



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

TUESDAY, MAY 20, 2025

7:00 PM

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

Kim Trupiano, Mayor

Jeff Wan, Vice Mayor

Jim Diaz, Councilmember

Holly Tillman, Councilmember

Richard G Enea, Councilmember

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENT ON NON-AGENDA ITEMS**

Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may at its discretion request staff to report back at a future meeting concerning the matter.

Public comment and input on other agenda items will be allowed when each item is considered by the Council.

4. CONSENT CALENDAR

- (a) Approval of the May 6, 2025, Meeting Minutes
[\(View\)](#)
- (b) Authorize the City Manager to Execute an Agreement with the City of Concord for Police Dispatch, Detention, and Information Technology Support Services
[\(View\)](#)

- (c) Approve the Renewal of an Agreement with All City Management Services to provide Crossing Guard Services for the 2025-2026 School Year, and Authorize the City Manager to Execute the Agreement
([View](#))

5. RECOGNITIONS AND PRESENTATIONS

- (a) Unsung Heroes for the Month of April (awarded in May) - Clayton Village Garden Club
([View](#))
- (b) Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Integrity" During the Months of March and April 2025
([View](#))
- (c) Quarterly Contra Costa County Fire Protection District Update

6. REPORTS

- (a) City Manager/Staff
- Link to ClearGov Transparency Portal: <https://cleargov.com/california/contracosta/city/clayton/checkbook>
- (b) City Council/Committees
([View](#))

7. PUBLIC HEARINGS

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

8. ACTION ITEMS

(There are no Action Items scheduled for this meeting.)

9. CLOSED SESSION

a. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation:	Assessor's Parcel Numbers: APN: 118-370-077 and 118-520-001-9, located at Clayton Road east of Peacock Creek Drive, Clayton CA, 94517
Agency Negotiators:	Kris Lofthus, City Manager
Negotiating Parties:	Grant Alvernaz, Three Putt Development, LLC
Under Negotiations:	Price and Terms of Payment

10. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be June 3, 2025. For

meeting information and materials, please visit the City's website at www.claytonca.gov

Meeting Information and Access

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's website at www.claytonca.gov
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.claytonca.gov
- Any writings or documents provided to a majority of the City Council after distribution of the agenda packet and regarding any public item on this agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours and is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment requiring special accommodation to participate, please call the City Clerk's office at least 72 hours (about 3 days) before the meeting at (925) 673-7300.
- E-mail Public Comments: Public comment may also be sent to the City Clerk at cityclerk@claytonca.gov by 5:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire committee and made part of the official meeting file.

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



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

DATE: May 20, 2025

SUBJECT: Approval of the May 6, 2025, Meeting Minutes

BACKGROUND

n/a

FISCAL IMPACTS

None.

CEQA

n/a

ATTACHMENTS

[Minutes 050625 - Draft.pdf](#)



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

TUESDAY, MAY 6, 2025

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 4:30 p.m. by Mayor Trupiano held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Diaz, Enea, and Tillman; Vice Mayor Wan, and Mayor Trupiano. Staff present: City Manager, Kris Lofthus; Assistant City Manager, Regina Rubier; Management Analyst, Dennis Bozanich, Administrative Clerk, Skyler Aitken, City Attorney, Malathy Subramanian; and City Clerk, Stephanie Cabrera-Brown.
2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Trupiano
3. **PUBLIC COMMENT ON NON-AGENDA ITEMS**
Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may at its discretion request staff to report back at a future meeting concerning the matter.

Public comment and input on other agenda items will be allowed when each item is considered by the Council.

CW Wolfe – Spoke regarding the CBCA Art & Wine Festival chaired by Sandy Johnson, the Clayton Cleans-Up event organized by Peter Cloven, and various CBCA upcoming events.

4. **CONSENT CALENDAR**

It was moved by Vice Mayor Wan and seconded by Councilmember Enea, to approve Consent Calendar Items 4(a) – 4(g). (Passed 5/0)

- (a) Approval of the April 15, 2025, Meeting Minutes
- (b) Award of Fiscal Year 2024 State Homeland Security Grant Program (SHSGP)
- (c) Renewal of the Police Department Axon Taser 7 Certification Bundle
- (d) Adopt a Resolution Ordering the Levying of a Special Tax for Fiscal Year 2025-26 Within the High Street Permanent Road Division for the Repayment of Funds for the Reconstruction of the Bridge and Future Maintenance, Pursuant to the Streets and Highways Code, Article 3, Section 1173, et seq.

Resolution 2025-9

- (e) Adopt a Resolution Confirming the Levying of Assessments for Fiscal Year 2025-26 Within the Lydia Lane Sewer Assessment District for the Repayment of Bonds Issued for the Construction of Municipal Sanitary Sewers

Resolution 2025-10

- (f) Adopt a Resolution Ordering the Levying of a Special Tax for Fiscal Year 2025-26 Within the Oak Street Permanent Road Division for the Repayment of Funds Advanced for the Reconstruction of the Bridge and Future Maintenance, Pursuant to the Streets and Highway Code, Article 3, Section 1173, et seq.

Resolution 2025-11

- (g) Adopt a Resolution Confirming the Levying of Assessments for Fiscal Year 2025-26 Within the Oak Street Sewer Assessment District for the Repayment of Bonds Issued for the Construction of Municipal Sanitary Sewers

Resolution 2025-12

Following discussion by the City Council, Mayor Trupiano opened the Consent Calendar to public comment; there were no members of the public wishing to speak to the Consent Calendar.

5. **RECOGNITIONS AND PRESENTATIONS**

- (a) **Audited Annual Comprehensive Financial Report of the City of Clayton for the Fiscal Year Ending June 30, 2024**

Regina Rubier, Assistant City Manager, introduced Chavan and

Associates CPA Sheldon Chavan, who presented the Annual Comprehensive Financial Report.

Mayor Trupiano opened the item to public comment; there were no members of the public wishing to speak to the item.

Report was heard and filed.

6. REPORT

(a) City Manager / Staff

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

Kris Lofthus, City Manager, shared that Contra Costa County Fire Protection District will provide an update at the May 20th council meeting, reported out on the Cal Cities Leadership Summit in Sacramento that he and Mayor Trupiano attended, and reported on the status of quarterly requests previously made by the council.

(b) City Council / Committees

Reports provided as an attachment to the agenda.

Mayor Trupiano opened the report to public comment; there were no members of the public wishing to speak to the reports.

7. PUBLIC HEARINGS

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

8. ACTION ITEM(S)

- (a) Adopt a Resolution Authorizing the Addition of a Full-Time Classification for a City Engineer/Public Works Director and the Related Specifications, Pay Ranges and Benefits to the FY 2025-26 Annual Budget and Update the Police Chief's Salary to Align with Other Department Head Salaries.**

Resolution 2025-13

Kris Lofthus, City Manager provided an overview of the Resolution Authorizing the Addition of a Full-Time Classification for a City Engineer/Public Works Director and the Related Specifications, Pay Ranges and Benefits to the FY 2025-26 Annual Budget and Update the Police Chief's Salary to Align with Other Department Head Salaries.

Mayor Trupiano opened the item to public comment;

James Killoren – Spoke regarding his appreciation to bring the city engineer in house and hopes to have a quality hire -- which may require the city to be flexible in the type of offer they can make.

Doug Rogers - Spoke regarding his desire for the city engineer to live in Clayton in hopes that the engineer will feel responsible to the citizens of Clayton.

The council divided the question by separating the City Engineer/Public Works Director and Police Chief Salary items.

It was moved by Councilmember Enea and seconded by Councilmember Diaz to adopt a Resolution Authorizing the Addition of a Full-Time Classification for a City Engineer/Public Works Director and the Related Specifications, Pay Raises and Benefits to the FY 2025-26 Annual Budget. (Passed 5/0)

The council did not take action on the Update to the Police Chief's Salary to Align with Other Department Head Salaries.

- (b) Budget Overview, Discussion, and Schedule**
 - a. Update on the Fiscal Year (FY) 2025-26 Budget**
 - b. Update FY 2024-25 YTD Actual Revenue and Expenses, and Budget Amendment**

The City Manager, Assistant City Manager, and Management Analyst provided the Budget Overview.

Mayor Trupiano opened the item to public comment;

Doug Rogers – Spoke regarding wanting to see details of the budget, and where the money was going.

Howard Kaplan – Spoke regarding specific line-item changes that he was curious about.

Lauren Kindorf – Spoke regarding the history of expenses outgrowing revenues and wanted to know about the potential for renewing the LMD, and its relation to the recent fire designation change.

Hank Stratford – Spoke regarding wanting to send questions about the budget to staff and would be interested in seeing what a balanced budget looks like, and what services would have to be cut.

Frank Gavidia – Spoke regarding wanting to see a balanced budget, how it would help citizens see the reality of Clayton’s situation, and the limited revenue streams available to a municipality.

Report was Heard and Direction given to staff.

9. **ADJOURNMENT** – on a call by Mayor Trupiano, The City Council adjourned its meeting at 7:10 p.m.

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



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Don Mort, Interim Police Chief

DATE: May 20, 2025

SUBJECT: Authorize the City Manager to Execute an Agreement with the City of Concord for Police Dispatch, Detention, and Information Technology Support Services

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an Agreement between the Cities of Clayton and Concord for Police dispatch, detention and information technology support services effective July 1, 2025 to July 1, 2030.

BACKGROUND

For nearly twenty-five years, the City of Concord has delivered essential support services to the City of Clayton, including police dispatch, detention, and information technology functions. Under the terms of the 2025 Agreement, Concord reaffirms its commitment to maintaining and continuing these services. In return, Clayton agrees to provide financial compensation as specified in the agreement. This ongoing partnership reflects a long-standing collaborative relationship between the two cities, ensuring the efficient and professional delivery of critical public safety and technological support for Clayton's municipal operations.

DISCUSSION

The language and terms outlined in this agreement remain consistent with those set forth in the most recent prior agreement, with the only substantive changes being the updated pricing and effective dates.

Under the provisions of the current agreement for Fiscal Year 2024-25, the City of Clayton has paid the City of Concord a total of \$356,265 for services rendered. The newly proposed agreement introduces a revised pricing structure and will span a five-year term, commencing in Fiscal Year 2025-26. In the first year of the new agreement, the cost of services will increase to \$399,214 - representing a 12% increase from the current rate.

Consistent with previous contracts between the two cities, this updated agreement also includes an annual cost escalation clause. Beginning in July 2026, the service fee will increase by 5% annually for each of the subsequent years covered under the five-year term.

FISCAL IMPACTS

The cost of this agreement for services is included in the Preliminary FY2025-26 budget.

ATTACHMENTS

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
TECHNOLOGY SUPPORT SERVICES
(Cities of Concord and Clayton)**

THIS AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION TECHNOLOGY SUPPORT SERVICES (“Agreement”) is entered into effective July 1, 2025 by and between the City of Concord, California (“Concord”) and the City of Clayton, California (“Clayton”) (each a “City” and collectively, the “Cities”), both being California municipal corporations.

Recitals

A. Clayton and Concord entered into an Agreement for Police Dispatch, Detention and Information Technology Support Services on September 28, 1999 (hereinafter “1999 Agreement”). The 1999 Agreement was amended on February 27, 2001 and was superseded by an Agreement dated August 17, 2009 (hereinafter “2009 Agreement”), also for the provision of Police Dispatch, Detention and Information Technology Support Services. The term of the 2009 Agreement was set to expire on June 30, 2014, however, on June 18, 2014, the 2009 Agreement was amended, extending the term through June 30, 2015. On July 1, 2015, the parties entered into a new agreement for Dispatch, Detention and Information Technology Support Services (hereinafter “2015 Agreement”), which superseded all preceding agreements. The 2015 Agreement has a maximum term of 10 years. The parties now desire to enter into this Agreement for Dispatch, Detention and Information Technology Support Services (hereinafter “2025 Agreement” or “Agreement”) which shall supersede all preceding agreements described in this Paragraph A.

B. The Cities acknowledge that each requires dispatch, detention and information technology support services and that fair, equitable and proportional sharing of the reasonable costs associated with such services will benefit both Cities and their citizens.

C. Concord has provided police dispatch, detention and information technology support services to Clayton for approximately 25 years. In exchange for the monetary compensation set forth in this 2025 Agreement, Concord agrees to continue to provide the services to Clayton as set forth in this Agreement, subject to the terms and conditions herein.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Provision of Services. Concord and Clayton shall perform those services and carry

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
TECHNOLOGY SUPPORT SERVICES
(Cities of Concord and Clayton)**

out that work described in the “Service Plan” appended hereto as Exhibit “A” and incorporated herein by reference (the “Services”).

2. Payment for Services. Clayton shall pay Concord annually for the services. Clayton shall pay Concord \$399,214.14 for Year One of this Agreement (Fiscal Year 2025-26), with an annual escalator of five (5) percent for each additional year.

3. Term. The initial term of this Agreement shall be five (5) years, commencing on July 1, 2025 and continuing until July 1, 2030, unless terminated as hereafter provided. Thereafter, this agreement shall automatically renew for an additional five (5) year period, unless notification of termination is given as provided herein. The first year of this Agreement (fiscal year 2025) shall hereinafter be referred to as “Year One,” and all subsequent years shall be sequentially referenced in the same manner.

4. Termination of Agreement. This Agreement may be terminated by either City, at its sole discretion, upon at least six (6) month's advance written notice to the other City. This Agreement may also be terminated without such notice upon the written agreement of both Cities.

5. Termination by Default. Upon the default of either City in the performance of any of its obligations under this Agreement, where such failure continues for a period of ten (10) calendar days after written notice of such default is received, the non-defaulting City may immediately terminate this Agreement upon giving notice of termination to the defaulting City. Prior to termination, either City may request a dispute resolution proceeding pursuant to the terms of this Agreement. However, if the default cannot reasonably be cured within ten (10) calendar days, then the Agreement may not be terminated if the defaulting City commences cure within the ten (10) days and thereafter diligently prosecutes such cure to completion.

6. Modification and Amendments. This Agreement may be modified or amended in writing upon the mutual agreement of the Cities.

7. Notification Obligations. Clayton will provide reasonable advance notice to Concord if any of the following events occur: (1) the addition of housing and/or

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(Cities of Concord and Clayton)**

commercial development of 50 or more mailing addresses or the addition of 5 or more streets/courts/alleys/lanes or public roads fronting residences or business in Clayton; (2) annexation of additional land by Clayton after the execution of this 2025 Agreement; or (3) construction of new cell towers/sites within Clayton city limits.

8. Legal Relationship of the Cities. The only legal relationships established by this Agreement are those created by contract. This Agreement is not intended to, and does not, create the relationship of agent, servant, employee, partnership, joint venture or association, nor of a joint powers authority.

9. Implementation of Agreement. The Cities acknowledge that not every detail, issue or definition affecting the implementation of the Agreement can be contemplated at the time of this Agreement's drafting and execution. Therefore, each City will implement this Agreement in good faith, respecting the intent of this Agreement and the provisions thereof. This Agreement is the product of the mutual drafting efforts of both Cities and thus no interpretation shall be given that would favor one City over the other.

10. Indemnity. Except as to the sole negligence or willful misconduct of Concord, Clayton will defend, indemnify and hold Concord, its officers, agents and employees, harmless from any and all loss, damage, claims, demands, liability, expense or cost, including attorney's fees, which arise out of, or are in any way connected with the performance of, the services by Clayton or any of Clayton's employees, agents or subcontractors, notwithstanding that Concord may have benefited from their services.

Except as to the sole negligence or willful misconduct of Clayton, Concord will defend, indemnify and hold Clayton, its officers, agents and employees, harmless from any and all loss, damage, claims, demands, liability, expense or cost, including attorney's fees, which arise out of, or are in any way connected with the performance of, the services by Concord or any of Concord's employees, agents or subcontractors, notwithstanding that Clayton may have benefited from their services.

11. Notices. Contact Persons. The contact persons for this Agreement shall be, and any notice required to be given, shall be deemed properly delivered if mailed, postage pre-paid to:

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
TECHNOLOGY SUPPORT SERVICES
(Cities of Concord and Clayton)**

For Concord:
Chief of Police
Concord Police Department
1350 Galindo Street
Concord, CA 94520

For Clayton:
Chief of Police
Clayton Police Department
6000 Heritage Trail
Clayton, CA 94517

Each City will notify the other of any changes of address that would require any notice or delivery to be directed to another address.

12. Dispute Resolution. Should any dispute arise out of this Agreement including but not limited to the termination thereof, either City may request that it be submitted to mediation. If the Cities cannot agree upon the identity of a mediator within thirty (30) days after a City requests mediation, then each City shall select a mediator and those two mediators will select a third mediator to mediate the dispute. The Cities shall meet in mediation within thirty (30) days of the selection of a mediator. The cost of mediation shall be borne equally by the Cities. Neither City shall be deemed the prevailing party. No party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator shall last until agreement is reached by the Cities but not more than sixty (60) days, unless the maximum time is extended by the Cities. Should litigation be commenced, each City shall be responsible for its own attorneys' fees and costs, and shall not be entitled to collect such fees and costs from the other City.

13. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, embodies the entire Agreement and understanding between the Cities relating to the subject matter contained therein. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Cities. This Agreement replaces, in its entirety, all prior Agreements for Dispatch, Detention and Information Technology Support Services.

14. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Cities and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Concord without the

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
TECHNOLOGY SUPPORT SERVICES
(Cities of Concord and Clayton)**

prior consent of Clayton, which shall not be unreasonably withheld.

15. Authority. The individuals executing this Agreement, and the instruments referenced in it, on behalf of the Cities each represent and warrant that they have the legal power, right and actual authority to bind the Cities to the terms and conditions of this Agreement.

16. Severability. If any section, clause, or phrase of this Agreement, or the application thereof to any City or any other person or circumstance, is held to be invalid by a final decision of a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement, or the application thereof to any City or any other person or circumstance, shall not be affected thereby.

17. Section Headings. The section headings herein are for the convenience of the Cities only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions or language of this Agreement.

18. Choice of Laws. This Agreement is made in Contra Costa County, State of California, under the Constitution and laws thereof, and shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of Concord, City Manager, authorizing such execution, and by the City of Clayton, City Manager.

City of Concord

City of Clayton

By: _____
Valerie J. Barone
City Manager

By: _____
NAME
City Manager

ATTEST:

ATTEST:

Joelle Fockler, MMC
City Clerk

NAME
City Clerk

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
TECHNOLOGY SUPPORT SERVICES
(Cities of Concord and Clayton)**

APPROVED AS TO FORM:

Susanne Brown
City Attorney

APPROVED AS TO FORM:

NAME
City Attorney

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
TECHNOLOGY SUPPORT SERVICES
(Cities of Concord and Clayton)**

EXHIBIT A

SERVICE PLAN/DESCRIPTION OF SERVICES

1. Dispatch Function.

Concord Police Department (CPD) is the defined Public Safety Answering Point (PSAP) for calls for Clayton police service originating within the Clayton City limits, including cell phone based calls for service assigned by the cellular carrier to the Concord PSAP regardless of the specific geographic location of the originating call.

- (a) CPD Dispatch will provide emergency and non-emergency call handling pursuant to Policies, Procedures, Practices and Standards employed by CPD Dispatch in responding to Concord-based calls for service.
- (b) Clayton agrees to use and comply with all CPD Policies Procedures, Practices and Standards associated with dispatching Officers, including such amendments as may be deemed necessary by the CPD, as approved by the Chief of Police, and review in advance with the Clayton Chief of Police.

2. Computer Aided Dispatch System.

Concord will allow and support Clayton Police Department's use of the Computer Aided Dispatch (CAD) system currently employed by CPD, under the following conditions:

- (a) Concord will provide system software and communication software to Clayton.
- (b) Clayton agrees to procure and maintain at its sole expense all computers and associated communications and vehicle locations equipment in accordance with the specifications provided by Concord.
- (c) Clayton agrees to procure and maintain at its sole expense a data communications line between the Clayton Police Department or Clayton City Hall and a location designated by Concord for purposes of extending

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION
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Concord's Law Enforcement Network to Clayton. Such communications line shall conform to the Department of Justice security requirements, including any revisions or amendments enacted subsequent to the execution of this Agreement.

3. Desktop, Vehicle and Network Infrastructure Support and Maintenance.

- (a) The City of Concord Information Technology ("IT") Department shall provide desktop and/or laptop support, Mobile Data Computer (MDC) support for police vehicles (including the same mobile data connectivity used to support CPD Units), and network cabling, routing, and packet switching support for all law enforcement computers connected to the Clayton Police Department Computer Network.
- (b) Clayton shall be responsible for the equipment and recurring monthly costs of providing mobile data connectivity to Clayton's police vehicles.
- (c) At Clayton's discretion, Clayton may bundle any desired MDC purchase and installation with Concord's purchase and installation schedule. Any such arrangement shall be governed by a side letter to this agreement.
- (d) Clayton retains the right to select any MDC it deems appropriate. Should Clayton select a different MDC make, model or configuration than Concord, Clayton recognizes and agrees that Concord's IT support staff may not be able to support the MDC's and may not be able to guarantee functionality with existing software, such as the CAD system.

4. Electronic Messaging System.

Concord will procure, install, configure, support, replace, and maintain an Electronic Messaging system (e-mail). Concord will permit and support Clayton Police Department's use of the e-mail system currently employed by the CPD under the following conditions:

- (a) Concord will provide e-mail system software and communication software and/or licenses to Clayton, charging Clayton for the direct incremental costs incurred by

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Concord associated with Clayton's use of the system.

- (b) Clayton agrees to procure and maintain at its sole expense all computer and associated equipment required to utilize Concord's electronic messaging system.
- (c) Clayton may, at its sole discretion, utilize Concord as the source of the equipment described in Subsection b of this Paragraph 4, and also utilize Concord to maintain said equipment. If Clayton elects to do so, said equipment and the servicing thereof shall be governed by a separate Agreement/Memorandum of Understanding (MOU) between Clayton and Concord.
- (d) Clayton recognizes the need for, and agrees to, periodic Electronic Messaging System maintenance periods as shall be developed over time to facilitate continued smooth operation of said system. Such maintenance periods will be scheduled and noticed in accordance with any service level agreements in place governing the various systems. Concord will in good faith work with Clayton to minimize any disruption caused thereby.

5. Records Management System.

Concord will procure, install, configure, support and maintain a Law Enforcement Records Management System that will meet Clayton's needs at a service level determined and agreed to by the CPD and Concord IT Department. Concord will support and allow Clayton Police Department's use of the RMS employed by the CPD, under the following conditions:

- (a) Concord will provide RMS system software and communications software to Clayton.
- (b) Clayton agrees to provide and maintain at its sole expense all computer and associated equipment, software and licenses necessary to utilize Concord's RMS System.

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- (c) Clayton understands the need for, and agrees to, periodic maintenance periods as shall be developed over time to facilitate continued efficient operation of the various systems. Such maintenance periods will be scheduled and noticed in accordance with any service level agreements in place governing the various systems.
- (d) Clayton agrees to comply, at its sole cost, with current applicable California Department of Justice (DOJ) security requirements including any changes, revisions, or amendments as may be made over the term of this 2025 Agreement.
- (e) Clayton understands and agrees that Concord will function as the point of contact for the DOJ for the Clayton Police Department, as respects matters related to the provision of records management services.

6. Software licensing and Version Updates.

- (a) The software versions (for Microsoft Office, Outlook etc.) shall be licensed by the Clayton Police Department at its sole expense and shall be kept current with the version(s) in use at the CPD. Support for software used by the Clayton Police Department that is different from or in addition to that used by the Concord Police Department shall be on a best efforts basis only. Concord's IT Department will spend a maximum of one (1) hour troubleshooting this software. Additional service needed to render such software compatible with Concord's shall be at Clayton's sole cost, which shall be additional to the costs set forth in this Agreement. Clayton understands and agrees that ultimate resolution of any incompatibility software utilized by Clayton may necessitate Clayton changing to the same software used by CPD, at Clayton's sole cost.
- (b) Clayton understands that Concord intends to remain within one release of the most current Microsoft Office Suite which includes Word, Excel, PowerPoint, Outlook, etc., and other manufacturer's software currently in use by the Concord Police Department. The City of Concord will provide reasonable notice to Clayton of any planned upgrades to allow the Clayton

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Police Department to obtain any required licenses. Software that is older than one release previous to the most current version available will be supported on a best efforts basis only. Concord's IT Department will spend a maximum of one (1) hour troubleshooting this software to resolve issues concerning incompatibility. Clayton understands and agrees that ultimate resolution of any incompatibility software utilized by Clayton may necessitate Clayton obtaining upgraded software, and that Clayton will obtain any necessary upgrades at Clayton's sole cost, which shall be additional to the costs set forth in this Agreement.

7. Detention Services.

Concord will accept individuals arrested by Clayton into Concord's temporary holding facility. Detainees shall be booked, detained (as necessary), administered a Preliminary Alcohol Screening Test (as appropriate), and where appropriate, transferred to the Contra Costa County Detention Facility in Martinez ("CCCDFM). Concord shall apply its detention guidelines, as set forth in Lexipol Policy 900 (Temporary Custody of Adults), a copy of which has been provided to Clayton. Prisoners who do not meet Concord's Jail Manual guidelines will not be accepted.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Don Mort, Interim Police Chief

DATE: May 20, 2025

SUBJECT: Approve the Renewal of an Agreement with All City Management Services to provide Crossing Guard Services for the 2025-2026 School Year, and Authorize the City Manager to Execute the Agreement

RECOMMENDATION

It is recommended that the Council approve renewal of the Crossing Guard Services agreement with All City Management Services to provide Crossing Guard services during the 2025-2026 school year and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Clayton has contracted with All City Management Services for crossing guard services since October 2020. Contracts are issued on an annual basis and expire at the end of each Fiscal Year.

DISCUSSION

On April 28, 2025, The Clayton Police Department received a letter serving as confirmation from All City Management Services of their interest in extending the agreement for Crossing Guard Services through the 2025-2026 school year. The proposed contract is consistent with all prior contracts with no substantive changes outside a slight increase in their hourly rate for the upcoming school year.

All City Management services provide crossing guard duties at three (3) sites in the City of Clayton. Pine Hollow Road/Mitchell Canyon, Oak Street/Center Street, and Pine Hollow/Mt. Zion. Services are provided for three hours per day at each location (9 hours total per day).

The proposed hourly rate for FY 25/26 is \$38.17. an increase of \$1.12 per hour. The calculated cost for this year shall not exceed \$61,835.40, an increase of \$201.60 from our previous contract.

The City of Clayton does receive annual reimbursement to the general fund for one site (Pine Hollow Road/Mitchell Canyon) from CEMEX. Reimbursement for FY 25/26 is calculated at approximately \$20,611.80.

Either party shall have the right to terminate this Agreement by giving sixty (60) days written

notice to the other party.

FISCAL IMPACTS

The total cost for All City Services Crossing Guard Services is \$61,835.40 with \$20,611.80. being reimbursed through prior agreements with CEMEX

.
With reimbursement the General Fund expenditure for FY 25/26 is \$41,223.60.

No budgetary action is recommended at this time as appropriations will be incorporated in the FY 2025-26 adopted budget for this project.

ATTACHMENTS

[Clayton CA 2025 - 2026 Services Contract.pdf](#)



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated April 28, 2025 and is between the CLAYTON POLICE DEPARTMENT (hereinafter called the "Department"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2025, and ends on June 30, 2026, and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the Department. The Department agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the Department by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Department.
3. The Department’s representative in dealing with the Contractor shall be designated by the Clayton Police Department.
4. The Department shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under Department’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Department a Certificate of Insurance naming the Department and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Department and shall not call on the Department’s insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Department, its officers, agents and interests of the Department. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Department.
11. Contractor agrees to defend, indemnify and hold harmless the Department, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the Department, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Department, its officers, agents, or employees, any and all costs and expenses incurred by the Department, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of Department, liability will be apportioned between Contractor and Department based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify Department will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Department for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Department.
14. The Department agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-eight Dollars and Seventeen Cents (**\$38.17**) per hour, per Crossing Guard during the term. Based on a minimum of three (3) sites and upon a projected (1,620) hours of service the cost shall not exceed Sixty-one Thousand, Eight Hundred Thirty-five Dollars and Forty Cents (\$61,835.40) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Department with 60 days-notice of its request to increase pricing. Department agrees to review and respond to said notice within 30 days of receipt.
17. The Department shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

DEPARTMENT

Clayton Police Department

By _____
Signature

Print Name and Title

Date _____

CONTRACTOR

All City Management Services, Inc.

By _____
D. Farwell, Corporate Secretary

Date _____



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus

DATE: May 20, 2025

SUBJECT: Unsung Heroes for the Month of April (awarded in May) - Clayton Village Garden Club

BACKGROUND

Each month the City Council selects an unsung hero in our community to honor for their contributions to the community.

FISCAL IMPACTS

None.

ATTACHMENTS

[Unsung Heroes - Clayton Valley Garden Club - April 2025.pdf](#)

April 2025 Unsung Heroes Clayton Valley Garden Club - Awarded Tuesday, May 20th

The Clayton Valley Garden Club was organized in 1997 after the Clayton Historical Society Gardens Tour guests expressed an interest in forming a club to meet others who enjoy gardening as a hobby. They are a Non-Profit 501(c)3 organization with an elected Board of Directors.

They have a long list of accomplishments and an array of incredible programs that make our community a better and more beautiful place to live, including:

The Annual CVGC Plant Sale, started in 2008, raises money for most of the Garden Club's programs, including scholarships for graduating seniors who are planning to study Agriculture, Conservation, or other related subjects.

They have helped the local schools in many ways including providing support for Mt. Diablo Elementary's plant and vegetable garden beds, and Diablo View Middle School for which they also provided wheelchair accessible planter boxes. They also provided plants for CVCHS for their student lunch area.

They have worked with Eagle Scout-supported Barn Owl boxes installed around Clayton and most recently worked with the Scouts of America, Library Sensory Garden Box that can be found just off the courtyard in the back of the library.

They provide educational programs 10 months out of the year, and the public is always welcome to attend.

They assisted the Trails & Landscape Committee (TLC) with planting 1,700 plants at the Oakhurst fountain.

During Covid they sold plants online and delivered, just like Amazon, when other garden clubs just cancelled their plant sales. It was a big hit!

Their ***Blossoms for Barbara*** program delivers blooming plants to Hospice patients, Meals on Wheels, and other shut-in people every Valentines Day.

They also maintain the Blue Star Memorial at The Grove Park and a Native American & Educational Garden at the Clayton Historical Museum.

The "flower beds" around the library include two raised boxes the City and CVGC worked together to design and build. One box is a certified wildlife bed and the other is a succulent bed. They were designed to show types of plants and how they grow in our climate and CVGC continues to maintain these boxes throughout the year.

They also participate in Clayton Cleans Up, volunteer at Art & Wine, and countless other Youth & Educational initiatives, programs and projects, environmental and educational, throughout our community for over 25 years.

This Club's wide-reaching impact and long-standing dedication make it a true Unsung Hero in our community.

CVGC Officers:

President - Gloria Utley

Treasurer - Paul Jordan

Secretary - Shelly Gusse First Vice President Programs

Second Vice President - Chris Santa Maria

Membership - Carla and Lew Thompson

Parliamentarian - Gloria Utley

Past President - Fran Veal

If You Would Like to Join Them at their Monthly General Meetings, they are held at 6:30 pm at Diamond Terrace on the 2nd Wednesday of the month. The speaker presentation begins around 7 pm.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus

DATE: May 20, 2025

SUBJECT: Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Integrity" During the Months of March and April 2025

BACKGROUND

Recognition of Public School Students for Exemplifying the "Do the Right Thing" Character Traits.

FISCAL IMPACTS

n/a

CEQA

n/a



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus

DATE: May 20, 2025

SUBJECT: City Council/Committees

RECOMMENDATION

Receive report on councilmember activities since the last meeting.

Councilmember Diaz:

- May 7 Attended Administrative & Finance Committee Meeting - County Connection:
 - Reviewed Disadvantaged Business Enterprise (DBE) Overall Goal: 2026-28
 - Reviewed Proposed Amendment to Fiscal Year 2025 Operating Budget
 - Reviewed/Approved Vendor & Legal Bills
- May 10 Attended Clayton Valley Garden Club Plant Sale
- May 11 Celebrated Mother's Day
- May 15
 - Celebrated Peace Officers Memorial Day
 - Attended County Connection Board Meeting
- May 19 Attended Contra Costa County Fire Protection District (CCCFD) Academy #61 Graduation

Councilmember Enea:

- Met with city manager
- Transpac meeting
- Had a Black Diamond HOA meeting-firewise
- went to Retired Public Employees Association meeting
- Talked to residents regarding city matters

Councilmember Tillman:

- April 30 virtually attended the Geological Hazard Abatement District (GHAD) webinar hosted by GHAD board manager, Larry Theis.
- May 1 Attended the Mayors Conference in Pleasant Hill. East Bay Municipal Utilities District presented.
- May 3
 - Attended the ConFire Wildfire Community Preparedness Day at their training center. It was an interactive event to talk to experts on home hardening, insurance options, and Firewise planning, and to see live demonstrations on the importance of Zone 0 and the landscaping options we can use to beautify and protect our

- homes (rocks and succulents).
- Played in the Mt. Diablo Education Foundation bocce tournament held at the Ipsen Family bocce courts. Funds raised from this event help the foundation provide STEAM resources for our local schools in the district.
- May 12 MDEDF Board meeting
- May 13 Trails and Landscape Committee (TLC) meeting. Introduced the committee to Kris and Regina and the group discussed the FY25-26 budget, established a new meeting cadence and will meet monthly on the 2nd Tuesday for at least the next 3 months, and the importance of messaging that the Landscape Maintenance District will sunset in 2027.

Vice Mayor Wan:

- No report submitted.

Mayor Trupiano:

- May 7 7:30 to 8:30 am, handed out stickers to the children at Mt. Diablo Elementary School for Walk and Roll to School Day
- May 15 10:30 am, 4th of July parade committee meeting with Sarah Brinkman
- May 17
 - 11 am, Tour of home in Clayton, for Bay Area Professional Family Child Care Network (Benu Chhabra)
 - 12 noon to 2 pm, volunteered for Clayton Community Library Foundation book sale
 - 6-8:30 pm, Concerts in the Grove
- May 19
 - 9:30 am, League of Cal Cities tax webinar
 - 2:30 pm, City Sponsored Special Events committee meeting
 - 3 pm, Energy Services & Infrastructure (Climatec), ad hoc meeting
 - 4 pm, Budget & Audit committee meeting

BACKGROUND

The City Council provides a report of activities that took place between the city council meetings.

FISCAL IMPACTS

n/a