shall be effective when deposited in the U.S. mail addressed to the party as indicated above.

17. Choice of Law: This Lease has been made in and except for local filing requirements is governed and construed in accordance with the laws of the State of California or the state where our assignee has its principal offices and you agree that non-exclusive personal jurisdiction over you and subject jurisdiction over the Equipment shall be with the courts of the State of California or the state where our assignee has its principal offices. You waive trial by jury in any action against you.

18. Customer PO: You agree that any Purchase Orders issued to us covering this Equipment is issued for purposes of authorization and/or your internal use only and none of its terms and conditions shall modify the terms of this Agreement.

19. Entire Agreement: This Lease contains the entire agreement between you and us and no modification of this Lease shall be effective unless in writing and signed by the parties.

20. Facsimile Signatures: You agree that a facsimile copy of the Lease and facsimile copies of all documents executed with the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: ☒ NEW ☐ USED			
	Signature		Date	
LESSOR	Title		Print Name	
	Legal Name of Corporation City of Clayton			
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature		Print Name	
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by the laws of the State of California or the state where our assignee has its principal office and I consent to non-exclusive jurisdiction of any state or federal court in the State of California or the state where our assignee has its principal office and waive trial by jury.			
	Signature		Date	



Prestige Service Monthly Agreement

Company Name: City of Clayton

Address: 6000 Heritage Trail, Clayton, CA 94517

Meter Contact: _____ FAX #: _____

Meter e-mail: _____

Start Date: _____ To: _____

ID#	Model	Serial #	Color Per Copy Rate	B/W Per Copy Rate	Contracted Usage		Starting Meter
	C654e		\$ 0.05	\$ 0.005	C:	B:	
					C:	B:	
					C:	B:	
					C:	B:	
					C:	B:	

Caltronics Guarantees

- ▶ This agreement assures that the equipment will be serviced by factory trained field technicians and includes all service, parts and supplies.
- ▶ Parts and Supplies - Caltronics uses only OEM and top quality supplies to service and supply your system.
- ▶ Free Loaner - Caltronics will provide a free loaner of equal or greater capability in the event that it cannot be repaired onsite.
- ▶ Call Ahead Program - A technician will call you within two business hours of receiving your service request. If the issue cannot be resolved by phone, you will be given an estimated time of arrival.

Pricing does not include paper, staples, applicable taxes and freight charges.

Power requirements may include a dedicated line and receptacle as described on the Site Requirements Form.

Customer Acceptance:

Caltronics Acceptance:

Date: _____

Date: _____

Caltronics Maintenance & Support Agreement – Terms and Conditions

- 1) **Description:** This service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
- 2) **Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. This contract qualifies for automatic renewal after 12 months from the contract start date, unless written notification of intent to cancel is received 30 days prior to the renewal date. See section 9 for cancellation details.
- 3) **Charges:** The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. ~~The minimum monthly payment and excess copy rates are subject to an automatic increase not to exceed 10% every 12 months. Per copy charges based on single sided sheet of paper up to 8 1/2 x 14.~~
- 4) **The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner usage. Customer agrees to pay sales tax as required by the State Board of Equalization.
- 5) **Meters:** Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes. Caltronics may enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
- 6) **Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
- 7) **Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
- 8) **Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
- 9) **Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
- 10) **Items not included:** A) Freight charges on toner B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3rd party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of software, equipment, or any economic loss.
- 11) Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
- 12) The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

X

Customer acknowledgement and acceptance: _____ Initials

Network Configuration and Compatibility Data

Customer Name: City of Clayton

Sales Rep: Mark Demee

Address: _____

Model: C654e Equipment ID #: _____

X IT Contact: _____ Phone #: _____

IT E-Mail Address: _____

Key Operator: _____ Phone #: _____

Key Operator E-Mail Address: _____

.....
All the above information is required before this form will be accepted by Caltronics

Is this printer replacing an active printer requiring network setup immediately upon delivery? If yes, coordination of delivery, technician appointment, and location requirements must be made and confirmed.

What type of network operating system do you have?

What type of Client operating systems do you have?

Our IT department will confirm network info prior to delivery. You can fill in the IT contact and skip this section. Please sign next page.

Caltronics uses a Printer Management program called Print Audit to collect and upload your meter readings automatically. This can be installed on a Windows server or workstation that has internet access.

Do you have a server/workstation available for this program to be installed?

Who at the customer location is going to assist with the installation?

Name: _____ Phone#: _____

E-Mail Address: _____

Are the proper power outlets/requirements ready where the machine is to be placed?

Is there an active network cable from the network ready to plug in to the printer?

Is the printer going to be installed and shared from a Windows Server?

If so, will your PC support technician be able to login to the server, install printer software, and set up FTP services, etc?

Is scanning going to be set up?

There are multiple ways the scanned image can be obtained, and depending on the model of scanner and options installed, along with the customer's network services available, some scan services may not be available.

- Scan to Email requires an SMTP E-mail server running in the local subnet.
- Scan to FTP requires an FTP service running in the local subnet and folder path to download files into.
- Scan to SMB requires a W2K/XP pc with a shared folder, computer name, user login and password for each pc.
- Scan to HDD requires an HDD to be installed in the printer, and software to be installed onto the pc to obtain files. Some services must be allowed two-way communication through firewalls to work.

A static IP address is required for the printer/scanner.

TBD - Current Customer

Printer's IP address	Subnet mask	Gateway
SMTP (Mail) Server address		
DNS Server 1		
DNS Server 2		
Domain Name		
LDAP Server address		
FTP Server address		

X

Customer Signature: _____ Date: _____

Modifications to this document are not permitted.

.....
(For Internal Caltronics Use)

Delivery Date: _____ Installation Appt: _____

Installing Technician: _____

Comments: _____



SITE REQUIREMENTS by Model

The equipment specifications clearly point out the requirement for the use of an AC power line. It further specifies the type of electrical receptacle that must be used for the various models listed below.

It is your responsibility to be sure that the installation site has the required line and receptacle type before any of these models are installed. Caltronics service technicians are not allowed to alter the power cord or the outlet. In addition, the use of any type of adapter or extension cord is strictly prohibited.

If you have read the above conditions and agree to the terms please sign here: _____

***Signature Required**

X

120 Volts at 15 Amps Recommended **Dedicated Circuit**; Recommended Isolated **GROUND**

5-15R



KONICA MINOLTA

bizhub

Legacy B&W

Legacy Color

Bizhub B&W

Bizhub Color

-7020	-7130	-8020	-36	-223	-420	-C10	-C220	-C352
-7022	-7135	-8031	-40P	-250	-421	-C20	-C224	-C353
-7030	-7145	-CF2002	-42	-282	-423	-C30P	-C250	-C360
-7033	-7218	-CF3102	-160	-283	-500	-C31P	-C252	-C364
-7035	-7222		-161	-350	-501	-C35	-C253	-C450
-7040	-7228		-180	-360		-C40P	-C280	
-7045	-7235		-181	-361		-C200	-C284	
-7115	-7415		-200	-362		-C203	-C300	
-7118			-222	-363			-C350	
							-C351	

Required:

Approx. 0 - 0.5 Volts
between Neutral &
Ground connection.

120VAC +/- 10%
between Neutral & Hot

120 Volts at 20 Amps **REQUIRED** Dedicated Circuit; Recommended Isolated **GROUND**

5-20R



KONICA MINOLTA

bizhub

Legacy B&W

Bizhub B&W

Bizhub Color

-7055	-552	-C451
-7065	-600	-C452
-7150	-601	-C550
-7155	-652	-C552
-7165	-750	-C552DS
-7255	-751	-C650
-7272		-C652
		-C652DS
		-C654e
		-C754

Required:

Approx. 0 - 0.5 Volts
between Neutral &
Ground connection.

120VAC +/- 10%
between Neutral & Hot

220 Volts at 20 Amps **REQUIRED** Dedicated Circuit; Recommended Isolated **GROUND**

6-20R



KONICA MINOLTA

Legacy B&W
-7075
-7085

Legacy Color
-CF5001
-8050

bizhub

B&W
-920
-950
-1050
-1050e
-1050P
-1050eP

Color
-C500
-C5500
-C5501
-C6500
-C6501
-C65hc

Required:

Approx. 220 Volts AC
+/- 5% between each
Hot & Ground.

208V-240V, 60Hz

220 Volts at 30 Amps **REQUIRED** Dedicated Circuit; Recommended Isolated **GROUND**

L6-30R



Required:

Approx. 220 Volts AC
+/- 5% between each
Hot & Ground.

208V-240V +/-10%, 60Hz

bizhub

B&W
-1051
-1200
-1200P

Color
-C6000
-C7000
-C7000P
-C8000

L15-30R



3 Phase 4 Wire

Required:

Approx. 220 Volts AC
+/- 5% between each
Hot & Ground.

bizhub

Agenda Date: 12/3/13

RESOLUTION NO. ____-2013

Agenda Item: 3 e

**A RESOLUTION APPROVING AND IMPLEMENTING
A CITY ADMINISTRATIVE POLICY CONCERNING MANDATED REPORTERS OF
INCIDENTS OR REPORTS OF THE ABUSE OF MINORS**

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

WHEREAS, the City of Clayton strives to conduct all of its activities in a responsible, legal, and accountable manner; and

WHEREAS, in furtherance of that goal, the City Council wishes to approve a City Administrative Policy which identifies City employees who are mandated reporters under the California Child Abuse and Reporting Act, establish procedures for notifying and training employees about their associated responsibilities, and establish a process for reporting suspected abuse.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby find, determine and approve as follows:

Section 1. The City Council does hereby adopt the City Administrative Policy- Mandated Reporters, attached hereto as Exhibit A.

Section 2. This Resolution shall be effective immediately after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California at a duly-noticed regular public meeting thereof held on the 3rd day of December 2013 by the following recorded vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Julie K. Pierce, Mayor

ATTEST:

Janet Brown, Interim City Clerk

MANDATED REPORTERS

A. Purpose

The Child Abuse and Reporting Act (CANRA), Penal Code §§ 11164-11174.3, is designed to protect victims of child abuse and neglect by imposing a “mandatory reporting requirement on those whose professions bring them into contact with children.” It is the policy of the City to comply with its obligations under CANRA, to require that all City employees who are mandated reporters make required reports to child protection or law enforcement agencies, and more broadly to encourage all City employees who observe, have actual knowledge of, or reasonably suspect child abuse or neglect at a City facility or perpetrated by City personnel to promptly report the concern. To that end, this Policy:

- A. Identifies City employees who are mandated reporters under CANRA.
- B. Establishes the procedures for notifying employees of their CANRA responsibilities.
- C. Requires training for mandated reporters to ensure that applicable employees have access to the information needed to fulfill their mandated child abuse reporting obligations.
- D. Requires posting of mandated reporting procedures in a location readily accessible to all employees in the Police Department and the Public Works Department.

B. Policy

- A. Mandated Reporters. CANRA defines professions identified as mandated reporters, including an administrator of a public day camp, and administrator or employee of a public youth center, youth recreation program, or youth organization, an administrator of a public organization whose duties require direct contact and supervision of children, and any employee of a police department. The following positions are mandated reporters: All city employees that perform as “child care custodians” are mandated child abuse reporters:

- 1) All police department employees,¹
- 2) Recreation directors (currently there are none),
- 3) Recreation program employees (currently there are none),
- 4) Day care or drop in school program (currently there are none),
- 5) Camp counselors (currently there are none),

¹ For sworn personnel, this Policy is in addition to, and does not replace, Clayton Police Department policies regarding child abuse reporting (e.g., Policy 330 of the Clayton Police Department Policy Manual). 38044.12101\8423806.1

- 6) Youth program aides (currently there are none),
- 7) Youth commission aides (currently there are none), and
- 8) Any other positions identified by the City Manager whose professional duties may bring them into contact with children² or involve supervision of children.

B. Reporting Obligations.

1) **External Reports.** All mandated reporters must report observed or reasonably suspected child abuse or neglect³ to a local law enforcement agency (e.g., police department or sheriff's department) or the county welfare department (e.g., Child Protective Services). Initial external reports must be made immediately by telephone, followed by a written report within 36 hours. The written report must include certain specific information specified in Section 11167(a) of CANRA, including:

- The name, business address, and telephone number of the mandated reporter;
- The capacity that makes the person a mandated reporter;
- The information that gave rise to the reasonable suspicion of child abuse or neglect;
- The source(s) of that information;
- The child's name (if known);
- The child's address and present location (if known);
- The name, address, and telephone number of the child's parent(s) or guardian(s) (if known);
- The names, addresses, telephone number(s) and other relevant personal information about the person(s) who might have abused or neglected the child (if known).

The written report may be submitted on form SS 8572 (Appendix A), also available online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf (instructions at http://oag.ca.gov/sites/all/files/pdfs/childabuse/8572_instruct.pdf)

Note: Failure to make a mandated external report required under CANRA may result in criminal penalties.

2) **Internal Reports.** Under this Policy, mandated reporters must also promptly report observed or reasonably suspected child abuse or neglect to their supervisor, manager or director, or to the City Manager. The internal reports may be made anonymously. Supervisors who receive such internal reports should promptly forward the report to the City Manager.

² "Children" means persons under the age of 18 years old.

³ "Child abuse or neglect" includes physical injury or death inflicted by non-accidental means on a child by another person. It includes willful harm or injury, sexual abuse, sexual exploitation, child endangerment, and unlawful corporal punishment or injury. See the attached Frequently Asked Questions (Appendix C) for additional guidance on what type of conduct must be reported under CANRA and what constitutes a "reasonable suspicion."

Note: An internal report is *not* a substitute for a Mandated Reporter's required external reports under CANRA or other applicable laws.

- 3) **Other City Employees, Officials and Volunteers.** City employees, officials and volunteers who are not otherwise Mandated Reporters required to make external reports are nevertheless required to report observed or suspected child abuse or neglect to their supervisor, manager or director, or to the City Manager.
- C. Notification to Mandated Reporters. Upon hire or a new term of employment with the City, employees who are identified as mandated reporters will be given information about their CANRA obligations as follows:
- 1) A document that addresses frequently asked questions regarding CANRA reporting (Appendix B), and
 - 2) Copies of selected sections of the legislation – Penal Code §§ 11165.7, 11166 and 11167 (Appendix C).
- D. Acknowledgment. Employees who are identified as mandated reporters must sign an acknowledgement of their mandated reporter obligations. The acknowledgement will be kept in the employee's personnel file.
- E. Mandatory Training. Employees designated as mandated reporters must complete training in mandated reporting upon hire and at least once per calendar year thereafter. The required training will be as directed by the City Manager or his or her designee.
- NOTE: Mandated reporters must comply with the reporting duties imposed by CANRA whether or not they have received training from the City or any third party.**
- F. Posting Requirements. Information regarding how to report suspected child abuse or neglect will be posted at the Police Department and Public Works Office in a location easily accessible by and visible to all employees.
- G. Disciplinary Action. Failure to make a mandated report under this Policy may result in disciplinary action up to and including termination in accordance with City Personnel Rules and Administrative Policies, as well as any applicable memorandum of understanding.
- H. No Retaliation. No City employee or official may impede or inhibit a mandated reporter's duties, nor impose any sanction on any person making a good-faith report under CANRA or under this Policy. No retaliation against anyone for making a good-faith report under this Policy or CANRA will be tolerated. Retaliation against any good-faith reporter will be handled in accordance with City policies and procedures prohibiting harassment, discrimination, and retaliation.

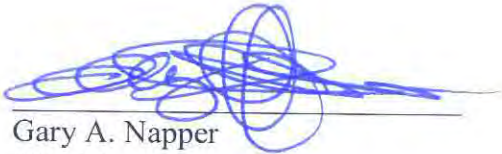
- I. Indemnification and Immunity. The City will, consistent with applicable law, defend and indemnify City employees in any civil action arising from a good faith report of child abuse or neglect required or encouraged under this policy. CANRA provides immunity from liability and other protections to mandated reporters.

C. **Related Information.**

Appendix A – Suspected Child Abuse Report (Form SS 8572)

Appendix B– Frequently Asked Questions

Appendix C – Penal Code §§ 11165.7, 11166 and 11167



Gary A. Napper
City Manager

Print

SUSPECTED CHILD ABUSE REPORT

Reset Form

To Be Completed by **Mandated Child Abuse Reporters**
Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY		
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS		Street	City	Zip	DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO	
	REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE		TODAY'S DATE		
B. REPORT NOTIFICATION	☐ LAW ENFORCEMENT ☐ COUNTY PROBATION		AGENCY				
	☐ COUNTY WELFARE / CPS (Child Protective Services)						
	ADDRESS		Street	City	Zip	DATE/TIME OF PHONE CALL	
		OFFICIAL CONTACTED - TITLE		TELEPHONE ()			
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	
	ADDRESS			Street	City	Zip	
	PRESENT LOCATION OF VICTIM			SCHOOL		CLASS	
						GRADE	
	PHYSICALLY DISABLED? ☐ YES ☐ NO	DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO		OTHER DISABILITY (SPECIFY)		PRIMARY LANGUAGE SPOKEN IN HOME	
	IN FOSTER CARE? ☐ YES ☐ NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME			TYPE OF ABUSE (CHECK ONE OR MORE) ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY)		
	RELATIONSHIP TO SUSPECT			PHOTOS TAKEN? ☐ YES ☐ NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK	
D. INVOLVED PARTIES	VICTIM'S SIBLINGS						
	NAME		BIRTHDATE	SEX	ETHNICITY		
	1. _____				3. _____		
	2. _____				4. _____		
	VICTIM'S PARENTS/GUARDIANS						
	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	
	ADDRESS			Street	City	Zip	
				HOME PHONE ()	BUSINESS PHONE ()		
	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	
	ADDRESS			Street	City	Zip	
			HOME PHONE ()	BUSINESS PHONE ()			
SUSPECT	SUSPECT'S NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	
	ADDRESS			Street	City	Zip	
				TELEPHONE ()			
	OTHER RELEVANT INFORMATION						
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ IF MULTIPLE VICTIMS, INDICATE NUMBER: _____						
	DATE / TIME OF INCIDENT		PLACE OF INCIDENT				
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)						

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY- District Attorney's Office; YELLOW COPY-Reporting Party

PENAL CODE - PEN

PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS [11006 - 14315] (*Part 4 added by Stats. 1953, Ch. 1385.*)

TITLE 1. INVESTIGATION AND CONTROL OF CRIMES AND CRIMINALS [11006 - 11460] (*Title 1 added by Stats. 1953, Ch. 1385.*)

CHAPTER 2. Control of Crimes and Criminals [11150 - 11199] (*Chapter 2 added by Stats. 1953, Ch. 70.*)

ARTICLE 2.5. Child Abuse and Neglect Reporting Act [11164 - 11174.3] (*Heading of Article 2.5 amended by Stats. 1987, Ch. 1444, Sec. 1.*)

^{11165.7.} (a) As used in this article, "mandated reporter" is defined as any of the following:

- (1) A teacher.
- (2) An instructional aide.
- (3) A teacher's aide or teacher's assistant employed by a public or private school.
- (4) A classified employee of a public school.
- (5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of a public or private school.
- (6) An administrator of a public or private day camp.
- (7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.
- (8) An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
- (9) An employee of a county office of education or the State Department of Education whose duties bring the employee into contact with children on a regular basis.
- (10) A licensee, an administrator, or an employee of a licensed community care or child day care facility.
- (11) A Head Start program teacher.
- (12) A licensing worker or licensing evaluator employed by a licensing agency, as defined in Section 11165.11.
- (13) A public assistance worker.
- (14) An employee of a child care institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- (15) A social worker, probation officer, or parole officer.
- (16) An employee of a school district police or security department.
- (17) A person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in a public or private school.
- (18) A district attorney investigator, inspector, or local child support agency caseworker, unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
- (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who

is not otherwise described in this section.

(20) A firefighter, except for volunteer firefighters.

(21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.

(22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.

(23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.

(24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.

(25) An unlicensed marriage and family therapist intern registered under Section 4980.44 of the Business and Professions Code.

(26) A state or county public health employee who treats a minor for venereal disease or any other condition.

(27) A coroner.

(28) A medical examiner or other person who performs autopsies.

(29) A commercial film and photographic print or image processor as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print or image processor" means a person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, or who prepares, publishes, produces, develops, duplicates, or prints any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disk, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image, for compensation. The term includes any employee of that person; it does not include a person who develops film or makes prints or images for a public agency.

(30) A child visitation monitor. As used in this article, "child visitation monitor" means a person who, for financial compensation, acts as a monitor of a visit between a child and another person when the monitoring of that visit has been ordered by a court of law.

(31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:

(A) "Animal control officer" means a person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.

(B) "Humane society officer" means a person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.

(32) A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.

(33) Any custodian of records of a clergy member, as specified in this section and subdivision (d) of Section 11166.

(34) An employee of any police department, county sheriff's department, county probation department, or county welfare department.

- (35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 5.655 of the California Rules of Court.
- (36) A custodial officer, as defined in Section 831.5.
- (37) A person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.
- (38) An alcohol and drug counselor. As used in this article, an “alcohol and drug counselor” is a person providing counseling, therapy, or other clinical services for a state licensed or certified drug, alcohol, or drug and alcohol treatment program. However, alcohol or drug abuse, or both alcohol and drug abuse, is not, in and of itself, a sufficient basis for reporting child abuse or neglect.
- (39) A clinical counselor trainee, as defined in subdivision (g) of Section 4999.12 of the Business and Professions Code.
- (40) A clinical counselor intern registered under Section 4999.42 of the Business and Professions Code.
- (41) An employee or administrator of a public or private postsecondary institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution’s premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.
- (42) An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive.
- (43) (A) A commercial computer technician as specified in subdivision (e) of Section 11166. As used in this article, “commercial computer technician” means a person who works for a company that is in the business of repairing, installing, or otherwise servicing a computer or computer component, including, but not limited to, a computer part, device, memory storage or recording mechanism, auxiliary storage recording or memory capacity, or any other material relating to the operation and maintenance of a computer or computer network system, for a fee. An employer who provides an electronic communications service or a remote computing service to the public shall be deemed to comply with this article if that employer complies with Section 2258A of Title 18 of the United States Code.
- (B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.
- (44) Any athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary institutions.
- (b) Except as provided in paragraph (35) of subdivision (a), volunteers of public or private organizations whose duties require direct contact with and supervision of children are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect to an agency specified in Section 11165.9.
- (c) Employers are strongly encouraged to provide their employees who are mandated reporters with

training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

(d) School districts that do not train their employees specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws shall report to the State Department of Education the reasons why this training is not provided.

(e) Unless otherwise specifically provided, the absence of training shall not excuse a mandated reporter from the duties imposed by this article.

(f) Public and private organizations are encouraged to provide their volunteers whose duties require direct contact with and supervision of children with training in the identification and reporting of child abuse and neglect.

(Amended by Stats. 2012, Ch. 521, Sec. 1.15. Effective January 1, 2013.)

PENAL CODE - PEN

PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS [11006 - 14315] (*Part 4 added by Stats. 1953, Ch. 1385.*)

TITLE 1. INVESTIGATION AND CONTROL OF CRIMES AND CRIMINALS [11006 - 11460] (*Title 1 added by Stats. 1953, Ch. 1385.*)

CHAPTER 2. Control of Crimes and Criminals [11150 - 11199] (*Chapter 2 added by Stats. 1953, Ch. 70.*)

ARTICLE 2.5. Child Abuse and Neglect Reporting Act [11164 - 11174.3] (*Heading of Article 2.5 amended by Stats. 1987, Ch. 1444, Sec. 1.*)

^{11166.} (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any nonprivileged documentary evidence the mandated reporter possesses relating to the incident.

(1) For purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For purposes of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified and a report shall be prepared and sent, faxed, or electronically transmitted even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) Any report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If after reasonable efforts a mandated reporter is unable to submit an initial report by telephone, he or she shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which he or she filed the report. A mandated reporter who files a one-time automated written report because he or she was unable to submit an initial report by telephone is not required to submit a written followup report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the Child Welfare Services/Case Management System (CWS/CMS). The department shall work with stakeholders to modify reporting forms and the CWS/CMS as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the CWS/CMS is updated to capture the

information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) On the inoperative date of these provisions, a report shall be submitted to the counties and the Legislature by the State Department of Social Services that reflects the data collected from automated one-time reports indicating the reasons stated as to why the automated one-time report was filed in lieu of the initial telephone report.

(5) Nothing in this section shall supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) Any mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d) (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.

(2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3) (A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in his or her professional capacity or within the scope of his or her employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e) (1) Any commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practically possible, telephonically report the instance

of suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a copy of the image or material attached.

(2) Any commercial computer technician who has knowledge of or observes, within the scope of his or her professional capacity or employment, any representation of information, data, or an image, including, but not limited, to any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images or material are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a brief description of the images or materials.

(3) For purposes of this article, "commercial computer technician" includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (41) of subdivision (a) of Section 11165.7.

(4) As used in this subdivision, "electronic medium" includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.

(5) As used in this subdivision, "sexual conduct" means any of the following:

(A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(B) Penetration of the vagina or rectum by any object.

(C) Masturbation for the purpose of sexual stimulation of the viewer.

(D) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.

(E) Exhibition of the genitals, pubic, or rectal areas of any person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, he or she makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for

making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.

(3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(Amended by Stats. 2012, Ch. 521, Sec. 2.5. Effective January 1, 2013.)

PENAL CODE - PEN

PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS [11006 - 14315] (*Part 4 added by Stats. 1953, Ch. 1385.*)

TITLE 1. INVESTIGATION AND CONTROL OF CRIMES AND CRIMINALS [11006 - 11460] (*Title 1 added by Stats. 1953, Ch. 1385.*)

CHAPTER 2. Control of Crimes and Criminals [11150 - 11199] (*Chapter 2 added by Stats. 1953, Ch. 70.*)

ARTICLE 2.5. Child Abuse and Neglect Reporting Act [11164 - 11174.3] (*Heading of Article 2.5 amended by Stats. 1987, Ch. 1444, Sec. 1.*)

^{11167.} (a) Reports of suspected child abuse or neglect pursuant to Section 11166 or Section 11166.05 shall include the name, business address, and telephone number of the mandated reporter; the capacity that makes the person a mandated reporter; and the information that gave rise to the reasonable suspicion of child abuse or neglect and the source or sources of that information. If a report is made, the following information, if known, shall also be included in the report: the child's name, the child's address, present location, and, if applicable, school, grade, and class; the names, addresses, and telephone numbers of the child's parents or guardians; and the name, address, telephone number, and other relevant personal information about the person or persons who might have abused or neglected the child. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him or her.

(b) Information relevant to the incident of child abuse or neglect and information relevant to a report made pursuant to Section 11166.05 may be given to an investigator from an agency that is investigating the known or suspected case of child abuse or neglect.

(c) Information relevant to the incident of child abuse or neglect, including the investigation report and other pertinent materials, and information relevant to a report made pursuant to Section 11166.05 may be given to the licensing agency when it is investigating a known or suspected case of child abuse or neglect.

(d) (1) The identity of all persons who report under this article shall be confidential and disclosed only among agencies receiving or investigating mandated reports, to the prosecutor in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code, or to the county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse or neglect in out-of-home care is reasonably suspected, or when those persons waive confidentiality, or by court order.

(2) No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

(e) Notwithstanding the confidentiality requirements of this section, a representative of a child protective services agency performing an investigation that results from a report of suspected child abuse or neglect made pursuant to Section 11166 or Section 11166.05, at the time of the initial contact with the individual who is subject to the investigation, shall advise the individual of the complaints or allegations against him or her, in a manner that is consistent with laws protecting the identity of the reporter under this article.

(f) Persons who may report pursuant to subdivision (g) of Section 11166 are not required to include their names.

(*Amended by Stats. 2010, Ch. 95, Sec. 1. Effective January 1, 2011.*)

FAQ for Mandated Reporters

QWhat is CANRA?

CANRA stands for the Child Abuse and Neglect Reporting Act, which is part of the California Penal Code. The complete definition of CANRA can be found beginning in section 11164 of the Penal Code. CANRA is a set of laws that were passed in 1974. Over the years, numerous amendments have expanded the definition of child abuse and the persons required to report.

QWhy must you report?

The primary intent of the reporting law is **to protect the child from abuse and neglect**. However, a report of suspected child abuse or neglect may also present an opportunity to provide help for the family. Parents who are under stress may be unable to ask for help directly, and may not know where or how to access support/help. A report of suspected abuse or neglect may be the catalyst for bringing about change in the home environment, which in turn may help to lower the risk of abuse or neglect in the home.

QWhat is a mandated reporter?

A mandated reporter is someone who encounters children through their employment. Mandated reporters are required by the state of California to report any known or suspected instances of child abuse or neglect to the county child welfare department or to local law enforcement agency (such as the City's Police Department).

QWho are mandated reporters?

Though everyone should report child abuse, a number of professionals must report abuse or be held liable by law. The specific positions are listed in California Penal Code section 11165.7. Professions include but are not limited to:

- An administrator of day camp, public or private
- An administrator or employee of a public or private youth center, youth recreation program, or youth organization

- An administrator or employee of any organization whose duties require direct contact and supervision of children
- A peace officer
- A firefighter (except volunteers)
- Any EMT, paramedic, or other certified person
- Any employee of any police department, county sheriff's department, county probation department, or county welfare department

Q How much proof do I need to provide that abuse or neglect has occurred?

No proof of abuse or neglect is needed, only "reasonable suspicion" that child abuse or neglect may have occurred. If you are at all concerned about the possibility of abuse or neglect, you should report. Investigations will be conducted by law enforcement and/or the county child welfare department to determine if abuse or neglect has occurred. Delayed reporting while awaiting further information may hinder investigation by the appropriate agencies.

Q How do I report?

Mandated reporters must report to a county child welfare department or to local law enforcement immediately or as soon as practicable. The City's police department number is 925-673-7350, and the county sheriff's number is 925-335-1500. A written report must then be sent within 36 hours by fax, or it may be sent by electronic submission, if a secure system has been made available for that purpose in your county. Written reports must be submitted on the California Suspected Child Abuse Report Form 8572. The current version of this form (as of August 2013) can be downloaded at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf.

Q Is there anyone available to answer questions?

You can call the City Police Department at 925-673-7350. A police officer can answer any questions you have.

Q Can I report the abuse or neglect anonymously?

No. Mandated reporters must identify themselves to the county child welfare department or the Police Department when making child abuse or neglect reports. However, persons who are not legally mandated may make anonymous reports.

Q Who will know that I made the child abuse or neglect report?

The law enforcement officer and/or county child welfare worker investigating the case will have your name in order to contact you about the report. Other professionals involved in the case, such as detectives, and attorneys will have access to your name as well. However, your identity cannot be disclosed to the family or anyone else not directly involved in the investigation of the case. If your case results in a trial and you are required to testify, your identity may be revealed in court.

Q Do I need to tell the parents that I filed a report?

You are not legally required to notify the parents that you are making a report.

Q If I tell my supervisor about my concerns of abuse or neglect, have I met the obligation for mandated reporting?

No. Telling a supervisor does not meet the mandated reporting requirement; the reporting duties are individual and cannot be delegated to another person.

Q What if my supervisor tells me not to report my concerns because they are not sufficient, but I still have a reasonable suspicion of abuse?

You must still make a report to one of the designated agencies.

Q If the incident I report turns out not to be the result of abuse or neglect, can I be sued?

As long as a child abuse or neglect report is made in good faith, the mandated reporter is legally protected from civil or criminal lawsuits. Any legally mandated reporter has immunity when making a report. No individual can be dismissed, disciplined or harassed for making a report of suspected child abuse.

Q What happens if I am concerned about abuse or neglect and I do not make a report?

Legally mandated reporters can be criminally liable for failing to report suspected abuse or neglect. The penalty for this misdemeanor is up to six months in jail and/or up to a \$1,000 fine. Mandated reporters can also be subject to a civil lawsuit, and found liable for damages, especially if the child-victim or another child is further victimized because of the failure to report.

Q Will I have to testify in court?

The majority of cases do not go to trial. When they do, and the mandated reporter who made the report may be required to testify, it is important to remember that the testimony may be essential for the protection of the child.

Q What happens after the report is filed?

After a report is filed, the county child welfare department or local law enforcement agency investigates the allegations. These agencies are also required to cross report suspected child abuse or neglect cases to each other. The county child welfare department or law enforcement agency investigation will result in one of three outcomes.

1. Unfounded report – the report is false, or does not involve abuse, such as an accidental injury
2. Substantiated report – it is determined that child abuse has occurred
3. Inconclusive report – there is insufficient evidence to determine whether or not abuse has occurred

Only substantiated reports of child abuse and severe neglect must be forwarded to the Department of Justice. The county child welfare department will determine if children need to be removed from the home or if services need to be offered to the parents or caregivers. Law enforcement agencies may also pursue criminal prosecution.

Selected provisions of PENAL CODE SECTION 11164-11174.3 (current as of August 2013)

Note: The complete text of CANRA may be found online at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=11001-12000&file=11164-11174.3>

11164. (a) This article shall be known and may be cited as the Child Abuse and Neglect Reporting Act.

(b) The intent and purpose of this article is to protect children from abuse and neglect. In any investigation of suspected child abuse or neglect, all persons participating in the investigation of the case shall consider the needs of the child victim and shall do whatever is necessary to prevent psychological harm to the child victim.

11165. As used in this article "child" means a person under the age of 18 years.

11165.1. As used in this article, "sexual abuse" means sexual assault or sexual exploitation as defined by the following:

(a) "Sexual assault" means conduct in violation of one or more of the following sections: Section 261 (rape), subdivision (d) of Section 261.5 (statutory rape), 264.1 (rape in concert), 285 (incest), 286 (sodomy), subdivision (a) or (b), or paragraph (1) of subdivision (c) of Section 288 (lewd or lascivious acts upon a child), 288a (oral copulation), 289 (sexual penetration), or 647.6 (child molestation).

(b) Conduct described as "sexual assault" includes, but is not limited to, all of the following:

(1) Any penetration, however slight, of the vagina or anal opening of one person by the penis of another person, whether or not there is the emission of semen.

(2) Any sexual contact between the genitals or anal opening of one person and the mouth or tongue of another person.

(3) Any intrusion by one person into the genitals or anal opening of another person, including the use of any object for this purpose, except that, it does not include acts performed for a valid medical purpose.

(4) The intentional touching of the genitals or intimate parts (including the breasts, genital area, groin, inner thighs, and buttocks) or the clothing covering them, of a child, or of the perpetrator by a child, for purposes of sexual arousal or gratification, except that, it does not include acts which may reasonably be construed to be normal caretaker responsibilities; interactions with, or demonstrations of affection for, the child; or acts performed for a valid medical purpose.

(5) The intentional masturbation of the perpetrator's genitals in the presence of a child.

(c) "Sexual exploitation" refers to any of the following:

(1) Conduct involving matter depicting a minor engaged in obscene acts in violation of Section 311.2 (preparing, selling, or distributing obscene matter) or subdivision (a) of Section 311.4 (employment of minor to perform obscene acts).

(2) Any person who knowingly promotes, aids, or assists, employs, uses, persuades, induces, or coerces a child, or any person responsible for a child's welfare, who knowingly permits

or encourages a child to engage in, or assist others to engage in, prostitution or a live performance involving obscene sexual conduct, or to either pose or model alone or with others for purposes of preparing a film, photograph, negative, slide, drawing, painting, or other pictorial depiction, involving obscene sexual conduct. For the purpose of this section, “person responsible for a child’s welfare” means a parent, guardian, foster parent, or a licensed administrator or employee of a public or private residential home, residential school, or other residential institution.

(3) Any person who depicts a child in, or who knowingly develops, duplicates, prints, or exchanges, any film, photograph, video tape, negative, or slide in which a child is engaged in an act of obscene sexual conduct, except for those activities by law enforcement and prosecution agencies and other persons described in subdivisions (c) and (e) of Section 311.3.

11165.2. As used in this article, “neglect” means the negligent treatment or the maltreatment of a child by a person responsible for the child’s welfare under circumstances indicating harm or threatened harm to the child’s health or welfare. The term includes both acts and omissions on the part of the responsible person.

(a) “Severe neglect” means the negligent failure of a person having the care or custody of a child to protect the child from severe malnutrition or medically diagnosed nonorganic failure to thrive. “Severe neglect” also means those situations of neglect where any person having the care or custody of a child willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered, as proscribed by Section 11165.3, including the intentional failure to provide adequate food, clothing, shelter, or medical care.

(b) “General neglect” means the negligent failure of a person having the care or custody of a child to provide adequate food, clothing, shelter, medical care, or supervision where no physical injury to the child has occurred.

For the purposes of this chapter, a child receiving treatment by spiritual means as provided in Section 16509.1 of the Welfare and Institutions Code or not receiving specified medical treatment for religious reasons, shall not for that reason alone be considered a neglected child. An informed and appropriate medical decision made by parent or guardian after consultation with a physician or physicians who have examined the minor does not constitute neglect.

11165.3. As used in this article, “the willful harming or injuring of a child or the endangering of the person or health of a child,” means a situation in which any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation in which his or her person or health is endangered.

11165.4. As used in this article, “unlawful corporal punishment or injury” means a situation where any person willfully inflicts upon any child any cruel or inhuman corporal punishment or injury resulting in a traumatic condition. It does not include an amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to person or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, as authorized by Section 49001 of the Education Code. It also does not include the exercise of the degree of

physical control authorized by Section 44807 of the Education Code. It also does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

11165.5. As used in this article, the term “abuse or neglect in out-of-home care” includes physical injury or death inflicted upon a child by another person by other than accidental means, sexual abuse as defined in Section 11165.1, neglect as defined in Section 11165.2, unlawful corporal punishment or injury as defined in Section 11165.4, or the willful harming or injuring of a child or the endangering of the person or health of a child, as defined in Section 11165.3, where the person responsible for the child’s welfare is a licensee, administrator, or employee of any facility licensed to care for children, or an administrator or employee of a public or private school or other institution or agency. “Abuse or neglect in out-of-home care” does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

11165.6. As used in this article, the term “child abuse or neglect” includes physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse as defined in Section 11165.1, neglect as defined in Section 11165.2, the willful harming or injuring of a child or the endangering of the person or health of a child, as defined in Section 11165.3, and unlawful corporal punishment or injury as defined in Section 11165.4. “Child abuse or neglect” does not include a mutual affray between minors. “Child abuse or neglect” does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

11165.7. (a) As used in this article, “mandated reporter” is defined as any of the following:

- (1) A teacher.
- (2) An instructional aide.
- (3) A teacher’s aide or teacher’s assistant employed by a public or private school.
- (4) A classified employee of a public school.
- (5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of a public or private school.
- (6) An administrator of a public or private day camp.
- (7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.
- (8) An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
- (9) An employee of a county office of education or the State Department of Education whose duties bring the employee into contact with children on a regular basis.
- (10) A licensee, an administrator, or an employee of a licensed community care or child day care facility.
- (11) A Head Start program teacher.
- (12) A licensing worker or licensing evaluator employed by a licensing agency, as defined in Section 11165.11.

- (13) A public assistance worker.
- (14) An employee of a child care institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- (15) A social worker, probation officer, or parole officer.
- (16) An employee of a school district police or security department.
- (17) A person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in a public or private school.
- (18) A district attorney investigator, inspector, or local child support agency caseworker, unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
- (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.
- (20) A firefighter, except for volunteer firefighters.
- (21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- (22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- (23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- (24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- (25) An unlicensed marriage and family therapist intern registered under Section 4980.44 of the Business and Professions Code.
- (26) A state or county public health employee who treats a minor for venereal disease or any other condition.
- (27) A coroner.
- (28) A medical examiner or other person who performs autopsies.
- (29) A commercial film and photographic print or image processor as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print or image processor" means a person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, or who prepares, publishes, produces, develops, duplicates, or prints any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disk, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image, for compensation. The term includes any employee of that person; it does not include a person who develops film or makes prints or images for a public agency.
- (30) A child visitation monitor. As used in this article, "child visitation monitor" means a person who, for financial compensation, acts as a monitor of a visit between a child and another person when the monitoring of that visit has been ordered by a court of law.
- (31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:
 - (A) "Animal control officer" means a person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.

(B) “Humane society officer” means a person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.

(32) A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, “clergy member” means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.

(33) Any custodian of records of a clergy member, as specified in this section and subdivision (d) of Section 11166.

(34) An employee of any police department, county sheriff’s department, county probation department, or county welfare department.

(35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 5.655 of the California Rules of Court.

(36) A custodial officer, as defined in Section 831.5.

(37) A person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.

(38) An alcohol and drug counselor. As used in this article, an “alcohol and drug counselor” is a person providing counseling, therapy, or other clinical services for a state licensed or certified drug, alcohol, or drug and alcohol treatment program. However, alcohol or drug abuse, or both alcohol and drug abuse, is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

(39) A clinical counselor trainee, as defined in subdivision (g) of Section 4999.12 of the Business and Professions Code.

(40) A clinical counselor intern registered under Section 4999.42 of the Business and Professions Code.

(41) An employee or administrator of a public or private postsecondary institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution’s premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

(42) An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive.

(43) (A) A commercial computer technician as specified in subdivision (e) of Section 11166. As used in this article, “commercial computer technician” means a person who works for a company that is in the business of repairing, installing, or otherwise servicing a computer or computer component, including, but not limited to, a computer part, device, memory storage or recording mechanism, auxiliary storage recording or memory capacity, or any other material relating to the operation and maintenance of a computer or computer network system, for a fee. An employer who provides an electronic communications service or a remote computing service to the public shall be deemed to comply with this article if that employer complies with Section 2258A of Title 18 of the United States Code.

(B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in

subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.

(44) Any athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary institutions.

(b) Except as provided in paragraph (35) of subdivision (a), volunteers of public or private organizations whose duties require direct contact with and supervision of children are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect to an agency specified in Section 11165.9.

(c) Employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

(d) School districts that do not train their employees specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws shall report to the State Department of Education the reasons why this training is not provided.

(e) Unless otherwise specifically provided, the absence of training shall not excuse a mandated reporter from the duties imposed by this article.

(f) Public and private organizations are encouraged to provide their volunteers whose duties require direct contact with and supervision of children with training in the identification and reporting of child abuse and neglect.

11165.9. Reports of suspected child abuse or neglect shall be made by mandated reporters, or in the case of reports pursuant to Section 11166.05, may be made, to any police department or sheriff's department, not including a school district police or security department, county probation department, if designated by the county to receive mandated reports, or the county welfare department. Any of those agencies shall accept a report of suspected child abuse or neglect whether offered by a mandated reporter or another person, or referred by another agency, even if the agency to whom the report is being made lacks subject matter or geographical jurisdiction to investigate the reported case, unless the agency can immediately electronically transfer the call to an agency with proper jurisdiction. When an agency takes a report about a case of suspected child abuse or neglect in which that agency lacks jurisdiction, the agency shall immediately refer the case by telephone, fax, or electronic transmission to an agency with proper jurisdiction. Agencies that are required to receive reports of suspected child abuse or neglect may not refuse to accept a report of suspected child abuse or neglect from a mandated reporter or another person unless otherwise authorized pursuant to this section, and shall maintain a record of all reports received.

11166. (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow up report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any non-privileged documentary evidence the mandated reporter possesses relating to the incident.

(1) For purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For purposes of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified and a report shall be prepared and sent, faxed, or electronically transmitted even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) Any report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If after reasonable efforts a mandated reporter is unable to submit an initial report by telephone, he or she shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which he or she filed the report. A mandated reporter who files a one-time automated written report because he or she was unable to submit an initial report by telephone is not required to submit a written followup report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the Child Welfare Services/Case Management System (CWS/CMS). The department shall work with stakeholders to modify reporting forms and the CWS/CMS as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the CWS/CMS is updated to capture the information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) On the inoperative date of these provisions, a report shall be submitted to the counties and the Legislature by the State Department of Social Services that reflects the data collected from automated one-time reports indicating the reasons stated as to why the automated one-time report was filed in lieu of the initial telephone report.

(5) Nothing in this section shall supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) Any mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d) (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.

(2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3) (A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in his or her professional capacity or within the scope of his or her employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e) (1) Any commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practically possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a copy of the image or material attached.

(2) Any commercial computer technician who has knowledge of or observes, within the scope of his or her professional capacity or employment, any representation of information, data, or an image, including, but not limited, to any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images or material are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a brief description of the images or materials.

(3) For purposes of this article, "commercial computer technician" includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (41) of subdivision (a) of Section 11165.7.

(4) As used in this subdivision, "electronic medium" includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.

(5) As used in this subdivision, "sexual conduct" means any of the following:

(A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(B) Penetration of the vagina or rectum by any object.

(C) Masturbation for the purpose of sexual stimulation of the viewer.

(D) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.

(E) Exhibition of the genitals, pubic, or rectal areas of any person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, he or she makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting

and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.

(3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

11166.01. (a) Except as provided in subdivision (b), any supervisor or administrator who violates paragraph (1) of subdivision (i) of section 11166 shall be punished by not more than six months in a county jail, by a fine of not more than one thousand dollars (\$1,000), or by both that fine and imprisonment.

(b) Notwithstanding Section 11162 or subdivision (c) of Section 11166, any mandated reporter who willfully fails to report abuse or neglect, or any person who impedes or inhibits a report of abuse or neglect, in violation of this article, where that abuse or neglect results in death or great bodily injury, shall be punished by not more than one year in a county jail, by a fine of not more than five thousand dollars (\$5,000), or by both that fine and imprisonment.

11166.05. Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, evidenced by states of being or behavior, including, but not limited to, severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to an agency specified in Section 11165.9.

11166.5. (a) (1) On and after January 1, 1985, any mandated reporter as specified in Section 11165.7, with the exception of child visitation monitors, prior to commencing his or her employment, and as a prerequisite to that employment, shall sign a statement on a form provided to him or her by his or her employer to the effect that he or she has knowledge of the provisions of Section 11166 and will comply with those provisions. The statement shall inform the employee that he or she is a mandated reporter and inform the employee of his or her reporting obligations under Section 11166 and of his or her confidentiality rights under subdivision (d) of Section 11167. The employer shall provide a copy of Sections 11165.7, 11166, and 11167 to the employee.

(2) The signed statements shall be retained by the employer or the court, as the case may be. The cost of printing, distribution, and filing of these statements shall be borne by the employer or the court.

(3) This subdivision is not applicable to persons employed by public or private youth centers, youth recreation programs, and youth organizations as members of the support staff or maintenance staff and who do not work with, observe, or have knowledge of children as part of their official duties.

11167. (a) Reports of suspected child abuse or neglect pursuant to Section 11166 or Section 11166.05 shall include the name, business address, and telephone number of the mandated reporter; the capacity that makes the person a mandated reporter; and the information that gave rise to the reasonable suspicion of child abuse or neglect and the source or sources of that information. If a report is made, the following information, if known, shall also be included in the report: the child's name, the child's address, present location, and, if applicable, school, grade, and class; the names, addresses, and telephone numbers of the child's parents or guardians; and the name, address, telephone number, and other relevant personal information about the person or persons who might have abused or neglected the child. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him or her.

(b) Information relevant to the incident of child abuse or neglect and information relevant to a report made pursuant to Section 11166.05 may be given to an investigator from an agency that is investigating the known or suspected case of child abuse or neglect.

(c) Information relevant to the incident of child abuse or neglect, including the investigation report and other pertinent materials, and information relevant to a report made pursuant to Section 11166.05 may be given to the licensing agency when it is investigating a known or suspected case of child abuse or neglect.

(d) (1) The identity of all persons who report under this article shall be confidential and disclosed only among agencies receiving or investigating mandated reports, to the prosecutor in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code, or to the county counsel or prosecutor in a

proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse or neglect in out-of-home care is reasonably suspected, or when those persons waive confidentiality, or by court order.

(2) No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

(e) Notwithstanding the confidentiality requirements of this section, a representative of a child protective services agency performing an investigation that results from a report of suspected child abuse or neglect made pursuant to Section 11166 or Section 11166.05, at the time of the initial contact with the individual who is subject to the investigation, shall advise the individual of the complaints or allegations against him or her, in a manner that is consistent with laws protecting the identity of the reporter under this article.

(f) Persons who may report pursuant to subdivision (g) of Section 11166 are not required to include their names.

11172. (a) No mandated reporter shall be civilly or criminally liable for any report required or authorized by this article, and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his or her professional capacity or outside the scope of his or her employment. Any other person reporting a known or suspected instance of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by this article unless it can be proven that a false report was made and the person knew that the report was false or was made with reckless disregard of the truth or falsity of the report, and any person who makes a report of child abuse or neglect known to be false or with reckless disregard of the truth or falsity of the report is liable for any damages caused. No person required to make a report pursuant to this article, nor any person taking photographs at his or her direction, shall incur any civil or criminal liability for taking photographs of a suspected victim of child abuse or neglect, or causing photographs to be taken of a suspected victim of child abuse or neglect, without parental consent, or for disseminating the photographs, images, or material with the reports required by this article. However, this section shall not be construed to grant immunity from this liability with respect to any other use of the photographs.

(b) Any person, who, pursuant to a request from a government agency investigating a report of suspected child abuse or neglect, provides the requesting agency with access to the victim of a known or suspected instance of child abuse or neglect shall not incur civil or criminal liability as a result of providing that access.

(c) Any commercial computer technician, and any employer of any commercial computer technician, who, pursuant to a warrant from a law enforcement agency investigating a report of suspected child abuse or neglect, provides the law enforcement agency with a computer or computer component which contains possible evidence of a known or suspected instance of child abuse or neglect, shall not incur civil or criminal liability as a result of providing that computer or computer component to the law enforcement agency.

(d) (1) The Legislature finds that even though it has provided immunity from liability to persons required or authorized to make reports pursuant to this article, that immunity does not eliminate the possibility that actions may be brought against those persons based upon required or authorized reports. In order to further limit the financial hardship that those persons may incur as a

result of fulfilling their legal responsibilities, it is necessary that they not be unfairly burdened by legal fees incurred in defending those actions. Therefore, a mandated reporter may present a claim to the California Victim Compensation and Government Claims Board for reasonable attorney's fees and costs incurred in any action against that person on the basis of making a report required or authorized by this article if the court has dismissed the action upon a demurrer or motion for summary judgment made by that person, or if he or she prevails in the action. The California Victim Compensation and

Government Claims Board shall allow that claim if the requirements of this subdivision are met, and the claim shall be paid from an appropriation to be made for that purpose. Attorney's fees awarded pursuant to this section shall not exceed an hourly rate greater than the rate charged by the Attorney General of the State of California at the time the award is made and shall not exceed an aggregate amount of fifty thousand dollars (\$50,000).

(2) This subdivision shall not apply if a public entity has provided for the defense of the action pursuant to Section 995 of the Government Code.

(e) A court may award attorney's fees and costs to a commercial film and photographic print processor when a suit is brought against the processor because of a disclosure mandated by this article and the court finds this suit to be frivolous.

Agenda Date: 12/3/2013

CITY RESOLUTION NO. ____-2013

Agenda Item: 3F

**A RESOLUTION
APPOINTING CHRISTOPHER DIAZ AS ASSISTANT
CITY ATTORNEY OF AND FOR THE CITY OF CLAYTON**

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

WHEREAS, Section 36505 of the California Government Code provides authority that a city council may appoint a city attorney; and

WHEREAS, the City appointed Malathy Subramanian as City Attorney and Melanie Donnelly as Assistant City Attorney pursuant to an Agreement for General Counsel Legal Services dated August 30, 2011 ("Agreement");

WHEREAS, Melanie Donnelly has since left the firm of Best Best & Krieger, LLP ("BB&K") and the City desires to appoint a new Assistant City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby find, determine and approve as follows:

Section 1. That the above Recitals are true and correct facts pertaining to an important matter of public policy to the City.

Section 2. Section 3.3 of the Agreement is hereby amended such that Christopher Diaz of BB&K is hereby appointed and designated as the Assistant City Attorney/Assistant General Counsel for the City of Clayton, California, to become effective immediately upon the City Council's adoption of this Resolution; and

Section 3. This Resolution shall and does take immediate effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California at a duly-noticed regular public meeting thereof held on the 3rd day of December 2013 by the following recorded vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

_____, Mayor

ATTEST:

_____, Interim City Clerk

Christopher J. Diaz

Of Counsel



Christopher J. Diaz represents public agencies in a wide range of government law issues, with an emphasis on the California Environmental Quality Act (CEQA), land use issues, conflicts of interest and ethics laws, and the Brown Act. He is an of counsel attorney in the Municipal Law practice group of Best Best & Krieger's Walnut Creek office, and a member of the firm's Environmental Law & Natural Resources and Special Districts practice groups. Christopher has provided legal counsel to various municipalities in the state and currently serves as assistant city attorney for the Town of Colma and cities of Lafayette and Clayton. He also serves as assistant general counsel for LAFCO of Santa Clara County.

Christopher has considerable expertise advising public agency clients on transactional compliance with CEQA and regularly reviews environmental impact reports, mitigated negative declarations, negative declarations and initial studies. In this regard, he has provided strategic advice to public agency clients to avoid potential CEQA litigation. Christopher also regularly advises public agency clients on the myriad of land use laws, including state planning and zoning laws, the Subdivision Map Act and the Williamson Act.

In addition to his CEQA and land use expertise, Christopher has a strong passion for ensuring open and honest government and regularly advises public agency clients on state conflict of interest and ethics laws, and the Brown Act. He has considerable experience in interpreting regulations adopted by the state Fair Political Practices Commission (FPPC) and has drafted various opinion letters to elected and appointed officials on compliance with the Political Reform Act and Government Code Section 1090. Christopher has also provided training to elected and appointed officials and public agency staff regarding AB 1234 and Brown Act compliance.

Prior to joining Best Best & Krieger, Christopher was a senior attorney with Richards, Watson & Gershon, a law firm specializing in public agency clients. While at Richards, Watson & Gershon, he served as assistant and deputy city attorney for various municipalities throughout California.

Walnut Creek

2001 N. Main Street
Suite 390
Walnut Creek, CA 94596

P: (925) 977-3309

Christopher.Diaz@bbklaw.com

Education

University of California, Los Angeles (UCLA), J.D. (2004)
University of California, San Diego, B.A. (1998)

Admissions

California, 2004



Before attending law school, Christopher was awarded a fellowship with the prestigious Jesse M. Unruh Assembly Fellowship Program in Sacramento. As a fellow, he worked closely with the Speaker of the California State Assembly and gained an intimate knowledge of California's legislative process.

Although Christopher has lived in almost every major city in California, he now calls the Bay Area home. When he isn't in the office or in a public meeting, Christopher enjoys hiking with his dog Charlie, wine tasting and spending time with friends and family.

Activities

Memberships

- Association of Environmental Professionals

Agenda Date: 12/3/2013

Agenda Item: 4a

JAD GHANNAM

Troop 262

John Muir District, Mt. Diablo Silverado Council

Boy Scouts of America

for

preparation and installation of two (2) sets of bicycle racks

in Stranahan Park and in Westwood Park

as his Eagle Scout Project

November 2013



Agenda Date: 12/3/2013

Agenda Item: 5

Approved: 

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE COUNCIL MEMBERS

FROM: CITY MANAGER

DATE: 03 DECEMBER 2013

SUBJECT: NOMINATION AND ELECTION OF MAYOR AND VICE MAYOR

RECOMMENDATION

It is recommended the City Council elect its Mayor and Vice Mayor for the ensuing twelve (12) month period.

BACKGROUND

According to Section F.4. – Mayor Selection, of the *Council Guidelines and Practices* (page 4, copy attached), the Mayorship and Vice Mayorship are one-year terms of office in the City of Clayton. The local electorate does not directly elect its mayor or vice mayor. The election of its officers from within the membership of the City Council commences each year at the first regularly-scheduled Council meeting in December.

Mayor Julie Pierce and Vice Mayor Hank Stratford were elected to their current Council offices at a City Council regular public meeting held 04 December 2012. The following chart lists those serving as mayor in the last thirteen (13) years:

2013	Julie Pierce
2012	Howard Geller
2011	David Shuey
2010	Hank Stratford
2009	Julie Pierce
2008	Gregory Manning
2007	William Walcutt
2006	David Shuey
2005	Gregory Manning
2004	Julie Pierce
2003	Pete Laurence
2002	Gregory Manning
2001	Julie Pierce

NOMINATION AND ELECTION PROCEDURES

Pursuant to Chapter 2.04 – Council Meetings of the *Clayton Municipal Code*, our City uses the most recent version of *Robert's Rules of Order* to govern the conduct of City business meetings. Therefore, to assist in the procedure of nominating and selecting the next mayor and vice mayor at this meeting, the following rules* have been extracted and outlined below:

1. The nomination/election of the next Mayor is to be conducted by Mayor Pierce. Once the next Mayor has been elected by the City Council, the newly-elected Mayor immediately presides and conducts the remainder of the business items on the agenda, including its election of a Vice Mayor.
2. The method of nomination in this respect is an "open nomination" solely by and from within the membership of the presently-seated Clayton City Council. Nominations cannot be accepted from members of the public.
3. No "second" is required for a nomination, although sometimes one or more members will "second" a nomination to indicate endorsement.
4. In no event may one member nominate more persons than there are offices to fill in the respective selection.
5. When it appears no one else wishes to make a nomination, the chair of the meeting asks one (1) final time if there are additional nominations. If there is no response, the chair then declares..." the nomination for [Mayor; Vice Mayor, as applicable] is closed."

It is unnecessary to have a motion to officially close the nominations; yet, if such a motion is made, that motion then requires an affirmative 2/3rds vote of the Council present [4 of 5]. After nominations are closed, a majority vote is required to re-open them.

6. Nominees are voted on in the order in which they are nominated. As soon as one of the nominees receives a majority vote [in this case, 3 or more votes], the chair then declares that person elected to that respective office, and no vote is taken on the remaining nominee(s).

MAYOR SELECTION

In accordance with the adopted *Council Guidelines and Procedures* [February 2007], the City Council established six (6) guidelines pertaining to the annual selection of Mayor. Reference is made to the attachment to this Staff Report for review of those Guidelines.

FISCAL IMPACT

No financial impact. The offices of Mayor and Vice Mayor receive the same monthly stipend as other members of the City Council.

Attachment: Page 4 of *Council Guidelines and Procedures* [1 pg.]

*Reference: Chapter XIV – Nominations and Elections, *Robert's Rules of Order* [RONR, 10th Edition, pp. 418-430]

2. Staff in General.
 - a. Council may make reasonable requests for information directly from Department Heads.
 - b. An informal system of direct communication with staff is used but not abused by Council.
 - c. Staff will inform Council immediately when an unusual event occurs that the public would be concerned about [e.g., major vehicular accidents; major police activities; areas cordoned off by police or fire, etc.].
 - d. The Council and staff will not intentionally blind side each other in public; if there is an issue or a question a Council Member has regarding an agenda item, that Member will contact staff prior to the meeting.

E. COUNCIL RESPONSIBILITIES FOR KEEPING INFORMED

1. Read Commission minutes and staff reports to find out issues being addressed.
2. Read documents on planning items.
3. Read City Manager “goal updates” list for Council.
4. Do homework diligently and thoroughly.

F. MAYOR SELECTION

1. Election to Vice Mayor and Mayor requires supporting votes of three (3) Council Members, but in the interest of harmony unanimous consensus is to be sought and encouraged.
2. Any Council Member wanting or not wanting a role has a responsibility to tell all other Members.
3. As far as possible and until otherwise decided, Council Members will take turns as Mayor.
4. Mayorship will be a one-year term, commencing with the first meeting in December.
5. Selection of a Mayor is not a lock-step system. The Vice Mayor is generally expected to ascend to Mayor.
6. All Council Members are peers, and the Mayor and Vice Mayor serve at the pleasure of the Council.



Agenda Date: 12/3/2013

Agenda Item: 8

Approved: 

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CHARLIE MULLEN, COMMUNITY DEVELOPMENT DIRECTOR 

DATE: DECEMBER 3, 2013

SUBJECT: PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CITY MASTER FEE SCHEDULE 2013-14, TO ESTABLISH A FEE DEPOSIT FOR PROCESSING APPEALS OF ADMINISTRATIVE CODE ENFORCEMENT CITATIONS (ZOA-05-13).

RECOMMENDATION

Staff recommends that the City Council receive and consider the staff report, receive any public comment and by motion adopt the attached Resolution amending the City Master Fee Schedule 2013-14, to establish a fee deposit for processing Appeals of Administrative Code Enforcement Citations.

BACKGROUND

At its November 5, 2013, City Council meeting the Council adopted Ordinance No. 451 amending portions of the Clayton Municipal Code concerning code enforcement procedures and regulations. Upon approval of Ordinance No. 451, staff indicated it would bring an amendment to the City Master Fee Schedule to add a deposit fee for processing Appeals of Administrative Citations in order to implement a fairer cost recovery.

DISCUSSION

The purpose of the proposed amendment to the City Master Fee schedule is to establish a specific fee deposit for processing appeals of Administrative Code Enforcement Citations and to accomplish a fairer cost recovery.

A recent code enforcement case and associated appeal hearing brought attention and focus on the City's antiquated code enforcement procedures and regulations and the need to cleanup some procedural wording, establish and clarify responsibilities and incorporate better cost recovery measures. Due to the infrequency of having to invoke such proceedings, the recent incident brought to light the need to update our procedures, which was accomplished and implement through adoption of Ordinance No. 451.

The proposed processing fee is necessary as the above referenced appeal hearing cost the City \$1,200 for an independent appeal hearing officer, non-inclusive of additional significant City Attorney and staff hours. The current administrative appeal fee of \$53 did not come close to recovering the actual cost impacts this appeal hearing imposed on the City (i.e. general taxpayer) concerning a single property owner issue. Plus, the City prevailed on this code enforcement matter yet current Municipal Code procedures did not allow the City (or a prevailing party) to recover some or all of its costs.

In order to accomplish a fairer cost recovery, staff recommends amending the City Master Fee Schedule to add a specific minimum fee deposit in the amount of \$1,800 for processing Appeals of Administrative Code Enforcement Citations. Using the recent appeal hearing as direct cost basis, staff believes this minimum deposit amount should cover the City cost of processing a typical Administrative Code Enforcement Citation appeal hearing. The cost of some appeal hearing cases may come in below this deposit amount and the appellant would receive a refund of all unused fund balances. If an appeal hearing case exceeds this deposit amount, then staff would require the appellant to deposit additional funds as determined to be necessary to achieve full cost recovery or hold the appeal hearing.

FISCAL IMPACT

Some staff time and printing cost are associated with the preparation of this report. If approved, the amendment to the City Master Fee Schedule to add a minimum fee deposit of \$1,800 for processing Appeals of Administrative Code Enforcement Citations will allow for better cost recovery of the associated appeal hearing.

Attachments:

1. Resolution amending the City Master Fee Schedule 2013-14, to add a fee deposit for processing Appeals of Administrative Code Enforcement Citations.

RESOLUTION NO. __-2013

**A RESOLUTION AMENDING THE CITY MASTER FEE SCHEDULE
TO ADD A FEE DEPOSIT FOR PROCESSING APPEALS OF
ADMINISTRATIVE CODE ENFORCEMENT CITATIONS**

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

WHEREAS, the City of Clayton has various user-benefit fees for City services and facilities that are amended from time to time to reflect costs to provide said services; and

WHEREAS, a recent code enforcement case, the associated appeal hearing and expense brought attention and focus on the City's antiquated appeal fee; and

WHEREAS, using the recent Administrative Code Enforcement Citation appeal hearing as direct cost basis, City staff supports a minimum fee deposit in the amount \$1,800 is a reasonable estimate to provide the service to cover the City's processing cost of a typical Administrative Code Enforcement Citation appeal hearing; and

WHEREAS, the fee considered herein is not a developer fee, and thus not subject to section 66017(a) of the California Government Code, and thus will become effective upon adoption of said Resolution; and

NOW THEREFORE BE IT RESOLVED that the City Council of Clayton, California does hereby approve the addition of a minimum Administrative Code Enforcement Citation appeal fee deposit in the amount of \$1,800, as set forth in the excerpt of the City Master Fee Schedule attached as Exhibit "A".

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 3rd day of December 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

_____, Mayor

ATTEST:

Janet Brown, Interim City Clerk

ATTACHMENTS:

Exhibit A – Amendment to the City Master Fee Schedule 2013-14

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CITY OF CLAYTON
FEE SCHEDULE 2013-14

Reso # 31-2013 (by City Council 9/17/13)

DEPARTMENT	City of Clayton FY 13/14
Miscellaneous	
Variance - Residential	Time - \$1,000 minimum deposit
Variance - Non Residential	Time - \$5,000 minimum deposit
Appeal - Administrative Decisions	\$53
Appeal - Administrative Code Enforcement Citation	Time - \$2,000 minimum deposit
Appeal - Planning Commission Decisions - Residential	\$269
Appeal - Planning Commission Decisions - Non Residential	\$539
Time Extension Request	Time - \$500 minimum deposit
Contract Administration	Time - \$1,000 minimum deposit
Large Family Day Care Home Permit	Time - \$500 minimum deposit
Pre Application Consultation Deposit	Time - \$1,000 minimum deposit
Construction and Demolition (C&D) Recycling Plans	
Mgmt. Plan Deposit - Single Family	\$2,000 plus \$1/sq. ft. over 2,000 sq. ft.
Permit processing Fee - Single Family	\$140
Permit processing Fee -Commercial	\$281
Mgmt. Plan Deposit - Subdivision and Commercial	\$2,000 plus \$1/sq. ft. over 2,000 sq. ft.
Habitat Conservation Area Compliance	
Habitat Conservation Plan/Natural CC Plan	Time - \$1,000 minimum deposit

EXHIBIT - A



Agenda Date: 12/3/2013

Agenda Item: 9a

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CITY MANAGER
DATE: 03 DECEMBER 2013
SUBJECT: CONSIDER DISPOSITION OF GENERAL FUND EXCESS, FY 2011-12

RECOMMENDATION

Following staff report and public comments, it is recommended the City Council direct staff to prepare a Resolution to authorize the allocation of \$182,671 in General Fund annual excess from Fiscal Year 2011-12 to the following organizational priorities of the City's general governmental operations:

1. Labor Relations Contingency (Gen. Fund)	\$103,517
2. Replenish Self Insurance Fund (No. 501)	\$ 54,154
3. Capital Equipment Replacement Fund (No. 502)	\$ 25,000
Total:	\$182,671

BACKGROUND

At its latest public meeting on 19 November 2013, the City Council received and accepted the City's Audited Financial Statement of FY 2011-12 prepared and submitted by the City's independent auditor, Cropper Accountancy Corporation. Among the other notable items contained in the Report, the City received positive news that its General Fund (used to operate the general government requirements of the City) concluded that fiscal year with revenues exceeding expenditures by \$182,671. This one-time annual excess offers a policy determination of the City Council on whether those monies should automatically be defaulted into the City's General Fund Reserves or whether the City Council should consider allocation of those monies to other operational priorities of the City.

At the November 19th meeting, members of the City Council received a verbal report from its Council Budget Sub-Committee/Audit Committee and its City Manager suggesting the General Fund excess be allocated as noted above. Following discussion, and noting two of its members were not present, the City Council instructed staff to place specific discussion of this matter on its agenda for the December 3rd meeting.

ALLOCATION RECOMMENDATIONS

The City's General Fund Reserve remains healthy (over \$5 million) and continued to operate in the black during the Great Recession years, as evidenced by the auditor's report for FY 2011-12. During those years, the City obtained multiple year employment concessions from its Miscellaneous Unit and its Police Officers' Association; these labor concessions contributed to the City's fiscal sustainability and its ability to weather these difficult challenges without reductions in City public services (except closure of City Hall for eleven unpaid employee furlough days).

The policy question posed by the \$182,671 in FY 2011-12 General Fund excess is whether the City Council wishes the surplus to automatically default to further augment the General Fund Reserve or whether it wishes to consider allocation of the one-time monies to other operational or deferred purposes. The following recommendations, prepared by the City Manager and tendered through the Council's Audit Committee, are outlined below:

1. Labor Relations Contingency \$103,517

Under state law (Meyers-Miliias-Brown Act), the City has two labor groups to which it must negotiate terms and conditions of City employment, namely the Miscellaneous City Employees Group and the Clayton Police Officers' Association ("CPOA"; sworn law enforcement personnel only). Each unit's labor contract expired on 30 June 2013 and the City has been in negotiations with each group during the ensuing time period.

At its public meeting on 05 November 2013 the City Council adopted a Resolution approving a one year Memorandum of Agreement (MOA) with its Miscellaneous City Employees Group effective 01 July 2013. The fiscal year cost of that package was calculated to be \$46,270 and in its action the City Council expected to utilize monies from the anticipated General Fund excess in FY 2011-12 to underwrite the expense.

The balance of \$57,247 is similarly requested to establish a labor relations contingency in anticipation of continued good faith bargaining efforts of the City with the CPOA and its City Manager. Should the contingency prove to be unnecessary or not fully utilized, the residual monies would then default once again to the City's General Fund Reserve. Establishing such a contingency does not obligate the City Council to action or expenditure but it does foresee a potential expense and to plan accordingly.

2. Replenish Self Insurance Fund (No. 501) \$54,154

The following excerpt from the City Manager's Budget Message for FY 2013-14 is inserted below for context on this recommendation:

"This internal-service Fund manages the fiscal obligations of the City's self-insured program for our retention deductible (\$5,000 per claim) on initial claims filed against the City for general liability and workers' compensation. Pursuant to our membership in the Municipal Pooling Authority of northern California ("MPA"; a municipal self-insured/pooled risk excess coverage joint

powers authority (JPA)), our City is responsible for payment of the first \$5,000 in expense and/or damage on each filed claim. This Fund also handles other periodic legal expenses to defend the City's interest in related cases. A traditional expense hitting this Fund is the annual premium (now \$1,296 from last year's \$1,220) to underwrite an Employee Assistance Program (EAP), a shared public entity consortium for employee good-health counseling and wellness services benefiting our permanent organization.

In recent fiscal years, the equity balance in this non-revenue generating Fund was eroded for City-initiated litigation legal counsel against the MPA for an insurance coverage dispute involving the Kelok Way hillside claims movements, as well as for paying the City's share of joint legal expenses in disputes with the County of Contra Costa pertaining to excessive Property Tax Administration Fees (PTAF) and the Chevron real property assessed valuation appeals and payment methodologies. With the positive settlement of most of those issues, expenses going forward from this Fund ought to be minimal yet these unexpected activities did drain the fund balance. The Special Legal Services of \$3,000 is the estimate for continued pursuit of the City's interests in the Chevron assessed valuation cases.

The effect of those expenses is the fund balance dramatically dropped from \$69,310 on 01 July 2010 to an expectant \$24,092 at the close of 30 June 2013 (65% erosion).

Since the Fund has no automatic replenishing source of revenue, the City must soon consider transferring monies into this Fund from an unrestricted source at some point to maintain its solvency (e.g. deposit of \$50,000?)."

Since preparation of that narrative, the Finance Manager now reports Fund 501 has a current cash position of \$20,846 as of 18 November 2013. Recent special legal services required of the City for outside counsel (e.g. MPA, PTAF and Chevron litigation) required expense from this Fund of \$113,032. Consistent with prior years' Budget Messages and given the present status of this Fund, it is recommended the allocation be authorized such that it will elevate the Fund's equity position to \$75,000.

3. Capital Equipment Replacement Fund (No. 502) \$25,000

The following excerpts from the City Manager's Budget Message for FY 2103-14 are inserted below for context on this recommendation:

This Fund functions as the City's depreciation account to underwrite the replacement expense of City vehicles, computers and other capital equipment. The CERF opens FY 2013-2014 with a cash balance of only \$87,371. In robust fiscal years, a General Fund annual expense (posted revenue) to CERF of \$97,582 was levied internally to this sinking fund in the

form of CERF charges to various General Fund departments (e.g. Police; Public Works; Admin.) via expense Account No. 7486.

However, over the last several budgets (including this one) the General Fund suspended its replenishment of this sinking fund contribution due to declining revenues (the economy) and rising uncontrolled fixed costs. The once-comparatively healthy cash balance of this Fund provided the temporary comfort margin. Those previous actions were initially deemed interim yet must again be employed in FY 2013-14 to weather the General Fund's climb out of its slump. Last year's upward trek was hindered by the abrupt demise of the Clayton Redevelopment Agency compounded by the CA Department of Finance's (DOF) rejection for the repayment of two City loans valued at \$976,900 from the former Clayton Redevelopment Agency [note: which would have constituted General Fund revenue].

One of the Council policy decisions when considering the outcome of the FY 2012-13 Audit is whether surplus General Fund monies exist to replenish this depleted Fund."

As of 18 November 2013, the City's Finance Manager reports the cash balance of the Capital Equipment Replacement Fund (CERF) is \$84,751. Authorization of the allocation of \$25,000 from the one-time General Fund excess will result in a CERF net position of \$109,751. As one example of pressing operational needs from CERF, the City Maintenance Department indicates it is time to replace its 20-year old tractor, which replacement expense is estimated to cost \$50,000 - \$60,000.

FISCAL IMPACT

Two of the above recommendations for allocation of the FY 2011-12 General Fund excess of \$182,671 are consistent with multiple-year recommendations by the City Manager to aid the general governmental operations of the City organization. A portion of the Labor Relations Contingency allocation (45%) recognizes a pre-obligation of the City arising from the current collective bargaining process during FY 2013-14 and presents a hedge for any further outcomes of the labor negotiation process.

According to the independent auditor's report for FY 2011-12, the amount of \$182,671 is available for consideration by the City Council for affirmative action to allocate in contrast to allowing the monies to default to the City General Fund Reserve of over \$5 million.

TO: Clayton City Council

Agenda Date: 12/3/2013

SUBJECT: Feasibility study to build a Raised Stage in The Grove Park and upgrade electrical service

Agenda Item: 9b

The Grove Park has become the focal point of our downtown and the home of our Saturday Concerts in The Grove Series as well as our Thursday night concert series. As the Concert Promoter, booking the bands and sound, I get to hear many requests from our audience, bands and Sound Engineers. Two that "ring" the loudest is visibility of the bands and the quality of sound.

With the popularity of our Saturday night concerts growing, visibility has become a bigger concern. Though we promote low back chairs to allow for better visibility, enforcement is difficult. With a flat park the answer to this is a raised stage.

When the park was built and the Gazebo was donated by the CBCA, all thought it would serve as our raised stage for bands. Sadly we have found that this is not the case. The gazebo is too small and the acoustics are terrible.

Sound has been an ongoing issue to local neighborhoods. The ability to balance sound so quality music can be heard close to the staging area (not too loud) and in the back half of our park is an ongoing challenge.

With the City now owning the vacant parcel where the Art and Wine Festival puts their bands and eventually this site to develop into a retail center, alternatives for the Art & Wine Festival to continue should be considered now. As this parcel develops and the parking lot by the CBCA Shed adjoins our new parcel, the Oktoberfest will also need to rethink the logistics of their event. These are our city's two biggest events enjoyed by our populace and bring in thousands of visitors to our town.

The timing to look into building a raised stage is now. The plans supplied are preliminary. In the past there has been resistance to building a stage and removing any of the maturing growth or changing the layout of the park. This design does not remove any plants or trees or reduce the size of our lawn area. By making the stage the same height of the gazebo by covering part of the steps, we increase the staging area by over 40% using the same area for bands we do now.

With the building of a raised stage, I also would encourage the Council to upgrade out electrical output around the gazebo and the sound staging area to 50AMPs. This would allow our sound companies to use better speakers and monitors placing some mid park to reduce the volume of sound but getting better sound throughout the park. I feel this will reduce the amount of complaints from neighboring residents.

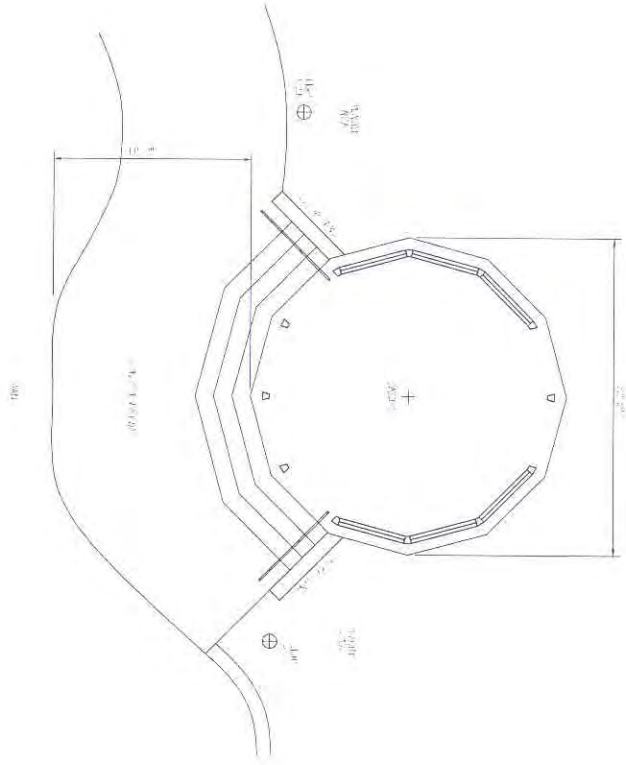
Our traditional shade cover for the bands does not really work due to the location of the sun during summer months. Part of the proposed design would allow for a temporary shade structure to be put on the stage that would cantilever forward creating the much needed shade for the sound equipment and bands.

A raised stage would also attract other uses. Outdoor school plays, theater and other community events. The raised stage could also be used for storage of concert supplies as well as city maintenance supplies.

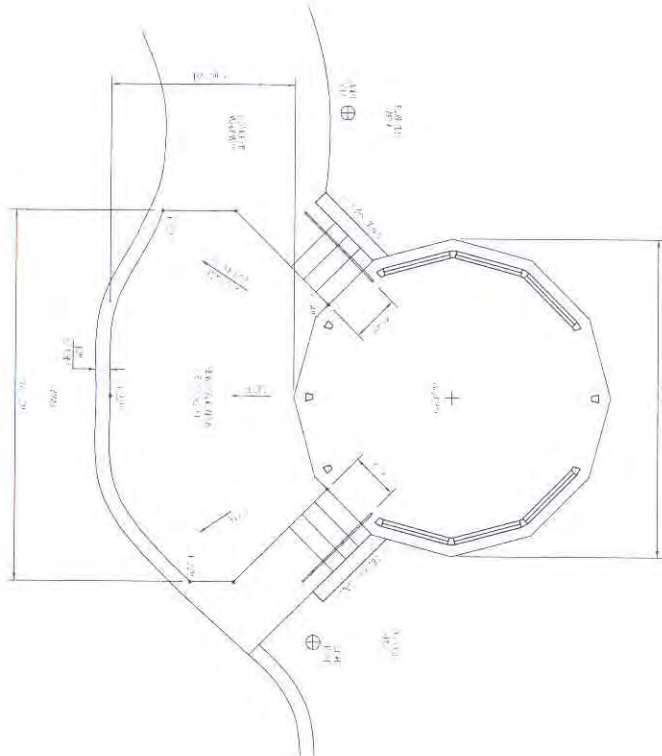
With any improvements come the downsides. Kids might use the stage for skate boarding. It could become another asset that gets vandalized. But I feel confident that with careful design and safety considerations, a stage could be built that would add to our Concert series and other awesome events put on in our city. Truly the pluses outweigh the minuses.

Without redevelopment funds a source of financing these capital improvement would need to be secured. Tonight I am looking for Council approval to continue moving forward. Dan De Sousa is willing to work on this project with City staff to keep our cost down. Once the design has been modified it would once again come to Council for final approval and the bid process would start. Hopeful there will be some Grove Park funds we can tap into or the CBCA will step forward to pay for these improvements as a step to keep the Art and Wine festival, Oktoberfest and other downtown events viable for many years to come as our retail parcels develop.

(C) GAZEBO STAGE AREA
1/2" = 1'-0"



PROPOSAL-A
1/2" = 1'-0"



GZI

DATE: 10/1/10
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PROJECT
THE GROVE PARK
MAIN STREET AND MARSH CREEK ROAD
CLAYTON, CA 94517

(C) GAZEBO STAGE AREA
PROPOSED GAZEBO STAGE AREA

DRAWN BY:
DANIEL A. RESOIA
45 NOTTINGHAM PLACE
CLAYTON, CA 94517
(925) 677-4927

10/1/10

**MINUTES
REGULAR MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)**

Agenda Date: 12/3/2013

Agenda Item: 3

July 16, 2013

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 8:40 p.m. by Boardmember Stratford. Boardmembers present: Vice Chairman Diaz, Boardmembers Pierce and Stratford. Boardmembers absent: Chairman Shuey and Boardmember Geller. Staff present: City Manager Napper, General Legal Counsel Subramanian, District Manager Rick Angrisani, and Secretary Jackson.

2. **PUBLIC COMMENTS** - None.

3. **CONSENT CALENDAR** – It was moved by Boardmember Pierce, seconded by Vice Chairman Diaz, to approve the Consent Calendar as submitted (Passed; 3-0 vote).

(a) Approved the Oakhurst Geological Hazard Abatement District Board minutes for its regular meeting of June 18, 2013.

4. **PUBLIC HEARINGS**

(a) Public Hearing on the Geological Hazard Abatement District (GHAD) proposed real property assessments for Fiscal Year 2013-2014.

The District Manager presented the staff report recommending increasing the annual real property assessment by the allowed amount of 2.4% per parcel, reflecting the period adjustment of the Consumer Price Index (CPI).

Boardmember Stratford opened the Public Hearing at 8:43 p.m. No public comments were received and he closed the Public Hearing at 8:44 p.m.

It was moved by Boardmember Pierce, seconded by Vice Chairman Diaz, to adopt Resolution 03-2013 approving the District's levy of real property assessments for FY 2013-2014 (Passed; 3-0 vote).

5. **ACTION ITEMS** – None.

6. **BOARD ITEMS** – None.

7. **ADJOURN**- on call by Boardmember Stratford the meeting adjourned at 8:44 p.m.

Respectfully submitted,

Laci J. Jackson, Secretary

Approved by the Board of Directors
Geological Hazard Abatement District

David T. Shuey, Chairman



Agenda Date: 12/3/2013

Agenda Item: 4

GHAD REPORT

TO: HONORABLE CHAIRMAN AND BOARDMEMBERS
FROM: GENERAL MANAGER
DATE: DECEMBER 3, 2013
SUBJECT: SELECTION OF CHAIRMAN AND VICE CHAIRMAN

RECOMMENDATION

It is recommended the Board of Directors select a new Chairman and Vice Chairman for next year.

BACKGROUND

Similar to the Clayton City Council's annual reorganization, the Board of Directors of the Oakhurst Geological Hazard Abatement District (GHAD) annually changes its chairman and vice chairman.

Since the December 4, 2012 Board meeting, Boardmember David Shuey served as Chairman of GHAD with Boardmember Jim Diaz serving as Vice Chairman. At this time, the Board should conduct the nomination and selection of its chair and vice chair to serve for the next twelve months. In recent years the following individuals have served as officers of GHAD:

2013	Chair David Shuey	Vice Chair Jim Diaz
2012	Chair Hank Stratford	Vice Chair Joe Medrano
2011	Chair Hank Stratford	Vice Chair Joe Medrano
2010	Chair Howard Geller	Vice Chair David Shuey
2009	Chair Hank Stratford	Vice Chair Howard Geller
2008	Chair Bill Walcutt	Vice Chair Julie Pierce
2007	Chair Julie Pierce	Vice Chair Gregg Manning
2006	Chair Bill Walcutt	Vice Chair Gregg Manning
2005	Chair David Shuey	Vice Chair Bill Walcutt
2004	Chair Bill Walcutt	Vice Chair Gregg Manning
2003	Chair Bill Walcutt	Vice Chair Julie Pierce

FISCAL IMPACT

None. Boardmembers do not receive any stipend for their time and effort expended in these offices.

Respectfully submitted,

Rick Angrisani
General Manager