



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

TUESDAY, AUGUST 19, 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

CLOSED SESSION AGENDA - MEETING HELD AT 6:30

CLAYTON CITY COUNCIL CLOSED SESSION AGENDA

TUESDAY, AUGUST 19, 2025 6:30 PM

Hoyer Hall, Clayton Community Library

6125 Clayton Road, Clayton, CA 94517

- 1. CALL TO ORDER**
- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(GOV. CODE 54956.9(d)(1))

Clayton Estates, LLC vs. City of Clayton

Contra Costa Superior Court, Case No. N25-1164

- 3. ADJOURNMENT**

CLAYTON CITY COUNCIL CLOSED SESSION AGENDA

- 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) Approve July 15, 2025, Minutes
[\(View\)](#)
- (b) Approve July 22, 2025, Minutes
[\(View\)](#)
- (c) Approve the Purchase of Two New Police Vehicles and Authorize the Disposal of a Police Vehicle as Surplus Property
[\(View\)](#)
- (d) Approve and Authorize the City Manager to Execute a Maintenance Services Contract with Brightview Tree Care Services, Inc. for Tree Maintenance and Consulting Services for a not to exceed amount of \$120,000.
[\(View\)](#)
- (e) Approve and Authorize the City Manager to Execute a Maintenance Services Contract with S2SERM, LLC for Weed Prevention and Abatement Services for a not to exceed amount of \$120,000.
[\(View\)](#)
- (f) Approve and Authorize the City Manager to Execute the Professional Services Contract with R3 for SB 1823 Implementation, Public Contracting Code Section 12209, as updated and Cal Recycle Grant Management.
[\(View\)](#)

5. RECOGNITIONS AND PRESENTATIONS

- (a) Unsung Hero - Sarah Brinkman
[\(View\)](#)
- (b) Mayor of the Day Presentation
[\(View\)](#)
- (c) Receive a Report on the Status of the Climatec Project
[\(View\)](#)

6. REPORTS

- (a) City Manager's Report
[\(View\)](#)
- (b) City Council Report
[\(View\)](#)

7. PUBLIC HEARINGS

- (a) Approve a resolution of the city council of the city of clayton authorizing revision to city's housing element update by allowing an additional attached accessory dwelling unit to the approved housing program
[\(View\)](#)

8. ACTION ITEMS

- (a) Appointment to the Financial Sustainability Committee
[\(View\)](#)
- (b) Appointments to the Trails and Landscape Committee
[\(View\)](#)
- (c) Appointment of Sheila Driscoll as the City of Clayton Representative to the Contra Costa County Advisory Council on Aging
[\(View\)](#)
- (d) Approve Amendment to the Franchise Agreement with Republic Services
[\(View\)](#)
- (e) Future Revenue Options – Closing the City's Long-Term Budget Deficit - Part One
[\(View\)](#)
- (f) Approve a Resolution Amending the Assistant City Manager/Administrative Services Director Job Classification and salary to Administrative Services Director.
[\(View\)](#)

9. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be September 16, 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 who wishes to speak on an agendized or non-agendized matter (within the council's jurisdiction), shall have a set amount of time to speak as determined by the Mayor.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: Skyler Aitken
DATE: August 19, 2025
SUBJECT: CLAYTON CITY COUNCIL CLOSED SESSION AGENDA

RECOMMENDATION

1. CALL TO ORDER

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(GOV. CODE 54956.9(d)(1))

Clayton Estates, LLC vs. City of Clayton

Contra Costa Superior Court, Case No. N25-1164

3. ADJOURNMENT

BACKGROUND

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FISCAL IMPACTS

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ATTACHMENTS

[City Council Closed Session 081425.pdf](#)



**CLAYTON CITY COUNCIL
CLOSED SESSION AGENDA**

TUESDAY, AUGUST 19, 2025

6:30 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

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(GOV. CODE 54956.9(d)(1))

Clayton Estates, LLC vs. City of Clayton

Contra Costa Superior Court, Case No. N25-1164

3. ADJOURNMENT



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken

DATE: August 19, 2025

SUBJECT: Approve July 15, 2025, Minutes

BACKGROUND

Minutes for the July 15, 2025 City Council meeting

FISCAL IMPACTS

N/A

ATTACHMENTS

[Minutes 071525 - Draft.pdf](#)



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

TUESDAY, JULY 15, 2025

1. **CALL TO ORDER** – The meeting was called to order at 7:00 p.m. by Mayor Trupiano held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California.
2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Trupiano
3. **ROLL CALL** - Councilmembers present: Councilmembers: Diaz, and Enea; Vice Mayor Wan and Mayor Trupiano. Councilmembers absent: Councilmember Tillman . Staff present: City Manager, Kris Lofthus; Assistant City Manager, Regina Rubier; Management Analyst, Dennis Bozanich; Acting City Attorney, Kyler Rayden; Acting City Clerk, Skyler Aitken;
4. **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.

Larry McNeil made a comment on the previous Special Grand Jury meeting and the written response.

5. **CONSENT CALENDAR**

(a) Approve June 17, 2025 Meeting Minutes

(b) Approve June 24, 2025 Meeting Minutes

(c) Report on the Annual Update of the Master Fee Schedule

(d) Presentation - Contra Costa County Animal Services Department

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

Councilmember Enea moved to approve the consent calendar, with Councilmember Diaz seconding. The motion carried 4-0.

6. RECOGNITIONS AND PRESENTATIONS

(a) Unsung Hero - Debby Bruno

Mayor Trupiano presented the award and shared Debby's history, accomplishments, and contributions to the community.

(b) Presentation - Contra Costa County Animal Services Department

Ben Winkleblack Director of Contra Costa County Animal Services presented on their services in the county. Councilmembers asked questions throughout the presentation, which Director Winkleblack answered and clarified.

7. REPORTS

(a) City Manager/Staff

Kris Lofthus, City Manager, gave an update on ClimaTech, Good Governance Training, National Night Out, Housing Element Certification, and hiring updates.

(b) City Council/Committees

8. PUBLIC HEARINGS

(a) Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in Fiscal Year 2025/26

Dennis Bozanich, Management Analyst, presented the information to the council, with the council asking questions and Dennis answering them.

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

Vice Mayor Wan moved to approve the resolution, pending the discussed changes (explicitly stating 2.0% increase), with Councilmember Enea seconding. The motion carried 4-0.

9. ACTION ITEMS

- (a)** Adopt two Resolutions Approving the Memorandum of Understanding for the Management Employees Bargaining Unit and Adopting the City of Clayton's Salary Schedule Effective July 1, 2025, in Conformance with CalPers Requirements to Provide a Publicly Available Salary Schedule

Kris Lofthus gave an update and overall review on the Memorandum of Understanding (MOU), with the council asking clarifying questions, and Kris answering them.

Following discussion by the City Council, Mayor Trupiano opened Action Item 9.a to public comment; there were no members of the public wishing to speak to the Action Item 9.a.

Vice Mayor Wan moved to approve with Councilmember Diaz seconding. The motion carried 4-0.

- (b)** Adopt a Resolution Authorizing the Revised Job Descriptions for the Police Officer and Senior Maintenance Worker and Create a New Job Description and add to the Salary Schedule a Seasonal Maintenance Worker –Temporary Position

Regina Rubier, Assistant City Manager gave an update on the job descriptions and why the language needs to be updated, with the council asking clarifying questions, and Regina answering them.

Following discussion by the City Council, Mayor Trupiano opened Action Item 9.b to public comment; there were no members of the public wishing to speak to the Action Item 9.b.

Vice Mayor Wan moved to approve with Councilmember Enea seconding. The motion carried 4-0.

- (c)** Adopt a Resolution to Establish an Appropriation Limit for Fiscal Year 2025-26

Regina Rubier gave an update and history on the Appropriation Limit in relation to state law.

Following discussion by the City Council, Mayor Trupiano opened Action Item 9.c to public comment; there were no members of the public wishing to speak to the Action Item 9.c.

Councilmember Enea moved to approve with Vice Mayor Wan seconding. The motion carried 4-0.

- 10. ADJOURNMENT** – Mayor Trupiano adjourned the meeting in honor of Emelia Olsen at 8:19 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: Skyler Aitken

DATE: August 19, 2025

SUBJECT: Approve July 22, 2025, Minutes

BACKGROUND

Minutes from the 07/22/25 City Council meeting

FISCAL IMPACTS

N/A

ATTACHMENTS

[Minutes 072225 - Draft.pdf](#)



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

TUESDAY, JULY 22, 2025

1. **CALL TO ORDER** – The meeting was called to order at 4:00 p.m. by Mayor Trupiano held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California.
2. **ROLL CALL** - 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; Acting City Clerk, Skyler Aitken;
3. **PLEDGE OF ALLEGIANCE** – Led by Mayor Trupiano
4. **ACTION ITEMS**

(a) Good Governance Training

The City Council received and participated in the Good Governance training from the Institute for Local Government (ILG).

At the end of the training, public comment was opened up,

Maria Shulman commented on the high quality of the training and gave her opinion on what could be added and how it could help the council.

5. **ADJOURNMENT** – Mayor Trupiano adjourned the meeting at 7:28 p.m.

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



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Approve the Purchase of Two New Police Vehicles and Authorize the Disposal of a Police Vehicle as Surplus Property

RECOMMENDATION

See the attached Staff Report

BACKGROUND

See the attached Staff Report

DISCUSSION

See the attached Staff Report

FISCAL IMPACTS

The total proposed expenditure from FY 2025/2026 for the new vehicles is \$140,952.57 from the Capital Equipment Replacement Fund (CERF).

CEQA

None

ATTACHMENTS

[Police Vehicle Staff Report.pdf](#)

[PD Vehicle Inventory 8_25.pdf](#)

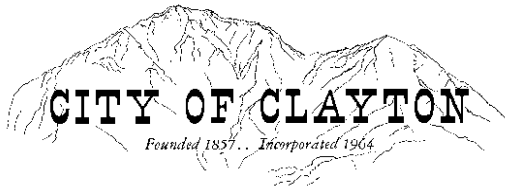
[Clayton '25 PIU Gas Quote - Inbound.pdf](#)

[Clayton PD Patrol LEHR Upfit Sales Quote 55144 v2.pdf](#)

[FastSigns 205729.pdf](#)

[Quote 10114A Blazer.pdf](#)

[Blazer Upfit Sales Quote LEHR 55102.pdf](#)



City Council Agenda Item

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Jeremy Crone, Chief of Police

DATE: August 19, 2025

SUBJECT: Approve the purchase of two new police vehicles to replace an unserviceable police vehicle, add an administrative vehicle, and authorize the disposal of a police vehicle as property surplus to the needs of the city

RECOMMENDATION

Approve the purchase of a 2025 Ford Police Interceptor Utility vehicle to replace an unserviceable police vehicle, along with emergency equipment outfitting and identifying decals, as follows:

- 2025 Ford Police Interceptor Utility vehicle from Folsom Lake Ford: \$60,338.95 (State of California Contract #1-22-23-14C)
- Purchase and installation of emergency equipment by Lehr Auto: \$30,934.70
- Purchase and installation of graphics by Fast Signs: \$995.50

Approve the purchase of a 2025 Chevrolet Blazer AWD 4 door utility vehicle as the Chief's administrative vehicle along with emergency equipment outfitting as follows:

- 2025 Chevrolet Blazer AWD 4 Door Utility vehicle from Winner Chevrolet: \$42,250.31 (State of California Contract 1-25-23-01P)
- Purchase and installation of emergency equipment by Lehr Auto: \$6,433.11

The total proposed expenditure for the new vehicles is \$140,952.57 from the Capital Equipment Replacement Fund (CERF), forgoing the purchase of any police vehicle in FY 2026/27. \$93,000 was approved in the 2025/26 budget for the purchase of one police vehicle.

BACKGROUND

The City of Clayton's Police Department currently has a fleet of eight (8) active patrol vehicles and two (2) patrol capable vehicles assigned as the Chief's administrative vehicle (1) and a police decoy (1) vehicle for a total of 10 police vehicles. In addition, the Department has two (2) Zero Motor patrol motorcycles, one (1) Polaris Ranger Utility Task Vehicle (UTV), and on CERT/Command Trailer. See attached Vehicle Inventory for inventory and mileage.

The Department has a past practice of replacing at least one patrol capable vehicle each year with a comparable patrol vehicle. The current Chief's administrative vehicle (Unit 1740) was taken out of patrol service in 2023 and assigned as an administrative vehicle.

Active patrol vehicles are assigned to members of the Department, allowing each member to have an assigned vehicle, with the exception of the supervisors. Supervisors currently share two patrol vehicles amongst four (4) sergeants.

DISCUSSION

The new 2025 Ford Police Interceptor Utility will replace the unserviceable administrative vehicle (Unit 1740), a 2014 Ford Police Interceptor Utility with over 90,000 miles. Due to the high mileage, condition, and mechanical issues of this vehicle, this vehicle is recommended to be surplus and sent to auction. Any usable equipment in the vehicle, for example police radios, will be removed prior to auction.

The new 2025 Ford Police Interceptor Utility will be placed into active patrol service. This will allow the Department to expand its active patrol fleet to nine (9) patrol vehicles. Patrol vehicle Unit 1744 will then be assigned as the Department's pool patrol vehicle.

The Police Department maintains a standard staffing level of two to three officers on patrol at any given time to ensure consistent public safety coverage. For special events, the department deploys additional officers to meet heightened operational demands. Patrol vehicles require regular maintenance and are susceptible to unforeseen mechanical, communication, or emergency equipment failures. Having a pool patrol vehicle will ensure operational readiness to support the Department's capacity to fulfill all mission requirements effectively and without interruption. The addition of the pool vehicle will also be available to the patrol sergeants to reduce the total wear and tear on the supervisor vehicles, extending the overall life of the fleet.

The Department conducted a comprehensive search of viable and available patrol, "pursuit" rated, vehicles in evaluating this purchase. Due to current market trends and a move towards electric vehicles (EVs), domestic manufacturers have limited their internal combustion engine pursuit rated vehicles. For example, an internal combustion pursuit rated sedan is no longer available from any manufacturer. While there has been a move in the industry to equip police departments with EVs, the City of Clayton currently does not have the charging infrastructure

to support this move. In addition, EVs are priced higher than their internal combustion engine counterparts, providing an additional hurdle to acquisition.

In evaluating available and viable internal combustion pursuit rated patrol vehicles, the Department weighed the Ford Police Interceptor Utility, the Chevrolet Tahoe PPV, and the Dodge Durango Pursuit. The Department selected the Ford Police Interceptor Utility for its reliability, price, and familiarity. The Dodge Durango Pursuit vehicle has been riddled with engine failures and overall build quality, not making it a reliable alternative to the Ford Police Interceptor Utility. The Chevrolet Tahoe PPV is a reliable platform, however its higher price compared to the Ford Police Interceptor Utility could not be justified.

The new 2025 Chevrolet Blazer AWD 4 Door Utility will be an additional vehicle to the fleet and provide a designated administrative vehicle to be used by the Chief of Police. This vehicle is significantly less expensive compared to a pursuit rated vehicle and requires considerably less “up-fitting” to make it a serviceable emergency vehicle. The Chevy Blazer was selected for its overall utility and affordability compared to alternative vehicles and falls under state bid pricing.

Both the 2025 Ford Police Interceptor Utility and the 2025 Chevrolet Blazer AWD 4 Door Utility are under State of California pricing contracting.

Purchasing the patrol and administrative vehicle this calendar year (2025), allows the City to reduce overall costs compared to purchasing one vehicle in 2025 and a second vehicle in 2026. The trend is an approximate 4% increase in vehicle costs year over year, not accounting for increased costs in “up-fitting”. This will also allow the Department to better evaluate its vehicle needs in preparation for a purchase in 2027/28 budget year, if needed. It is also expected that domestic manufacturers will be expanding their pursuit rated offerings to market demands. The optimum timing for placing a purchase request for pursuit rated vehicles, under state contract, is in the first quarter (Q1) of the year to ensure delivery in the current calendar year. Orders generally placed past Q1 in a calendar year are not delivered until the beginning of the following calendar year due to build cycles.

FISCAL IMPACT

The total proposed expenditure from FY 2025/2026 for the new vehicles is \$140,952.57 from the Capital Equipment Replacement Fund (CERF),

CEQA IMPACT

None.

ATTACHMENTS

1. Vehicle Inventory
2. Ford Interceptor Utility Quote
3. LEHR Ford Interceptor Equipment and Install Quote

4. Fast Signs Ford Interceptor Graphics Quote
5. Chevrolet Blazer AWD Quote
6. LEHR Chevrolet Blazer AWD Equipment and Install Quote



VEHICLE INVENTORY

AUGUST 2025

VEHICLE #	DESCRIPTION	MILES	ASSIGNMENT
1739	2016 Zero DS-P Motor	3,073	Traffic
1740	2017 Ford Explorer	90,379	Administration/Chief
1741	2017 Ford Explorer	68,135	Decoy
1742	2018 Ford F-150	42,698	Sergeants
1743	CERT/Command Trailer	N/A	PD
1744	2020 Ford Explorer	45,545	Patrol
1745	2020 Ford Explorer	27,409	Patrol
1746	2021 Ford Explorer	21,501	Patrol
1747	2021 Ford Explorer	21,576	Patrol
1748	2022 Ford Explorer	17,833	Patrol
1749	2015 Zero DS-P Motor	2,155	Traffic/Spare
1750	2023 Ford Explorer	16,416	Sergeants
1751	2023 Zero DSR Motor	3,657	Traffic
1752	2024 Ford Explorer	2,580	Patrol
1753	2025 Polaris Ranger	9	Rescue/Special Events

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 7/22/2025

To: Sergeant Tim Marchut / Clayton Police Department / Inbound Interceptor
From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
Subject: Pricing for 2025 Ford Interceptor (State of California Contract #1-22-23-14C)

\$49,313.00 - Bid Price (2025 Ford Police Interceptor Utility AWD / 3.3L V6 Gas Eng)
2,025.00 - L.A.P.D. Paint Scheme (CAL) - Lifetime Warranty
930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
692.00 - Spot Lamps - Dual Whelen LED (51V)
601.00 - Front Warning Auxiliary LED Lights (21L)
475.00 - Rear Lighting Solution (66C)
352.00 - Side Marker LED - Sideview Mirrors (63B)
352.00 - Underbody Deflector Plate (76D)
207.00 - Police Wire Harness Connector Kit - Front/Rear (67V)
84.00 - Rear-Door Controls Inoperable - Locks/Handles/Windows (68G)
52.00 - Keyed Alike - Code 1284X (59B)
0.00 - 1/4 Size Picture In Picture Rear View Camera Image (87M)
\$55,083.00 - Selling Price (Agate Black Metallic Paint w/Four White Doors & Roof)
85.00 - Documentation Fee
\$55,168.00 - Subtotal
4,827.20 - Sales Tax (8.75%) Subject to Change
300.00 - Delivery to Clayton, CA
35.00 - DMV Electronic Filing Fee
8.75 - California Tire Fee
\$60,338.95 - Total Price (EACH) F.O.B. Clayton, CA

Payment Terms: \$500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Power Passenger Seat (4-Way), Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.



Sales Quote

Page: 1

701 WILLOW PASS RD STE 8 PITTSBURG, CA 94565-1803
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 55144
Document Date: 8/7/2025
Terms: Net 30
Payment Method:

Sell Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
CLAYTON, CA 94517-1249
Phone: (925) 673-7360

Ship Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
Attention Tim Marchut
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 1656
SalesPerson Mike McGee

Vehicle Information:

2025 FORD PIU, Unit: 1754

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Clayton PD Unit 1754 - 2025 PIU			
	Front End Equipment			
	OEM - 66A			
	OEM - WIG WAG			
MCRNTB	Whelen, Micron Series Stud Mount - Blue	1	108.25	108.25
MCRNTR	Whelen, Micron Series, Stud Mount - Red	1	108.25	108.25
NP3BB	Whelen, NANO-3 Pioneer Bail Mount 12V - Black	2	176.80	353.60
EX0011	Patrol Power Harness Front Mt. Utility 2020+ (03-0211)	1	798.40	798.40
SA315P	Whelen Siren Speaker 100W	2	199.99	399.98
SAK75D	Whelen, Speaker Bracket, Fits 2025 Ford PIU, Driver Side Grille	1	31.80	31.80
SAK75P	Whelen, Speaker Bracket, Fits 2025 Ford PIU, Passenger Side Grille	1	31.80	31.80
I	Installation Charges	10	140.00	1,400.00
	Side Equipment			
	OEM - 63B			
I	Installation Charges	1	140.00	140.00
	Roof Equipment			
BJ2DEDE-LEHR	Whelen, Liberty II WCX Light Bar 54" W/IJ500ST	1	2,335.00	2,335.00
PE215	Whelen Preemption Strobe Power Supply	1	496.80	496.80
STPKT105	Whelen Lightbar Strap Kit, Fits 2020+ Utility	1		
	CSM - MODEM ANTENNA			



Sales Quote

Page: 2

701 WILLOW PASS RD STE 8 PITTSBURG, CA 94565-1803
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 55144
Document Date: 8/7/2025
Terms: Net 30
Payment Method:

Sell Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
CLAYTON, CA 94517-1249
Phone: (925) 673-7360

Ship Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
Attention Tim Marchut
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 1656
SalesPerson Mike McGee

Vehicle Information:

2025 FORD PIU, Unit: 1754

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	CSM - AXON FLEET ANTENNA			
MB8U	3/4" Thru-Hole NMO Mount W/17' RG-58/U Cable, No Connector	1	22.13	22.13
QW800	806-896MHz 1/4 Wave NMO Mobile Antenna	1	12.21	12.21
I	Installation Charges	3.5	140.00	490.00
	Drivers Compartment Equipment			
CC-UV20-L-18	Troy Products 18" Console 2020-2025 PIU Utility Specific	1	450.75	450.75
FP-WCENCOM-JD	Troy Products 4" Face Plate, Fits Whelen Control/Cencom (Sapphire, Carbide)	1		
FP-MXTL2500	Troy Products 3" Face Plate, Fits Motorola XTL2500/5000/APX6500 remote 05/07	1		
AC-INBHG	Troy Products Internal Dual Beverage Holder 4"	1	48.00	48.00
FP-BLKN1	Troy, 1" Blank Filler Plate	3		
FP-BLKN2	Troy Products 2" Blank Filler Plate	1		
FP-AP12-3	Troy Products 2" Face Plate w/3 DC Outlet Cutouts	1	24.00	24.00
L3-AP1SET	Troy Products 12v DC Power Outlet w/Cap	2	11.25	22.50
C-USB-3	Havis, USB-C & USB Type A Dual Port Charger	1	71.40	71.40
MMSU-1	Mag Mic Magnetic Mic Kit	2	33.96	67.91
AC-MCM	Troy Products Mic Bracket Only	1	9.80	9.80
AC-TB-ARMMNT-58	Troy Products Console Mounted Height Adj Swivel Arm Rest	1	159.75	159.75
7160-1336	Gamber-Johnson, 2020 Ford Police Int Util Veh Base	1	186.00	186.00
7160-0178	Gamber-Johnson 7" Center-Mounted Complete Upper Pole	1	100.50	100.50
7160-0230	Gamber-Johnson Support Brace - Short	1	87.00	87.00
7170-0514	Gamber-Johnson, Tablet Display Mount	1	753.75	753.75
DS-LOWER-9	Gamber-Johnson, 9" Lower Pole Assembly	1	69.75	69.75
HKN6169B	Motorola 17' Control Head Remote Mount Cable APX, XTL	1	98.52	98.52
HKN4192C	Motorola Main Power Cable to Battery 20' 20amp	1	47.52	47.52



Sales Quote

Page: 3

701 WILLOW PASS RD STE 8 PITTSBURG, CA 94565-1803
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 55144
Document Date: 8/7/2025
Terms: Net 30
Payment Method:

Sell Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
CLAYTON, CA 94517-1249
Phone: (925) 673-7360

Ship Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
Attention Tim Marchut
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 1656
SalesPerson Mike McGee

Vehicle Information:

2025 FORD PIU, Unit: 1754

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	CSM - POLICE RADIO			
	CSM - GJ DOCK			
	CSM - DOCK POWER SUPPLY			
	CSM - KEYBOARD			
	CSM - AXON FLEET 3 ICV			
H-ECL556-A	Intermotive Ecolock -Secured Idle Reduction System 2025 Ford Interceptor Utility	1	750.66	750.66
CO400	First Alert Carbon Monoxide (CO) Detector, Battery Operated Alarm	1	25.00	25.00
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	1	154.80	154.80
806-0022-00	Stalker, Dsr Dual Antenna Radar	1	3,300.00	3,300.00
200-1379-00	Stalker, 2020-2024 F1 Suv Cu Display Antenna Mount	1	120.00	120.00
200-1378-00	Stalker, Rear Radar Mount, Ford 2020-2024 F1 Suv Rear Antenna Mount	1	147.00	147.00
155-2211-00	Stalker, Remote Display Interconnect Cable	1	100.00	100.00
MMSU-1	Mag Mic Magnetic Mic Kit	1	33.96	33.96
	FOR RADAR REMOTE			
GK20021S	Setina, Dual T-Rail Mount w/Sm Lock	1	254.25	254.25
	CSM - BLAC RAC LOCK			
I	Installation Charges	22.5	140.00	3,150.00
	Prisoner Compartment Equipment			
	Setina, #8XL 1/2 Coated 1/2 Vinyl Mesh Tall Man			
	PK1134ITU20TM includes the following			
PT1176ITU20TM	Setina, XL Partition Transfer Kit Tall 20-25 Interceptor Utility	1	374.25	374.25
BR8XLSSCAP	Setina, #8XL SSCA BAR COATED POLY	1	352.50	352.50
	END OF ASSEMBLY			
QK2121ITU20	Setina Replacement Seat Smart Belt w/Center Pull Seat Belt	1	1,379.25	1,379.25



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Customer ID 1656
SalesPerson Mike McGee

Vehicle Information:

2025 FORD PIU, Unit: 1754

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
PK0123ITU202ND	Setina #12VS Vinyl Coated Expanded Metal Rear Partition 2020-24 Utility	1	494.25	494.25
3SC0CDCR	Whelen, 3" Round Compartment - White	2	67.20	134.40
I	Installation Charges	8.5	140.00	1,190.00
	Back End Equipment			
TK0248ITU20	Setina, Rear Cargo Dsc-Bsc 2020-27 Utility	1	1,574.25	1,574.25
TPA9289	Setina Cargo Box Radio Tray	1	292.49	292.49
HB6PAK-PI-RB	Code 3, Code 3 Twist Lock Hide-A-Blast 6-LED Split Red/Blue	2	96.94	193.87
MR6-W	Code 3, MR6 - White	2	111.91	223.82
	BACK UP LTS			
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	1	154.80	154.80
	REAR HATCH			
	CSM - MODEM			
C399	Whelen Cencom Core WCX Remote Siren & Control Center	1	1,109.00	1,109.00
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	1	331.10	331.10
C399SP	Whelen, SCANport KIT FOR C399	1	132.30	132.30
LH-CORE-PIU	LEHR Core Harness, PIU to use Expansion Module	1	287.50	287.50
CEXAMP	Whelen WCX External Amplifier	1	225.60	225.60
B500T	Fire Extinguisher 5LB ABC Dry Chemical	1	131.28	131.28
I	Installation Charges	17	140.00	2,380.00
INSTALL	Install Materials	1	225.00	225.00
F	Shipping Charges	1	325.00	325.00

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total 28,471.70
Total Tax 2463.00
Total: 30,934.70

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Created Date: 7/24/2025

DESCRIPTION: Cut Vinyl Vehicle Spanning Side Graphics With Door Edge Protection Following the Contour of the Vehicle for Ford Ex

Bill To: CLAYTON POLICE
6000 HERITAGE TRAIL
CLAYTON, CA 94517
US

Pickup At: FASTSIGNS PLEASANT HILL
3381 Vincent Road, Ste J
PLEASANT HILL, CA 94523
US

Requested By: TIM MARCHUT
Email: TIM.MARCHUT@claytoncapolice.gov
Work Phone: (925) 437-2103
Cell Phone: (925) 673-7350

Salesperson: Louis Rapkin

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Cut Vinyl Vehicle Graphics for Vehicle 1754	1	\$775.00	\$775.00
2	3M Scotchgard Clear Paint Protection #1754	1	\$125.00	\$125.00
Subtotal:				\$900.00
Taxes:				\$55.50
Grand Total:				\$955.50
Deposit Required:				\$477.75

Thank you for your interest in FASTSIGNS of Pleasant Hill. The following is an estimation of cost for the items you have requested from us. Please review the estimate and contact us when you are ready to move forward with the order.

PLEASE NOTE: We require a 50% deposit before design proofs can be created and payment in full before production can begin on your project. For your convenience, we have included a CC authorization form which can be completed and emailed back, or, you can call customer service anytime M-F between 9-5.

Once the order is confirmed and payment is received, our designer will send you a proof for review. The first two proofs are included, and any subsequent proofs may incur additional fees.

Please call 925-476-5163 if you have any questions or need any revisions to your project.

This estimate is good for 30 days from the date of issue.

Signature: _____ **Date:** _____

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916) 509-8577 - Desk
(530) 906-1582 - Cell

TO: **CLAYTON PD**
6000 Heritage Trail
Clayton, CA 94517
Jeremy Crone
(925) 968-5483
jeremy.crone@claytoncapolice.gov

DATE July 24, 2025
Quotation # 10114A
FAN #

Prepared by: Aidan Barnhart

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-25-23-01P

Description	AMOUNT
CLIN 4 - Blazer	\$ 44,650.00
Options (Refer to Window Sticker):	\$ -
Upgrade to 2025 ICE engine AWD 2LT	\$ (6,260.00)
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
(Order Acknowledgment Signature) (Date)	Subtotal \$ 38,390.00
	DOC Fee \$ 85.00
	Taxable Subtotal: \$ 38,475.00
	Tax Rate(Subject to change): 8.750% \$ 3,366.56
	Tire Fee: \$ 8.75
CA Tire Fee: \$1.75 / Per Tire	Fuel: \$ -
	Delivery Charge (Clayton): \$ 400.00
	Total: \$ 42,250.31
QTY 1	Grand Total \$ 42,250.31

If you have any questions concerning this quotation, contact Aidan Barnhart at (916) 509-8577 or email at
ABarnhart@knightelkgrove.com

THANK YOU FOR YOUR BUSINESS!!



Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT



Prepared by

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto Group
916-509-8577
abarnhart@knightelkgrove.com



Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Selected Model and Options
- Technical Specifications

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.



Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Dealership Information

***** IMPORTANT *****

Please review the Quote, "Window Sticker," and all included information and specifications for accuracy. If a purchase order is issued, please include a signed copy of this quote with the Window Sticker. By this quote being signed and returned by the purchasing agency, the purchasing agency acknowledges that the vehicle configuration and price are accurate.

The "Window Sticker" MSRP is for reference only and may not represent the final quoted price of the vehicle or optional equipment. Actual pricing may vary, see the Quote on page 1 for pricing.

Tax may not be included in the quote price. Purchasing agency is responsible for calculating tax. The tax rate is based on the registration address and cannot be a PO Box.

If the vehicle is going to be delivered beyond Sacramento, an additional delivery charge will be required.

Thanks!

Prepared By:

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto Group
916-509-8577
abarnhart@knightelkgrove.com

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT

Interior:Jet Black/Medium Gray, Premium Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)

Transmission, 9-speed automatic, electronically-controlled

OPTIONS

CODE	MODEL	MSRP
1NR26	[Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT	
	OPTIONS	
2LT	LT Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black/Medium Gray, Premium Cloth seat trim	\$0.00
IOS	Audio system, Chevrolet Infotainment 3 Plus system	\$0.00
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)	\$0.00
M3T	Transmission, 9-speed automatic, electronically-controlled	\$0.00
QMX	Tires, P235/65R18 all-season blackwall	\$0.00
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum	\$0.00
VK3	License plate front mounting package	
VQ2	Fleet processing option	\$0.00
YF5	Emissions, California state requirements	\$0.00

FUEL ECONOMY

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Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

Est City:22 MPG
Est Highway:27 MPG
Est Highway Cruising Range:585.90 mi

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Standard Equipment

Package	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) with Stop/Start (228 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m]) @ 1500-4000 rpm) (STD)
	Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)
	Axle, 3.47 final drive ratio
	Engine control, stop/start system
	Engine control, stop/start system override
	Engine air filtration monitor
	All-wheel drive (Included and only available with AWD models.)
	Driver Mode Selector includes Tour (FWD), Sport, All-Wheel Drive (AWD), Snow/Ice, Tow/Haul, and Off-Road
	Alternator, 170 amps (Included and only available with (LSY) 2.0L Turbo engine.)
	Hitch Guidance (Included and only available with (V92) trailering equipment.)
	Trailering equipment includes (CTT) Hitch Guidance (Available on FWD models. Standard on AWD models.)
	GVWR, 6001 lbs. (2722 kg)
	Suspension, Ride and Handling
	Brakes, 4-wheel antilock, 4-wheel disc
	Electronic parking brake
	Tool kit, road emergency
	Capless fuel fill
	Exhaust, dual-outlet with circular bright tips
Exterior	Wheels, 18" (45.7 cm) Grazen Metallic aluminum (STD)
	Tires, P235/65R18 all-season blackwall (STD)
	Wheel, spare, 18" (45.7 cm) steel
	Tire, compact spare, T135/70R18, blackwall
	Moldings, lower bodyside (Molded-in-color Black.)
	Antenna, body-color
	Grille, Blazer signature Black horizontal 4-bar with Bright Chrome header bar

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Exterior

- Active Aero Grille Shutters
- Headlamps, IntelliBeam
- Headlamps, LED
- Headlamp control, automatic on and off with automatic delay
- Taillamps, LED
- Mirrors, outside heated power-adjustable, manual-folding body-color
- Mirror caps, body-color
- Glass, deep-tinted, rear windows and liftgate
- Wipers, front variable-speed, intermittent with washers
- Wiper, rear intermittent with washer
- Liftgate, rear manual
- Door handles, body-color

Entertainment

- Audio system, Chevrolet Infotainment 3 Plus system 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
- Audio system feature, 6-speaker system
- SiriusXM with 360L Trial Subscription SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Wireless Apple CarPlay/Wireless Android Auto
- Active Noise Cancellation

Interior

- Seats, front bucket (STD)
- Seat trim, Premium Cloth
- Seating, 5-passenger
- Seats, heated driver and front passenger
- Seat adjuster, driver 8-way power

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Interior	
	Seat adjuster, front passenger 4-way manual
	Seat adjuster, power driver lumbar control
	Head restraints, front, 2-way adjustable, up/down
	Head restraints, rear outboard 2-way adjustable, up/down
	USB data ports, 2, one type-A and one type-C located within the instrument panel
	USB charging-only ports 2, one type-A and one type-C, located on rear of center console
	Floor mats, carpeted front and rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
	Steering wheel, urethane
	Steering column, manual tilt and telescoping
	Driver Information Center, 4.2" diagonal multi-color
	Vehicle health management provides advanced warning of vehicle issues
	Compass, digital
	Windows, power with driver Express-Up/Down and front passenger and rear seat passengers Express-Down
	Door locks, power programmable with lockout protection
	Keyless Open and Start includes extended range Remote Keyless Entry
	Remote Start
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, electrical, unauthorized entry
	Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger
	Sensor, cabin humidity and windshield temperature
	Defogger, rear-window electric
	Air filtration system
	Air vents, rear console
	Glovebox, lockable
	Cup holders, 2 in front center console and 2 in rear center armrest
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors covered
	Assist handles, front passenger and rear outboard with coat hooks on rear passenger assist handles
	Lighting, interior with front reading lamps, overhead courtesy lamp, dual rear-quarter panel area dome lamps, True White backlit switches, True White pin spot lighting in the bin forward of the shifter and front footwells and backlit USB ports

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

Interior	Umbrella holders, driver and front passenger doors
Safety-Mechanical	Front Pedestrian Braking (Included with Chevy Safety Assist.) StabiliTrak, stability control system with traction control Airbags, frontal and seat-mounted for driver and front passenger knee for driver, and head-curtain for front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Safety-Exterior	Daytime Running Lamps, LED
Safety-Interior	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.) OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.) HD Rear Vision Camera Lane Keep Assist with Lane Departure Warning (Included with Chevy Safety Assist.) Following Distance Indicator (Included with Chevy Safety Assist.) Automatic Emergency Braking (Included with Chevy Safety Assist.) Forward Collision Alert (Included with Chevy Safety Assist.) Rear Seat Reminder Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened Seat belts, 3-point, all positions includes front seat belt pretensioners Door locks, rear child security LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

Safety-Interior
Tire Pressure Monitor (Does not apply to spare tire.)
Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure (Does not apply to spare tire.)
Horn, dual-note

WARRANTY
Warranty Note: <<< Preliminary 2025 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

Selected Model and Options

MODEL	
CODE	MODEL
1NR26	2025 Chevrolet Blazer AWD 4dr LT w/2LT

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS	
CODE	DESCRIPTION
YF5	Emissions, California state requirements

ENGINE	
CODE	DESCRIPTION
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

TRANSMISSION

CODE	DESCRIPTION
M3T	Transmission, 9-speed automatic, electronically-controlled

AXLE

CODE	DESCRIPTION
FHB	Axle, 3.47 final drive ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
2LT	LT Preferred Equipment Group

WHEELS

CODE	DESCRIPTION
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum

TIRES

CODE	DESCRIPTION
QMX	Tires, P235/65R18 all-season blackwall

PAINT

CODE	DESCRIPTION
GAZ	Summit White

SEAT TYPE

CODE	DESCRIPTION
AR9	Seats, front bucket

SEAT TRIM

CODE	DESCRIPTION
H1T	Jet Black/Medium Gray, Premium Cloth seat trim

RADIO

CODE	DESCRIPTION
IOS	Audio system, Chevrolet Infotainment 3 Plus system

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
VK3	License plate front mounting package

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
VQ2	Fleet processing option

Options Total

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.



Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	M3T
Trans Type	9	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	3.31	Third Gear Ratio (:1)	3.01
Fourth Gear Ratio (:1)	2.44	Fifth Gear Ratio (:1)	1.92
Sixth Gear Ratio (:1)	1.44	Reverse Ratio (:1)	2.96
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.47
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Seventh Gear Ratio (:1)	1.00	Eighth Gear Ratio (:1)	0.75
Ninth Gear Ratio (:1)	0.62		

Mileage

EPA Fuel Economy Est - Hwy	27 MPG	Cruising Range - City	477.40 mi
EPA Fuel Economy Est - City	22 MPG	Fuel Economy Est-Combined	24 MPG
Cruising Range - Hwy	585.90 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	LSY	Engine Type	Turbocharged Gas I4
Displacement	2.0L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	228 @ 5000	SAE Net Torque @ RPM	258 @ 1500-4000

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	170
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Cooling System

Total Cooling System Capacity	N/A		
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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	7.4	EPA Greenhouse Gas Score	N/A
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Vehicle

EPA Classification	Sport Utility Vehicles
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Chassis

Weight Information

Base Curb Weight	4144 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	3250 lbs	Dead Weight Hitch - Max Tongue Wt.	325 lbs
Wt Distributing Hitch - Max Trailer Wt.	3250 lbs	Wt Distributing Hitch - Max Tongue Wt.	325 lbs
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	Five-Link Independent
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QMX	Rear Tire Order Code	QMX
Spare Tire Order Code	ZCD	Front Tire Size	P235/65R18
Rear Tire Size	P235/65R18	Spare Tire Size	T135/70R18

Wheels

Front Wheel Size	18 x -TBD- in	Rear Wheel Size	18 x -TBD- in
Spare Wheel Size	18 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Chassis

Steering

Steering Type	N/A	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.64 x -TBD- in
Rear Brake Rotor Diam x Thickness	12.4 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.7 gal	Aux Fuel Tank Capacity, Approx	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	107.8 ft³
Front Head Room	39.8 in	Front Leg Room	41 in
Front Shoulder Room	59.1 in	Front Hip Room	55.6 in
Second Head Room	38.6 in	Second Leg Room	39.6 in
Second Shoulder Room	58.6 in	Second Hip Room	54.2 in

Exterior Dimensions

Wheelbase	113 in	Length, Overall	191.8 in
Width, Max w/o mirrors	76.7 in	Height, Overall	67 in
Track Width, Front	66.4 in	Track Width, Rear	66.2 in
Min Ground Clearance	7.5 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
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Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	64.2 ft³	Cargo Volume to Seat 2	30.5 ft³
Cargo Volume to Seat 3	N/A		

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Sales Quote

Page: 1

701 WILLOW PASS RD STE 8 PITTSBURG, CA 94565-1803
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 55102
Document Date: 8/5/2025
Terms: Net 30
Payment Method:

Sell Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
CLAYTON, CA 94517-1249
Phone: (925) 673-7360

Ship Clayton Police Department
To: Tim Marchut
6000 HERITAGE TRL
Attention Tim Marchut
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 1656
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
Front End Equipment				
VTX9D	Whelen Vertex Super-LED Omni Directional Lighthouse DUO Red/White	1	83.95	83.95
VTX9E	Whelen Vertex Super-LED Omni Directional Lighthouse DUO Blue/White	1	83.95	83.95
SA315P	Whelen Siren Speaker 100W	1	199.99	199.99
SAK9	Whelen Speaker Bracket Universal Swivel	1	37.10	37.10
MI0001	Patrol Power Gen 1 Mini Harness	1	559.20	559.20
I	Installation Charges	6	140.00	840.00
Drivers Compartment Equipment				
NPN	BSFW598 // WHELEN WCX INNER EDGE DUO BLAZER	1	1,154.40	1,154.40
C399	Whelen Cencom Core WCX Remote Siren & Control Center	1	1,109.00	1,109.00
CCTL5	Whelen Core WCX Hand-Held Control Head	1		
	CSM - RADIO FOR INSTAL			
I	Installation Charges	10	140.00	1,400.00
Back End Equipment				
VTX9J	Whelen Vertex Super-LED Omni Directional Lighthouse DUO Red/Blue	2	83.95	167.90
I	Installation Charges	2	140.00	280.00

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total 5,915.49
Total Tax 517.62

Total: 6,433.11

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Approve and Authorize the City Manager to Execute a Maintenance Services Contract with Brightview Tree Care Services, Inc. for Tree Maintenance and Consulting Services for a not to exceed amount of \$120,000.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute a one-year Maintenance Contract with Brightview Tree Care Services, Inc. for Tree Maintenance and Consulting Services for an a not to exceed amount of \$120,000.

BACKGROUND

On June 16, 2025, the City published a Request for Proposal for Tree Care and Consultant Services. Ten companies submitted proposals prior to the July 11, 2025 deadline. The proposals were scored based on the General Qualifications, Relevant Experience, Proposed Staffing, Pricing, Proposed Approach to the delivery of services, Responsive, and References. Brightview's proposal received the highest score. The contract term is for one-year with up to two one-year extensions by mutual agreement. This contract will be managed by the Public Works Director/City Engineer.

DISCUSSION

//

FISCAL IMPACTS

The not to exceed amount is the total budgeted in FY2025-26 for tree trimming in the General Fund (Public Works and Parks Departments), Landscape and Maintenance District and Grove Park District.

CEQA

Tree maintenance activities are exempt from CEQA.

ATTACHMENTS

[Clayton Maintenance Services Agreement \(2025\) - Brightview.docx.pdf](#)

CITY OF CLAYTON
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of August, 2025 by and between the City of Clayton, a municipal corporation organized under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, CA 94517 ("City") and Brightview Tree Care Services, Inc., a Corporation with its principal place of business at 4931 Pacheco Blvd. Martinez, CA 94553 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree Care services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Tree Care Services and Consultant ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Tree Care and Consultant maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 20, 2025 to August 19, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Public Works/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby Douglas Carey, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally,

Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such

requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for

violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Privacy/Network Security (Cyber)*, in a form and with insurance companies acceptable to City. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 MINIMUM; and \$4,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM per accident for bodily injury or disease; (4) *Cyber Liability*: \$1,000,000 PER OCCURRENCE/AGGREGATE; for privacy breaches, system breaches, denial/loss of service, and introduction, implantation or spread of malicious software code. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or

endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional

insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Reserved.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records

shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred Twenty Thousand Dollars (\$120,000) without written approval of City's Public Works Director/City Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect

at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may, by written notice to City, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to City of such termination, and specifying the effective date thereof, at least one hundred and twenty (120) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Douglas Carey
Branch Manager
4931 Pacheco Blvd Martinez, CA 94553
Phone: (510) 387-4083
Email: Douglas.Carey@brightview.com

City:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Public Works Director/City Engineer

With Copy To:
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all third-party claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") to the extent caused by the acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for

damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors

of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Compliance Certification form is attached hereto to this Agreement as Exhibit "D" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND BRIGHTVIEW TREE CARE SERVICES, INC.**

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

CITY OF CLAYTON

BRIGHTVIEW TREE CARE SERVICES, INC.

APPROVED BY:

By: _____

KRIS LOFTHUS,
City Manager

Its: _____

Printed Name: _____

ATTESTED BY:

By: _____

SKYLER AITKEN,
Acting City Clerk

Its: _____

Printed Name: _____

Contractor's License Number

DIR Registration Number

EXHIBIT A

SCOPE OF SERVICES

The city requires highly qualified tree care and arborist service providers to perform preventative maintenance and as needed emergency hazard mitigation limb and tree removal services (individually and collectively, "services") for city-owned street, park and other city facility trees.

The selected contractor will provide any or all of the following services:

- Tree pruning – Pruning of city-owned trees in accordance with city standards.
- Tree removal - Removal of city-owned trees in accordance with city standards.
- Stump grinding and removal - Removal and/or grinding of tree stumps as necessary, and in accordance with city standards.
- Emergency callouts - As directed by the public works director/city engineer or public safety officials, respond to emergency requests for tree services after normal business hours for property or life safety purposes
- Create a tree inventory management program and enter tree maintenance data - Create a tree inventory management database such as Arbor Access or an approved alternate tree inventory management software program. Provide the city with a GIS compatible tree inventory dataset. Daily while working in the city, or on a schedule to be determined by the public works director/city engineer, provide Tree-specific updates on all tree-related maintenance activities.
- Tree inventory data collection at new sites - On a quarterly basis, collect and provide specific data on trees at new sites for the city's tree inventory. Enter data into tree inventory management software.
- Recycling of wood debris - Provide a woodchipper which produces high quality wood chip mulch which can be recycled and used as planter mulch. City to provide sites for mulch delivery or centralized stockpile location.
- Hauling and disposal of all wood debris - Provide proper hauling and disposal.

EXHIBIT B

SCHEDULE OF SERVICES

To be determined on a quarterly basis in discussions between the Public Works Director/City Engineer and Brightview.

EXHIBIT C
COMPENSATION

Prevailing wage rates applied

Crew hourly rates are for a crew lead/trimmer and a grounds person

Item No.	Estimated Quantity	Type of Service Location	Unit Price	Total Price
1	52	Daily crew rate (fully burdened) for tree maintenance, including pruning, chipping & hauling (e.g. crown raising, weight reduction, etc.)	\$ 1,920.00	\$ 99,840.00
2	8	Daily crew rate (fully burdened) for tree removal maintenance, including chipping, stump grinding & hauling	\$ 2,250.00	\$ 15,360.00
3	NA	Hourly rate for a consulting arborist	\$ 250.00	
4	NA	Hourly rate to create a citywide Tree Inventory Management System	\$ 200.00	
5		Hourly crew rate for scheduled (M-F, 8AM to 5PM) Tree Hazard Mitigation Any location citywide	\$ 240.00	
6		Hourly crew rate for emergency (after-hours) Tree Hazard Mitigation Any location citywide.	\$ 360.00	
7		Standard material mark-up for Scheduled/Emergency Maintenance or Repair Services	10 %	



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Approve and Authorize the City Manager to Execute a Maintenance Services Contract with S2SERM, LLC for Weed Prevention and Abatement Services for a not to exceed amount of \$120,000.

RECOMMENDATION

Authorize the City Manager to Execute a Maintenance Services Contract with S2SERM, LLC for Weed Prevention and Abatement Services for a not to exceed amount of \$120,000.

BACKGROUND

On June 19, 2025, the City published a Request for Proposal for Weed Prevention and Abatement Services. Ten companies submitted proposals prior to the July 11, 2025 deadline. The proposals were scored based on the General Qualifications, Relevant Experience, Proposed Staffing, Pricing, Proposed Approach to the delivery of services, Responsive, and References. S2SERM's proposal received the highest score. The contract term is for one-year with up to two one-year extensions by mutual agreement. This contract will be managed by the Public Works Director/City Engineer.

FISCAL IMPACTS

The not to exceed amount is the total budgeted in FY2025-26 for weed prevention and abatement in the Landscape and Maintenance District, Diablo Estates Assessment District and Diablo Meadows Subdivision Assessment District (Fund 233.)

CEQA

Weed prevention and abatement activities are exempt from CEQA.

ATTACHMENTS

[Clayton_Weed_Maintenance_Services_Agreement_\(2025\)_-_S2SERM,_LLC.pdf](#)

CITY OF CLAYTON
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of August, 2025 by and between the City of Clayton, a municipal corporation organized under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, CA 94517 ("City") and S2SERM, LLC, a Limited Liability Company with its principal place of business at 2246 Camino Ramon, San Ramon, CA 94583 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Weed Prevention and Abatement services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Weed Prevention and Abatement services("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Weed Prevention and Abatement services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 20, 2025 to August 19, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Public Works/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby Brian Frantz, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally,

Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such

requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for

violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Privacy/Network Security (Cyber)*, in a form and with insurance companies acceptable to City. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 MINIMUM; and \$4,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM per accident for bodily injury or disease; (4) *Cyber Liability*: \$1,000,000 PER OCCURRENCE/AGGREGATE; for privacy breaches, system breaches, denial/loss of service, and introduction, implantation or spread of malicious software code. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or

endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional

insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Reserved.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records

shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred Twenty Thousand Dollars (\$120,000) without written approval of City's Public Works Director/City Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect

at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

S2SERM, LLC
Brian Frantz, CEO
2246 Camino Ramon
San Ramon, CA 94583
Phone: (925) 362-3041
Email: brian.frantz@s2serm.com

City:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Public Works Director/City Engineer

With Copy To:
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is

caused by the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its

officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Compliance Certification form is attached hereto to this Agreement as Exhibit "D" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND S2SERM, LLC**

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

CITY OF CLAYTON

S2SERM, LLC

APPROVED BY:

By: _____

Signed by:
Brian Frantz
F0419E29236141A

**KRIS LOFTHUS,
City Manager**

Its: Chief Executive Officer

Printed Name:

Brian Frantz

ATTESTED BY:

By: _____

**SKYLER AITKEN,
Acting City Clerk**

Its: _____

Printed Name: _____

102111

Contractor's License Number

1000024221

DIR Registration Number

EXHIBIT A

SCOPE OF SERVICES

S2S shall perform the full range of tasks outlined in the City's RFP Draft Scope of Services for the **Weed Abatement Project**, with additional enhancements to maximize efficiency, minimize disruption to the public, and ensure regulatory compliance. The Scope of Services includes the following key components:

1. Vegetation Management and Weed Abatement

- a. Mechanical removal of weeds, grasses, and brush using hand tools, string trimmers, and walk-behind brush mowers in compliance with fire safety standards.
- b. Targeted herbicide application, where necessary, by licensed applicators in accordance with California Department of Pesticide Regulation guidelines.
- c. Vegetation clearance around structures, roadways, and public areas, while maintaining erosion control and habitat preservation.

2. Fire Prevention and Risk Mitigation

- a. Prioritization of high-risk fire areas, including wildland-urban interface zones and hillsides with dense fuel loads.
- b. Removal of dead vegetation, ladder fuels, and fire hazards in accordance with Cal Fire defensible space requirements.
- c. Installation of erosion control BMPs (e.g., fiber rolls, mulch, and jute netting) where vegetation removal may expose soil.

3. Public Area and Right-of-Way Work

- a. Weed abatement around public buildings, schools, parks, and sidewalks with sensitivity to foot traffic and public access.
- b. Weekend or early morning work hours near schools or community gathering locations to reduce disruption.
- c. Use of bilingual signage and door hangers to notify residents in advance.

4. Site Inspection, Monitoring, and Documentation

- a. Initial and follow-up site assessments by qualified personnel to guide timing and extent of abatement efforts.
- b. Photo documentation (before, during, and after) geo-tagged and archived for City recordkeeping and transparency.
- c. Regular reporting to City staff with updates on schedule, scope, and emergent issues.

5. Waste Handling and Disposal

- a. Vegetative debris will be collected, chipped, or hauled to a permitted green waste facility. No material will be stockpiled on-site.

EXHIBIT B

SCHEDULE OF SERVICES

To be determined on a quarterly basis in discussions between the Public Works Director/City Engineer and Brightview.

EXHIBIT C
COMPENSATION

Prevailing wage rates applied

Crew hourly rates are for a crew lead/trimmer and a grounds person

Item No.	Estimated Quantity	Type of Service Location	Unit Price	Total Price
1	320	Daily crew rate (fully burdened) for seasonal weed abatement as described in Attachment B, Section 1	\$ <u>155</u>	\$ <u>49,600</u>
2	270	Daily crew rate (fully burdened) for year-round weed and invasive plant species abatement as described in Attachment B, Section 2	\$ <u>145</u>	\$ <u>39,150</u>
3	78	Daily crew rate (fully burdened) for weed prevention activities Attachment B, Section 3	\$ <u>125</u>	\$ <u>9,750</u>
4		Hourly crew rate for emergency (after-hours) fuel reduction call outs Any location citywide	\$ <u>185</u>	
5		Standard material mark-up for Weed Abatement or Prevention Supplies	<u>10</u> %	

Total Price: \$98,000



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Approve and Authorize the City Manager to Execute the Professional Services Contract with R3 for SB 1823 Implementation, Public Contracting Code Section 12209, as updated and Cal Recycle Grant Management.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute the Contract with R3 for SB 1823 Implementation, Public Contracting Code Section 12209, as updated and Cal Recycle Grant Management.

BACKGROUND

The contractor, R3 Consulting Group, Inc., has supported the efforts of the City to implement the Edible Food Recovery program, provided compliance recordkeeping and reporting services for SB 1383, evaluated procurement options for recovered organic waste to support compost procurement requirements and technical assistance for City staff. The contract for \$29,500 is paid for by State grant funds which the City has already received. The contract will expire in April 2026 when these grant funds expire, and a final report is due to Cal Recycle.

Council is being asked to approve this contract since the previous contract expired and the aggregate payments made to the contractor exceed the \$30,000 signature authority for the City Manager.

FISCAL IMPACTS

This contract is funded by a grant from CalRecycle.

CEQA

The services provided by this contract are administrative in nature and are exempt from CEQA.

ATTACHMENTS

[PSA_-_R3_Consulting_07_31_2025_final.pdf](#)

CITY OF CLAYTON PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of August 19, 2025 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and R3 Consulting Group, Inc., A California corporation, with its principal place of business at 1504 Eureka Road, Suite 220, Roseville, CA 95661 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

- SB 1823 Implementation,
- Public Contracting Code Section 12209 as updated, and
- Cal Recycle Grant Management including compliance reporting (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$29,500. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for the work performed will be made on a monthly billing basis.

3. Additional Work.

If a change in the work seems merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from August 20, 2025, to March 31, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

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

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

14. Verification of Employment Eligibility.

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

15. Reserved.

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Clayton
6000 Heritage Trail

CONSULTANT:
Rose Radford, Project Manager
415 13th Street Ste. 450

Clayton, CA 94517

Oakland, CA 94612

Attn: Dennis Bozanich, Administration

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND R3 CONSULTING GROUP, INC.**

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

CITY OF CLAYTON

R3 Consulting Group, Inc.

By: _____
Kris Lofthus
City Manager

By:  _____
Janet Barile
Vice President

DATE: _____

DATE: 7/31/2025

ATTEST:

By: _____
Skyler Aitken
Acting City Clerk

EXHIBIT A

Scope of Services

Task 1 Edible Food Recovery Program

R3 proposes to complete the following in support of the City's Edible Food Recovery program:

Coordinate collateral distribution (collateral provided by the County), including annual mailers to be distributed by Republic to Tier 1 & 2 edible food generators to meet the annual notification requirements of the law. Support on responding to the County's questions about capacity, if applicable. Outreach to food recovery organizations and generators as needed and appropriate. Development of draft language for the City's website. This proposal assumes Republic has already accurately identified Tier 1 and 2 generators, as defined by SB 1383, in the City.

Task 2 Recordkeeping and Reporting

R3 will assist the City in the development of the City's internal recordkeeping program for compliance with the SB 1383 Implementation Record requirements. If the City chooses to use Recyclist or another implementation record software for recordkeeping and reporting, R3 will engage with Republic on logistics and assist the City with onboarding staff responsible for recordkeeping.

R3 will also assist the City in submitting all necessary grant reports and prepare documents for City staff signatures. R3 will coordinate with Republic Services on some of the planned grant expenditures, such as purchase of recycling and organics containers for public spaces, and assist the City in expending all grant funds on eligible programs.

Task 3 Procurement

R3 will evaluate procurement pathways on the City's behalf for Recovered Organic Waste Product Procurement via use of direct service providers to support carbon sequestration and allocation of Republic-sold compost and mulch to the City. New state laws AB 2902 and AB 2346 have changed strategies for procurement compliance; also, grant funding will likely not be available after this current round of funding, so Clayton will need to have a new strategy for compost product procurement compliance.

R3 will also facilitate training for City staff as needed on recycled content paper procurement requirements & recordkeeping, after a recordkeeping platform is identified via Task 2.

Task 4 On-Call and Miscellaneous Support

R3 will provide an average of four hours of additional on-call support, on an as-needed basis and as requested by the City, per month. This may include:

Assistance to the City on adjusting existing complaint portals to meet the law's requirements. Reviewing Republic updates to its Annual Service Guide and quarterly newsletters to ensure that the public education provided facilitates full compliance with the outreach and education requirements of SB 1383.

Assisting the City in managing key SB 1383 programs covered under its contract with Republic to facilitate the City's oversight over Republic's activities.

EXHIBIT B

Schedule of Charges/Payments

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

EXHIBIT C
Activity Schedule

R3 proposes to complete all items in our scope of work by March 31, 2026.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken

DATE: August 19, 2025

SUBJECT: Unsung Hero - Sarah Brinkman

BACKGROUND

Recognize contributions from Sarah Brinkman from the month of July

FISCAL IMPACTS

N/A

ATTACHMENTS

[Sarah Brinkman - Unsung Hero - July 2025.pdf](#)

Sarah Brinkman – Unsung Hero – July 2025

Sarah Brinkman grew up in Danville and moved to the Clayton Area in 2018 with her husband Alex. Her daughters, Ellie and Katie attended Clayton Children's Center and are current students at Mt. Diablo Elementary entering 1st and 2nd grade.

In 2016, Sarah purchased Clayton Valley Dance Academy after being a teacher at the studio since 2011. Sarah started dancing at the age of 3, training throughout the Bay Area as a member of multiple competition groups. She continued her dance training while attending California State University, Long Beach and participated in various performances, awards shows and events in the Greater Los Angeles Area. Sarah taught dance at studios in Orange County, Seattle and the East Bay before Clayton Valley Dance Academy.

When she is not teaching dance, Sarah is a founder and the Head Coach of the Clayton Valley Charter High School Dance Team. She is also the Vice President of Events for the Mt. Diablo Elementary Parent-Faculty Club, Treasurer for Girl Scout Troop #31657 and recently volunteered to become Clayton's 4th of July Parade Chair, which she did an outstanding job of doing last month and has already agreed to Chair the 4th of July parade again next year.

Sarah enjoys hiking the foothills of Mt. Diablo and spends a lot of time with her dog, cat and 7 chickens. Rumor has it, she may also be the Mt. Diablo Elementary School mascot, but she cannot confirm or deny that.

She loves being involved in the Clayton Community and participating in all the events and celebrations. It is important for her to be involved in creating a welcoming community for all ages and teaching her daughters the importance of volunteering and giving back.

Thank you, Sarah for all you do for our community and for being such a great volunteer to work with this year! Congratulations on being our July Unsung Hero of the Month!



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Mayor of the Day Presentation

BACKGROUND

//

FISCAL IMPACTS

//



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Receive a Report on the Status of the Climatec Project

BACKGROUND

//

FISCAL IMPACTS

No expected additional expenses as this project near completion. Some reimbursement of expenses from the State are expected.

ATTACHMENTS

[City of Clayton Council Update 8-19-2025.pdf](#)



Comprehensive Infrastructure Renewal and General Fund Savings Program

Council Update | August 19, 2025



FINANCIAL SUMMARY

Infrastructure Improvements
\$2,049,083

Lifecycle Savings
\$4,735,375

Funding Sources

- American Rescue Plan Act (ARPA)
- CEC 1% ECAA Loan
- Tax Exempt Lease Purchase (TELP)

ANNUAL SUSTAINABILITY BENEFITS



91
Cars removed from the roadway



82
Clayton homes powered

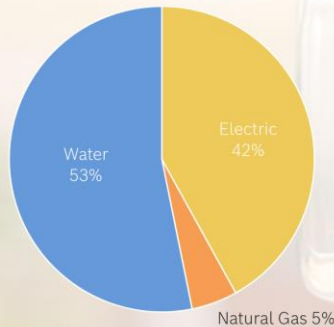


7,034
Trees preserved from deforestation



47,868
Gallons of gasoline saved

ANNUAL UTILITY SUMMARY



TOTAL ANNUAL UTILITY SPEND
\$689,343

July 2021 – June 2022

Utility	Annual Spend
Electric	\$289,204
Natural Gas	\$33,498
Water	\$366,641

Clayton's green plan includes charging stations, solar upgrades

By Vince Martellacci 7 months ago

PROGRAM BENEFITS



\$2.1 million in green upgrades will pay off with utility savings, lower maintenance costs and less pressure on staff. (Climatec)

CLAYTON, CA (Sept. 15, 2023) — Using a major infusion of cash for green projects, the City Council awarded \$2.1 million to Climatec to fund transformational work.

SCOPE OF WORK REFRESHER

Lighting

- New LED Street Lighting (City Owned Street Lights) Citywide
- New Interior LED Lighting at 6 Sites
- New Exterior LED Lighting at 5 Sites
- New Exterior Building/ Pathway LED Lighting at Grove Park
- New Occupancy Sensors at 2 Sites

Water Conservation

- Perform Water Utility/ Rate Study Citywide
- Smart, Weather-Based Irrigation Control System at 2 Sites
- New Master Valve/ Flow Meter at Clayton Community Park

Heating & Cooling

- New High Efficiency HVAC Unit at 2 Sites
- New High Efficiency Furnace at City Maintenance Facility
- New High Efficiency Fan Coil Unit at Library

Building Automation Systems (BAS)

- New JCI BAS at 2 Sites
- Software Modification, Reprogram, & Training at City Hall

Renewable Energy

- Solar PV Parking Shade Structure
- New Level III Electric Vehicle (EV) Charging Stations at Library

PROGRAM UPDATE

1 - PRE-CONSTRUCTION

- Competitive Selection process
- NEM 2.0 Submission & Approval
- CEC 1% Loan Submission & Approval
- Utility Baseline Development & Analysis
- Engineering Site Walks & Design
- Ad Hoc Committee Engagement
- C3 kickoff

3 - POST-CONSTRUCTION

- PG&E PTO
- EV Charging Training
- IRA Support
- C3: Flip the Switch Event

2- CONSTRUCTION

Building Lighting
Street Lighting
Irrigation Controllers
Irrigation Study
Water Study
Heating & Cooling (HVAC)
Building Automation System
Solar PV
EV Charging

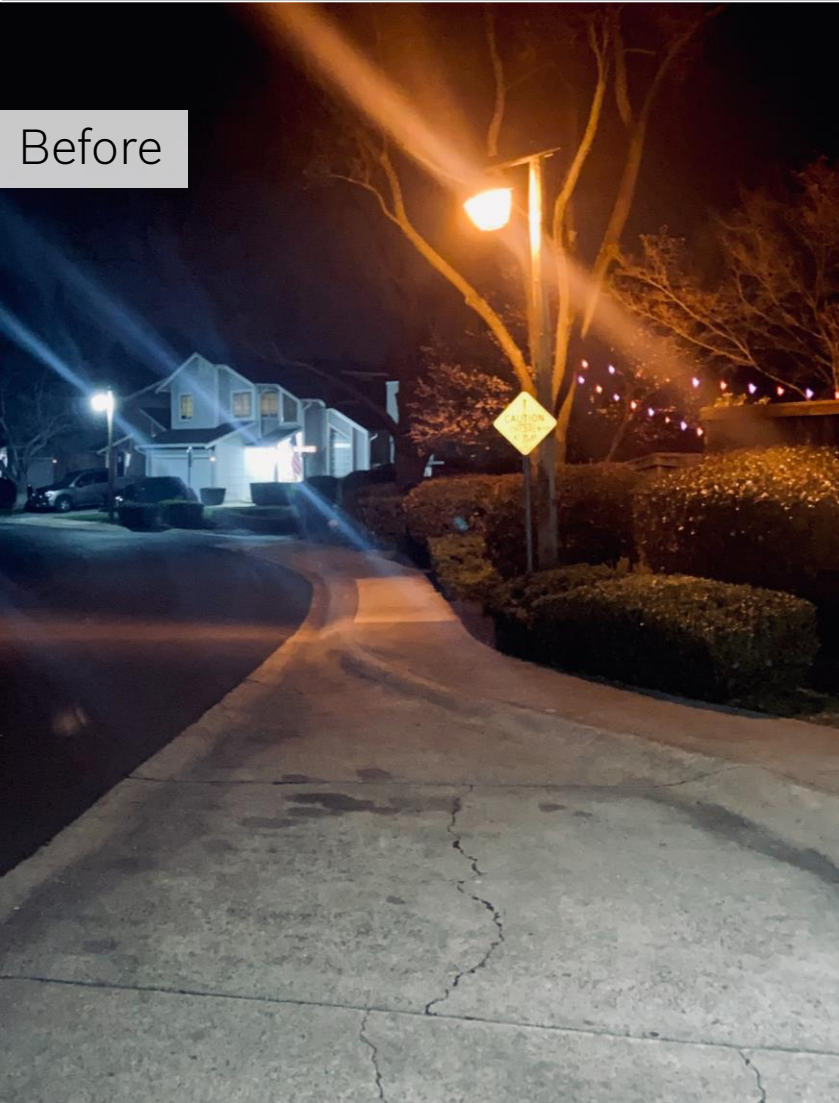
Complete
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August 2025
August 2025



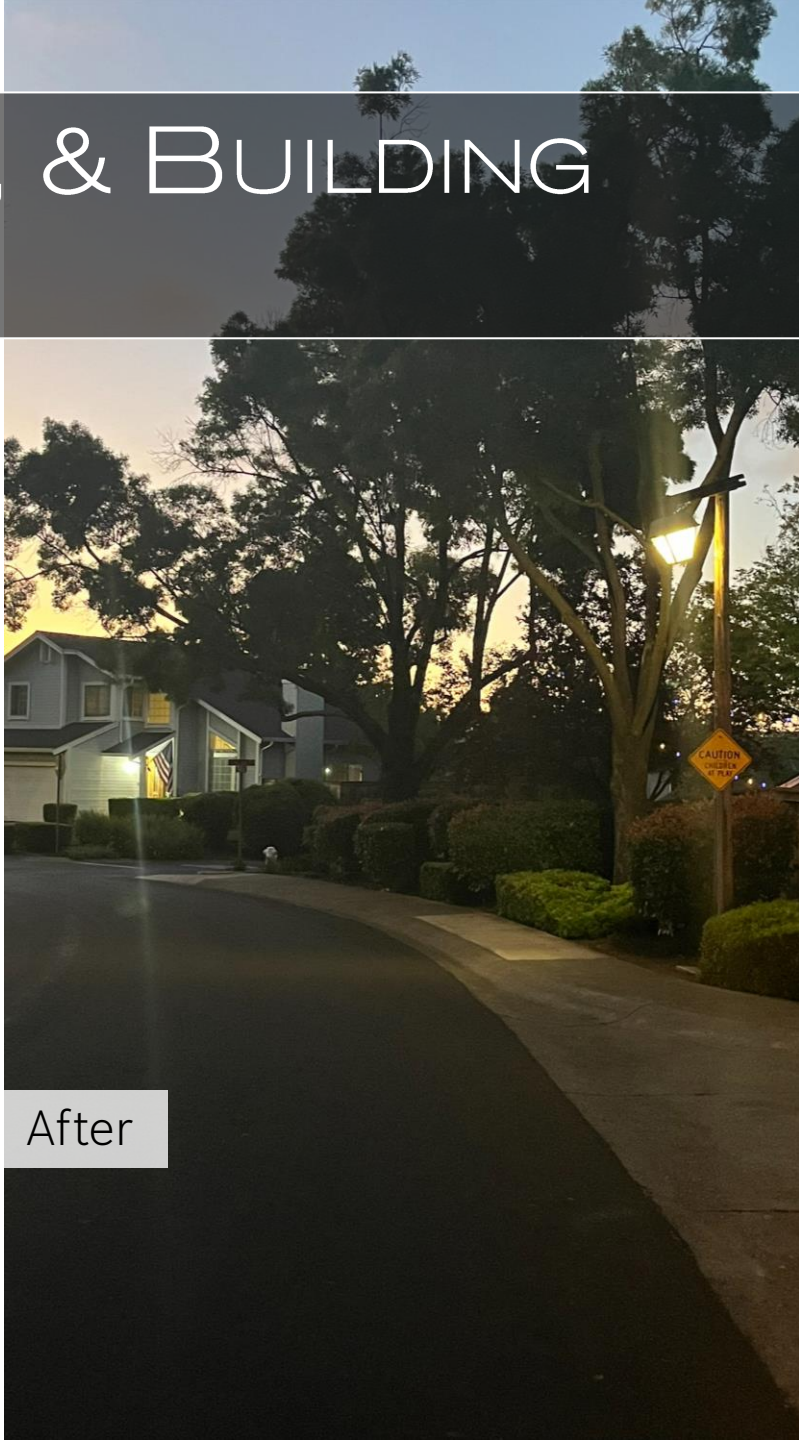
RENEWED INFRASTRUCTURE



STREET, PATHWAY, & BUILDING LIGHTING



Before



After



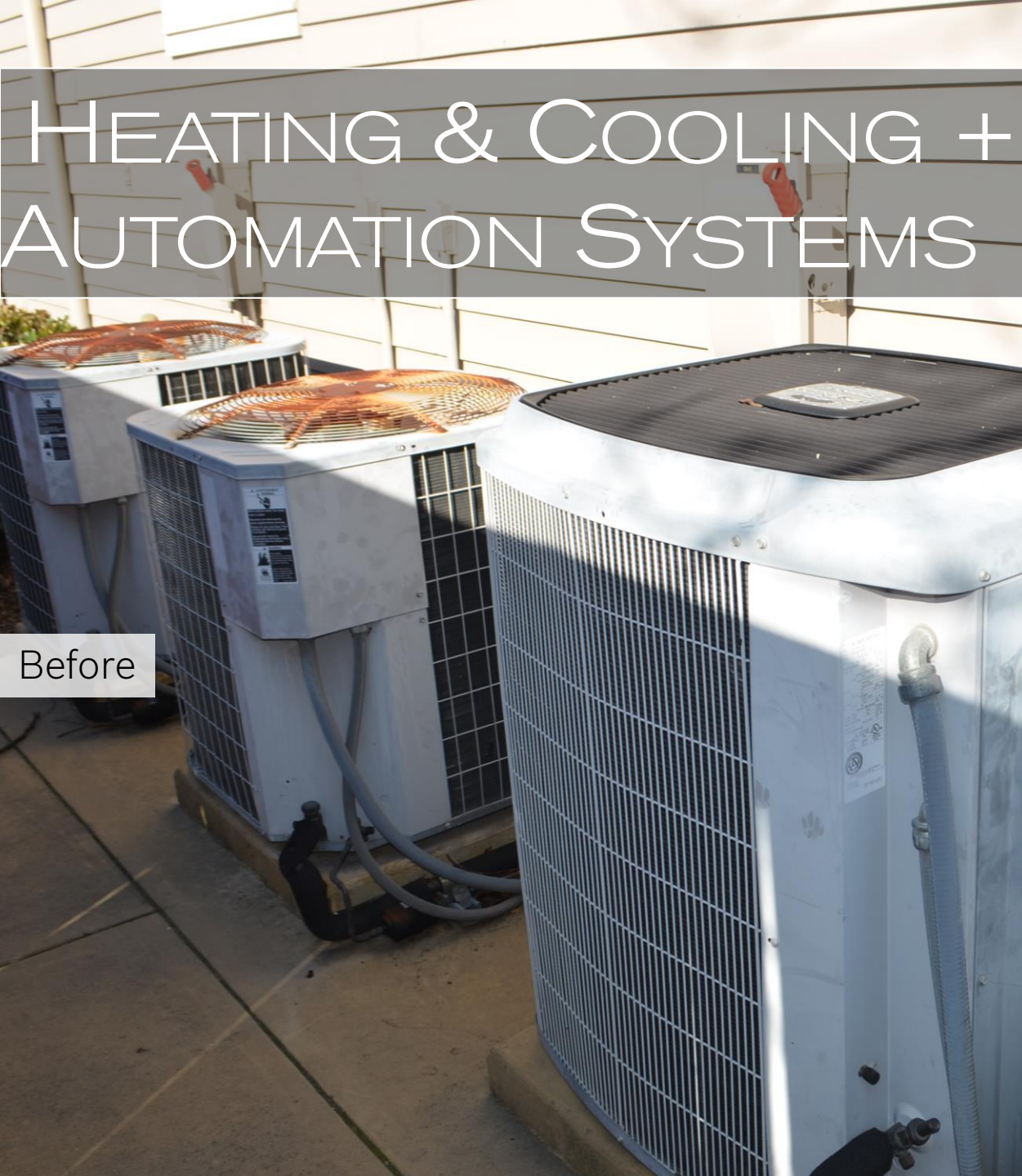
New



Old

HEATING & COOLING + BUILDING AUTOMATION SYSTEMS

Before



After

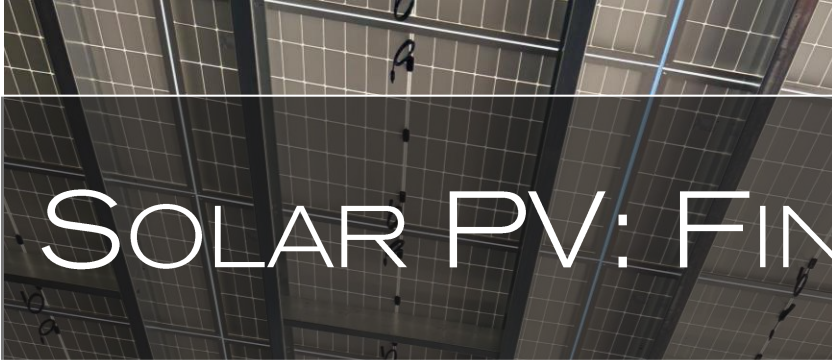


EV CHARGING: FINAL STAGES



SOLAR PV: FINAL STAGES





INFLATION REDUCTION ACT (IRA)

Approx. Funding	Category	Notes / Requirements
Base Grant 30% + Additional 10% Bonus + Additional 10% Bonus + Additional 10% Bonus	Solar/ Renewable Energy + Energy Storage & Integrated Controls	– Solar eligible if constructed between 2022-2032 – Once solar is online, public agencies may apply thru IRS portal for “Direct Pay” incentives to reimburse solar investments – Components produced/manufactured in the US – Low Income Communities (commercial) – Same % tier is applicable to energy storage technologies. – Classified as an "energy community"
30% Incentive	Electric Vehicle (EV) Charging Systems & Infrastructure	– Maximum incentive \$100,000 per charger – Must be in eligible census tract

IRA Reimbursement Projection: \$300,000

IRA PROCESS

Pre-Register
(Now)



Engage FA
or Tax
Attorney
(Soon)



Receive
Permission
to Operate
(PTO)
From PG&E



File

NEXT STEPS

Complete Solar PV &
EV Charging
August 2025

IRA
(Post PTO)

Receive PTO*
(PG&E Dependent)

Flip the Switch Event
(Post PTO)

*Permission to Operate (PTO)



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: City Manager's Report



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken

DATE: August 19, 2025

SUBJECT: City Council Report

RECOMMENDATION

Receive report on councilmember activities since the last meeting.

Councilmember Diaz:

- July 16 Produced / Attended Final Clayton Classic Car Show
- July 17 Attended County Connection Board Meeting:
 - Recognized Retiring Board Member Dave Hudson,
 - Appointed Board Nominating Committee,
 - Appointed At-Large Member to Advisory Committee
 - Re-Appointed Two Advisory Member to the Advisory Committee, Received Board Committee Reports:
 - Administrative & Finance
 - Marketing, Planning & Legislative
 - Operations & Scheduling
- July 22 Attended City Council "Good Governance" Special Meeting
- July 24 Attended Pittsburg Car Show
- July 26 Concert Set-Up, Production, Emceed Take Down Concert In The Grove - Camp Jeff Band
- July 28 Attended Clayton "Special Events Committee Meeting
- July 29 Attended City Special Planning Meeting
- July 30 Produced I Attended Final 2025 Clayton Classic Car Show
- July 31 Attended Celebration of Life for Emilia Olsen
- August 3 Attended Celebration of Life for Sonja Wilkin
- August 5
 - Attended meeting with new Clayton Police Chief
 - Attended Clayton National Night Out
- August 7 Attended Mayor's Conference -Antioch
- August 9 Concert Set-Up, Production, Emceed Take Down Concert In The Grove -The Sun Kings
- August 13 Attended American Legion Post 202 Meeting Brentwood

Councilmember Enea:

- Attended concerts in the park
- Attended Clayton Car show
- Attended CBCA, gave council report
- Attended national night out
- Attended Mayor's conference/dinner in Antioch

Councilmember Tillman:

- July 10 Mayors Conference - Brentwood
- July 14 Keller Ridge Firewise meeting
- July 22 Governance training
- August 4 Clayton Pride Bocce tournament meeting
- August 5 National Night Out - Thank you to Chief Crone and the police department for putting on a nice event. All of the residents I spoke to liked the tour and having the event centralized downtown.
- August 7 Mayors Conference Antioch
- Throughout the past 6 weeks- Discussions with residents regarding Firewise, Trails and Landscape Committee, maintenance, staffing issues, sidewalk and road safety, and overall public safety issues.

Vice Mayor Wan:

- Attended the Budget and Audit Committee meeting
- Met and discussed issues with residents and City staff

Mayor Trupiano:

- Weekly one one-on-one with City Manager, Kris Lofthus
- July 16 4th of July parade post-event meeting/planning for 2026 with Janessa Torres and Sarah Brinkman, City Hall
- July 22 Special Meeting, Good Governance Training, Hoyer Hall
- July 24 Meeting with City Manager and President CBCA to talk about Holidays in the Grove and other projects, City Hall
- July 26 Concerts in the Grove, Camp Jeff Band
- July 28 City Sponsored Special Events, update on current events for summer and planning for Hispanic Heritage Day event, September 20th, Hoyer Hall
- July 30 Classic Car Show, downtown Clayton, great turnout
- July 31
 - Service for Clayton resident, Amelia Olson, St. Bonaventure
 - Installation Dinner, East Bay Leadership Council, Pleasant Hill Community Center
- August 3 Celebration of Life for Sonja Wilkin, founder of Clayton Valley Village, Endeavor Hall
- August 5
 - Grand Reopening and Modernization of Mt. Diablo Elementary School
 - National Night Out at City Hall, great job by everyone, especially Chief Crone on the grill!
- August 6 Meeting with the Library Refresh Working Group, City Manager, County Library staff, City Hall
- August 7 Mayor's Conference, City of Antioch, presentation by Congressman DeSaulnier

- and State Senator Tim Grayson
- August 9 Concerts in the Grove, The Sun Kings
- August 11
 - Historic walking tour of downtown Clayton, hosted by Clayton Valley Village and Clayton Historical Society
 - Budget & Audit committee meeting, Hoyer Hall

BACKGROUND

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

FISCAL IMPACTS

N/A



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: Approve a resolution of the city council of the city of clayton authorizing revision to city's housing element update by allowing an additional attached accessory dwelling unit to the approved housing program

BACKGROUND

The Planning Commission met on Tuesday, August 12, 2025 and passed their version of this resolution 4-1. See attached staff report.

FISCAL IMPACTS

None.

ATTACHMENTS

[HEU 081925_Staff Report.pdf](#)

[Attachment A - HEU 081925_Reso.pdf](#)

[Attachment B - HEU 081225_Reso_PlanningCommission.pdf](#)



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Farhad Mortazavi, APA
Interim Community Development Director

DATE: August 19, 2025

**APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLAYTON AUTHORIZING REVISION TO CITY'S HOUSING ELEMENT UPDATE
BY ALLOWING AN ADDITIONAL ATTACHED ACCESSORY DWELLING UNIT
TO THE APPROVED HOUSING PROGRAM**

RECOMMENDATION

That the City Council conduct the Public Hearing, accept written and spoken testimony, close the public hearing and adopt the attached Resolution authorizing revision to City's Housing Element Update by allowing an additional attached Accessory Dwelling Unit to the approved Housing Program.

BACKGROUND

On January 17, 2023, the Clayton City Council adopted the Housing Element Update (HEU) for the 6th Housing Cycle, approved in December 2022. Following the public hearing, the City Council adopted Resolution No. 06-2023 certifying the Final Environmental Impact Report (EIR) prepared for the project and adopting the update to the Housing Element and the associated Land Use Element and Land Use Diagram amendments. City Council Resolution No. 06-2023 (as well as the Planning Commission Resolution No. 04-2022) recommending adoption of the General Plan amendments.

At its January 16, 2024, meeting, the City Council adopted amendments to Clayton Municipal Code Title 17 (Zoning) to implement certain adopted Housing Element policies. The HEU and zoning amendments were forwarded to the State Housing and Community Development Agency (HCD) for certification process by the Agency. The correspondence between the City and HCD has been onward for that certification, resulting in HCD's requirement for the subject amendment. Subsequently, HCD requires the City to allow one more unit beyond what State law requires for ADUs; mandated by California Senate Bill 9 (SB-9).

The HEU process and its approval included the requirements mandated by SB9, approved and signed by the governor on September 16, 2021. SB9 allows the subdivision of a parcel in a single-family zone into two parcels, with ministerial approval of housing development of two primary units in a single-family zone. SB 9 facilitates the creation of up to four (4) housing units in the lot area - typically used for one single-family home - by providing two additional Accessory Dwelling Units (ADU) on each lot (units created through SB 9 may not be used for short-term rentals of less than 30 days). The new ADU program that HCD has agreed upon will allow one additional ADU to what is allowed under SB9.

City's Ordinance 499, established in 2023 and after the approval of City's Housing Element Update and the required Zoning Amendment, indicates City's Development Standards that applies for ADUs and JADUs. Relevant excerpt provided below from Clayton Municipal Code Section 17.47.060:

Maximum Size.

1. The maximum size of a detached or attached ADU subject to this section is one thousand two hundred (1,200) square feet.
2. An attached ADU that is created on a lot with an existing primary dwelling is further limited to fifty (50%) percent of the floor area of the existing primary dwelling.
3. Application of other development standards in this Section 17.47.060, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in Subsection 17.47.060A.2 or of an FAR, lot coverage limit, minimum front yard setback or open-space requirement may require the ADU to be less than eight hundred (800) square feet.

Setbacks.

1. An ADU that is subject to this section must conform to the following minimum front-yard setbacks, subject to Subsection 17.47.060A.3:
 - a. R-10, R-12, R-15 and All Multiple Family Residential Districts: twenty (20) feet.
 - b. R-20 District: twenty-five (25) feet.
 - c. R-40 and R-40-H Districts: forty (40) feet.
2. An ADU that is subject to this section must conform to minimum four (4) foot side- and rear-yard setbacks.
3. No setback is required for an ADU that is subject to this section if the ADU is constructed in the same location and to the same dimensions as an existing structure.

Lot Coverage.

Subject to Subsection 17.47.060A.3, no ADU subject to this section may cause the total lot coverage of the lot to exceed either:

1. Fifty (50%) percent on a lot with an area less than fifteen thousand (15,000) square feet; or
2. Thirty-five (35%) percent on a lot with an area of fifteen thousand (15,000) or more square feet.

Minimum Open Space.

1. No ADU subject to this section may cause the total percentage of open space of the lot to fall below thirty-five (35%) percent, subject to Subsection 17.47.060A.3.

Parking.

1. Generally. One (1) off-street parking space is required for each ADU. Parking space may be provided in setback areas or as tandem parking, as defined by Subsection 17.47.020K.
2. Exceptions. No parking under Subsection 17.47.060G.1 is required in the following situations:
 - a. The ADU is located within one-half ($\frac{1}{2}$) mile walking distance of public transit, as defined in Subsection 17.47.020J.
 - b. The ADU is located within an architecturally and historically significant historic district.
 - c. The ADU is part of the proposed or existing primary residence or an accessory structure under Subsection 17.47.040A.
 - d. When on-street parking permits are required but not offered to the occupant of the ADU.
 - e. When there is an established car share vehicle stop located within one (1) block of the ADU.
 - f. For an ADU constructed as an efficiency unit as defined by Section 17958.1 of the California Health and Safety Code.
 - g. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot; provided, that the ADU or the lot satisfies any other criteria listed in Subsections 17.47.060G.2.a - f.
3. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street

parking spaces within the garage, carport, or covered parking structure are not required to be replaced.

DISCUSSION

The City Council adopted the Housing Element on January 17, 2022, within the statutory deadline. After adoption, the City submitted the element to HCD for certification. HCD had many comments and staff followed up, providing all the efforts the City provided to meet HCD's requests.

Staff has resolved all issues with HCD except "mobility," meaning the ability of lower-resourced households to find affordable housing in any of City's neighborhoods - not just those zoned for higher-density housing. Staff submitted the additional ADU proposal to HCD in June 2025, to satisfy that requirement, and the state agency indicated that propose amendment would satisfy the mobility issue. On August 12, 2025, staff presented the revision of the HEU to Clayton Planning Commission, and the commissioners recommended that the City Council review and approve the revision to City's HEU (Planning Commission Resolution, Attachment B). So, the final revision to Program B1 of the HEU - Accessory Dwelling Units - includes the following bullet points, with the second one representing an additional effort presented to satisfy HCD's requirement for the subsequent certification of City's Housing Element Update:

- Under State Law, a property owner can develop a JADU, detached or attached ADU, and convert an existing space into an ADU, providing up to four units per lot. This final revision to Program B1 of the approved HEU (will include provisions in the Zoning Code) is to allow for the establishment of an additional attached ADU of any size within the footprint/building walls of an existing single-family unit. Such ADU shall require only the issuance of a building permit. Under this program, a property owner could potentially get five units on a lot. This program will include incentives and be designed to facilitate this type of development. Amendments to the Zoning Code to allow for this additional ADU will be accomplished by the end of 2026.

- The City will establish an in-lieu fee program, and will provide the option of having these funds made available to property owners, as a grant or loan, if they agree to construct an income-restricted ADU - with the period of restriction extending at least 20 years. The fees and the program will be established by the end of 2026.

FISCAL IMPACT

There are no immediate fiscal impacts associated with the project.

ENVIRONMENTAL REVIEW

The project is Categorically Exempt from CEQA Guidelines Section 15378 as an administrative activity of the government that will not result in direct or indirect physical changes in the environment.

ATTACHMENT

- A. Resolution
- B. Planning Commission Resolution

RESOLUTION NO. XX-2025

A RESOLUTION APPROVING REVISION TO CITY'S HOUSING ELEMENT UPDATE BY ALLOWING AN ADDITIONAL ATTACHED ACCESSORY DWELLING UNIT TO THE APPROVED HOUSING PROGRAM

THE CITY COUNCIL City of Clayton, California

WHEREAS, on January 17, 2023, the Clayton City Council adopted the Housing Element Update (HEU) for the 6th Housing Cycle, approved in December 2022.;" and

WHEREAS, the City Council adopted Resolution No. 06-2023 certifying the Final Environmental Impact Report (EIR) prepared for the project and adopting the update to the Housing Element and the associated Land Use Element and Land Use Diagram amendments.; and

WHEREAS, on January 16, 2024, meeting, the City Council adopted amendments to Clayton Municipal Code Title 17 (Zoning) to implement certain adopted Housing Element policies; and

WHEREAS, the HEU and zoning amendments were forwarded to the State Housing and Community Development Agency (HCD) for certification process by the Agency. The correspondence between the city and HCD has been onward for nearly two years for that certification resulting in HCD's requirement for the subject amendment; and

WHEREAS, City Staff has resolved all issues with HCD except "mobility," meaning the ability of lower-resourced households to find affordable housing in any of City's neighborhoods - not just those zoned for higher-density housing.

WHEREAS, Staff submitted the additional ADU proposal to HCD in June 2025, to satisfy the mobility requirement, and the state agency indicated that the new amendment to the program would satisfy the mobility issue.

WHEREAS, the final revision to Program B1 of the HEU - Accessory Dwelling Units - includes the following bullet points, with the second one representing an additional effort presented to satisfy HCD's requirement for the subsequent certification of City's Housing Element Update:

- Under State Law, a property owner can develop a JADU, detached or attached ADU, and convert an existing space into an ADU, providing up to four units per lot. This final revision to Program B1 of the approved HEU (will

include provisions in the Zoning Code) is to allow for the establishment of an additional attached ADU of any size within the footprint/building walls of an existing single-family unit. Such ADU shall require only the issuance of a building permit. Under this program, a property owner could potentially get five units on a lot. This program will include incentives and be designed to facilitate this type of development. Amendments to the Zoning Code to allow for this additional ADU will be accomplished by the end of 2026.

- The City will establish an in-lieu fee program and will provide the option of having these funds made available to property owners, as a grant or loan, if they agree to construct an income-restricted ADU - with the period of restriction extending at least 20 years. The fees and the program will be established by the end of 2026.

WHEREAS, Subsequently HCD requires the City to allow one more unit beyond what State law requires for ADUs; mandated by California Senate Bill 9.

WHEREAS, at a public meeting held on August 12, 2025, the Clayton Planning Commission considered the revision of the Housing Element and recommended the City Council to approve the revision; and

WHEREAS, at a public meeting held on August 19, 2025, the Clayton City Council considered the revision of the Housing Element Update by allowing an additional attached Accessory Dwelling Unit to the approved Housing Element.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does hereby approves the revision to City's Housing Element Update.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 19th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Kim Trupiano, Mayor

ATTEST:

Skyler Aitken, Acting City Clerk

ATTACHMENT A

CITY OF CLAYTON PLANNING COMMISSION RESOLUTION NO. 03-2025

A RESOLUTION OF THE CLAYTON PLANNING COMMISSION APPROVING A SITE PLAN REVIEW PERMIT TO ALLOW THE CONSTRUCTION OF ONE SINGLE-FAMILY RESIDENCE AND ATTACHED ACCESSORY DWELLING UNIT ON LOT LOCATED AT 5569 MORNINGSIDE DRIVE (SPR-01-2025)

WHEREAS, the City received an application from Thomas Ducharme requesting approval of a Site Plan Review Permit to allow the construction of a 5,352-square foot single family residence and attached 611 square foot accessory dwelling unit (Project) on the subject parcel (APN: 118-110-011) at 5569 Morningside Drive; and

WHEREAS, Section 17.44.020 of the Clayton Municipal Code (CMC) authorizes the Planning Commission to approve a Site Plan Review Permit in accordance with the standards of review in CMC Section 17.44.040; and

WHEREAS, the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Categorical Exemption Class 3, Section 15303 (New Construction or Conversion of Small Structures), of the State Guidelines for Implementation of CEQA; and

WHEREAS, on July 8, 2025, the Clayton Planning Commission held a duly-noticed public hearing on the Site Plan Review Permit request (SPR-01-2025), and received and considered testimony and evidence, both spoken and documentary.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission does determine the foregoing recitals are true and correct and makes the following Findings for Approval of Site Plan Review Permit application SPR-01-2025 based on the Site Plan Review Permit Standards of Review:

A. The use is in conformity with the General Plan and any applicable Specific Plan;

The Project is consistent with the General Plan designation and policies since the Project consists of the construction of a single-family residence and attached ADU, a permitted use within the Rural Estate land use designation. There is no established Specific Plan that is applicable to the Project.

B. The use is in conformity with City-adopted standards in the Zoning Ordinance as related to Site Plan Review Permits;

In accordance with Clayton Municipal Code Section 17.44.020., since the Project is comprised of structures over 16 feet in height and an area in excess of 750 square feet, a Site Plan Review Permit is required for the design of all new developments in any zoning district within the City. The Project conforms to all development standards as required for properties within the R-40-H zoning district defined in Clayton Municipal Code Chapter 17.16 for setbacks, building height, floor area, and building area governing single-family residential development.

C. Shall not negatively affect the general safety (e.g., seismic, landslide, flooding, fire, traffic) of the City or surrounding area;

The Project preserves the general safety of the community regarding seismic, landslide, flooding, fire, and traffic hazards since the Project will be constructed in compliance with the Clayton Municipal Code, California Building Standards Code, and other agency regulations where applicable.

D. Shall maintain solar rights of adjacent properties;

The Project will not block adjacent properties from direct sunlight from any angle of the ecliptic.

E. Shall reasonably maintain the privacy of adjacent property owners and/or occupants;

The Project reasonably maintains the privacy of adjacent property owners and/or occupants since the Project conforms with all development standards of the Clayton Municipal Code Chapter 17.16 Single Family Residential (R-40-H), in keeping with the surrounding properties along Morningside Drive that contain large lots with ample setbacks that place existing adjacent residences away from the proposed residences on the Project Site.

F. Shall reasonably maintain the existing views of adjacent property owners and/or occupants;

The Project reasonably maintains the existing views of adjacent property owners and/or occupants since the Project Site is located downslope from and below existing surrounding ridgelines and daylight lines and would not prevent property owners and/or occupants inhabiting existing residences from continuing to see the existing surrounding contours of these existing slopes and other attributes in and around the Mount Diablo Creek riparian corridor and the small valley surrounding the Mitchell Creek riparian corridor.

G. Shall be complementary, although not identical, with adjacent existing structures in terms of materials, colors, size, and bulk;

The Project is complementary, although not identical, with neighboring structures in terms of materials, colors, size, and bulk since the proposed residences have been designed with exterior colors and materials that are complementary with the natural setting as well as the colors and materials of existing adjacent residences as well as utilizing proposed designs styles that include volume and massing consistent with the size and bulk of existing adjacent residences.

H. Shall be in accordance with the design standards for manufactured homes per Section 17.36.078 of the Clayton Municipal Code;

The Project as proposed does not include the construction of any manufactured homes; therefore, this finding is not applicable.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission does hereby approve Site Plan Review Permit SPR-01-2025 to allow the construction of one custom single family residence with an attached ADU located at 5569 Morningside Drive, subject to the following Conditions of Approval:

1. The applicant shall indemnify, protect, defend, and hold harmless the City and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, actions, causes, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including, but not limited to, attorney's fees, costs, and disbursements arising out of or in any way relating to the issuance of this entitlement, any actions taken by the City relating to this entitlement, and any environmental review conducted under the California Environmental Quality Act for this entitlement and related actions.
2. Prior to issuance of a building permit or final inspection for the construction of the residence and ADU, as applicable, the applicant shall pay all outstanding planning permit fees, and development impact fees as listed below.
 - A. All balances for application permit process.
 - i. Community Facilities Development Impact Fee: \$450
 - ii. Offsite Arterial Improvement Development Impact Fee: \$1,456
 - iii. Childcare Development Impact Fee: \$205
 - iv. Parkland Dedication Development Impact Fee: \$2,569
 - v. Fire Development Protection Development Impact Fee: \$300 per unit.
 - vi. Construction and Demolition Recycling Fee: \$5,551 (\$1.00 per/sq. ft. of new area).
 - vii. Stormwater Pollution Prevention Permit and Inspection (Construction SWPPP) Fee: (Major) \$5000 minimum deposit against which inspection time is charged.
 - viii. Stormwater Operation and Maintenance Annual Inspection Fee: \$45
 - ix. Stormwater Operation and Documentation Annual Compliance Review Fee: \$45
 - x. Stormwater Operation and Maintenance Annual Report Preparation Fee: \$53
3. Any major changes to the Project shall require Planning Commission review and approval. Any minor changes to the Project shall be subject to City staff review and approval.
4. The applicant shall obtain the necessary permits from the Building Division of the Contra Costa County Department of Conservation and Development. All construction shall comply with the California Building Code.
5. Prior to issuance of any Building Permit, the applicant shall obtain all required construction and fire sprinkler permits from the Contra Costa County Fire Protection District (CCCYPD), including approval of fire flow tests, hydrant access, and sprinkler system design. Compliance with CCCYPD standards for water supply, fire apparatus access, and NFPA codes shall be verified. No construction or occupancy shall proceed without final Fire District authorization.

6. The applicant shall obtain all necessary permits for a wastewater utility service from City of Concord Community Development Department for Central Contra Costa Sanitary District. An elevation certificate from a licensed surveyor will need to be submitted because of flood zone requirements.
7. The applicant shall secure necessary water connections, prior to final building inspections, with Contra Costa Water District (CCWD) confirming that:
 - A. 6" water main extension will be installed from the existing 8" main on El Camino Drive to the subject property, with capacity for future downstream connections.
 - B. 1" service line, 1" meter, and 1" above-ground backflow assembly will be installed to serve the project.
 - C. Obtain Required Easements: Submit recorded easements to the City/County for:
 1. A permanent utility easement along the neighboring property at 5577 Morningside Drive (for the 6" main within their roadway easement).
 2. A permanent utility easement on the subject property for the service connection (1" -line, meter, and backflow).
8. To minimize impacts on protected trees, riparian vegetation, and Mount Diablo Creek, the following measures shall be implemented prior to and during all construction activities:
 - A. Protective Setbacks (No-Disturbance Zones)
 1. 25-foot undisturbed buffer shall be maintained from the top of bank (TOB) of Mount Diablo Creek.
 2. 15-foot undisturbed buffer shall be maintained around all protected trees (including heritage, native, or specimen trees)
 3. No grading, excavation, stockpiling, or construction activity is permitted within these zones.
 - B. Erosion & Sediment Control
 1. Silt fencing or straw wattles shall be installed on the upslope of the creek buffer to prevent runoff.
 2. No stockpiling of soil, debris, or materials within 50 feet of the creek.
9. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments, or any other payments that are due.
10. All grading, construction, and other work shall occur only between 8:00 a.m. and 5:00 p.m. Monday through Friday, in accordance with Section 15.01.010 of the Clayton Municipal Code.
11. All heavy load deliveries to the project site to be verified with the City Engineer for

maximum road weight tolerances to minimize damage or cracking on Morningside Drive. Any cracks or damage to the road surface to be repaired to original condition prior to issuance of Certificate of Occupancy.

12. Existing trees abutting access easement to be assessed and pruned/protected to limit damage from construction activity.
13. Landscaping along Morningside Drive adjacent to the project site to be repaired/restored prior to issuance of Certificate of Occupancy, if damaged by construction activity
14. The applicant shall coordinate with the southerly neighbor for buffering the south elevation's impact by revising the landscape plan, to be submitted to the Planning Department for approval.

PASSED AND ADOPTED by the Planning Commission of the City of Clayton at a regular meeting on the 8th day of August 2025.

AYES: Commissioners Casagrande, Brzovich, Banchero, Chair Shulman

NOES:

ABSTAINED:

ABSENT:

RECUSED: Chair Richardson

APPROVED:

ATTEST:

Farhad Mortazavi

Maria Shulman
Chair

Farhad Mortazavi
Interim Community Development Director



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Appointment to the Financial Sustainability Committee

RECOMMENDATION

Consider recommending the City Council appoint Brian Mayhew to the Financial Sustainability Committee.

BACKGROUND

The Budget and Audit Committee met on Monday, August 11, 2025, and heard from Mr. Mayhew, and recommended that he be placed on the Financial Sustainability Committee.

ATTACHMENTS

[Application_-_Mayhew_Redacted.pdf](#)

[Brian_Mayhew.final_Resume__Redacted.pdf](#)



CITY OF CLAYTON

COMMUNITY FINANCIAL SUSTAINABILITY COMMITTEE APPLICATION

Name: Brian Mayhew
Date: 7/7/2025
Home address: [REDACTED] Peter of Clayton Contact phone: [REDACTED]
Length of residence in Clayton: 25+ years
Email address: [REDACTED]
Present employer: Retired
Occupation: CFO

Education and special training. Specifically identify your background and experience in governmental finance and accounting, auditing, financial management:

Over 30 years in local & Regional government ~~work~~ CFO responsible for Accounting, budget and financial modeling, revenue, payroll and infrastructure finance, as well as treasury, audit and financial reporting.

Please provide an example of how you have addressed a complex financial challenge in your work. Please provide as many specifics as possible, particularly to actions or decisions for which you were personally responsible.

As CFO in Westminster I determined replacing (all) the old meters would save water use (20%) and generate significant new revenue, without a rate increase. Also in Westminster, I was able to Develop an infrastructure Development District for the entire city utilizing tax increment from entire city.

Since this is a new Committee, what do you think are the three most important goals for the Committee to achieve in its first year?

Protection of crown jewels - safety, parks and infrastructure as well as sense of community (small, sophisticated town)

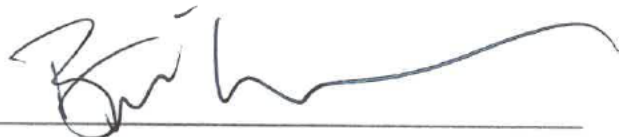
Please describe what you believe the top financial challenge is facing the City of Clayton. What research have you done in reaching this conclusion?

Increasing stress on personnel & pension with limited revenue options. Particularly, we do not have the economic base to develop new revenue sources.

List three references with phone numbers:

Susan Woo. -
Steve Heminger -

Please attach a resume or other summary of your relevant financial experience.



Signature

4/7/2025

Date

Brian Mayhew

Summary

Over 30 years of experience as Chief Financial Officer for transportation and local government entities. Responsible for all aspects of financial operations including, treasury and investments , project financing, debt portfolio, customer service billing and collection, budget, financial models and forecasts, internal controls, accounting and all audit and financial reporting functions

Experience

CFO Metropolitan Transportation Commission (MTC) October 1999 – Retired January 2022

MTC is a multi-faceted regional transportation planning and funding agency that also serves as the toll and fare collection authority for the nine-county San Francisco Bay Area:

- MTC – General governing entity with responsible for administration of annual revenue in excess of \$1.2 billion, \$250 million in active project grants, annual allocation of over \$1 billion in regional transportation funding, project financing in excess of \$12 billion, debt portfolio of \$9 billion, investment portfolio exceeding \$5 billion in addition to self-managed pension/OPEB trust accounts
 - Developed long-range budget models helping avoid layoffs and program cuts through three recessions
 - Retired all unfunded pension and OPEB obligations in just five years
- BATA – Bay Area Toll Authority created by the state legislature and authorized through three regional votes, responsible for billing and collection of all bridge tolls and funding the capital replacement and repair costs on the seven state-owned toll bridges
 - Developed 50-year financial planning model for construction and maintenance
 - Managed growth in project financing from \$2 billion to over \$12 billion
 - Managed conversion of cash/electronic collection to electronic/billing system
 - Financial management contributed to over \$1 billion in additional project capacity and BATA being the highest rated transit agency in the country
- ELN – Express Lane Network responsible for collection of all regional express lane tolls integrating one regional operations center with four regional express lane operators
- Clipper – \$125 million second generation regional fare card payment system integrating fare collection and processing with 37 regional transit operators
- BAHFA – The Bay Area Housing Finance Authority created by the legislature to help develop plans for enhancing regional housing affordability in the Bay Area

CFO City of Westminster**April 1989 – October 1999**

Responsible for all aspects of financial operations in full-service city with general fund, redevelopment agency, grants and water enterprise funds with annual revenue of approximately \$125 million with over \$300 million in economic development, affordable senior housing and infrastructure projects

- Managed water agency rating upgrade from default to “AA”
- Innovative capital replacement plan reduced water use by 17% while increasing revenue by 10%, without a rate increase
- Planned and implemented city-wide economic development district allowing City to capture all new tax increment for infrastructure funding
- Withdrew City funds from Orange County pool prior to the bankruptcy avoiding financial consequences of County failure

Revenue Manager City of Mountain View**April 1982 – April 1989**

Responsible for all revenue, treasury, debt, budget and assessment district management, including over \$300 million in assessment district, economic development and housing bonds, management of water/wastewater billing and financial planning models for funding operating and 10-year capital program costs

Boards & Committees

- MSRB Issuer Advisory Committee
- GASB 54 (Derivatives) Implementation Committee
- GASB 56 (Fund Balance) Advisory Committee
- CalTrust Board of Directors

Awards

- 2022 – California Senate Certificate of Recognition for Outstanding Public Service
- 2017 – Four-time BondBuyer Far West Deal of the Year (2017, 2007, 2006 & 2002)
- 2012 - San Francisco Bay Area CFO of the Year – Non-Public Company
- 2009 – California Public Securities Association Award for Excellence in Public Finance
- 1999 – County of Orange Resolution for Outstanding Public Service
- 1995 – California Assembly Certificate of Recognition for Outstanding Public Service
- 1995 – Westminster Chamber of Commerce Award of Merit
- GFOA Distinguished Budget Presentation – 10-Year Financial Forecast (1996-1998)
- GFOA Award of Excellence in Financial Reporting (2002-2022 & 1992-1998)

Education

- MA Political Economics – UC Santa Barbara
- BA History & Political Science – UC Santa Barbara

Contact Information

- Cell
- Email





STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: Appointments to the Trails and Landscape Committee

RECOMMENDATION

Appoint 6 or more of the applicants to the Trails and Landscape Committee for a term beginning September 1, 2024 and ending September 30, 2026. By appointing 6 or more applicants, there will be enough members to have a quorum.

BACKGROUND

There are several vacancies on the City's Trails and Landscape Committee. It is important that all the positions on any of the City Council appointed subcommittees are filled in order to allow for the greatest input from the committee to the City Council.

FISCAL IMPACTS

None.

ATTACHMENTS

[TLC Applications_Redacted.pdf](#)



APPLICATION FOR TRAILS AND LANDSCAPING COMMITTEE

Name Nat Aycox Address [REDACTED]

Home Phone [REDACTED] Business Phone [REDACTED]

E-mail address: [REDACTED] Length of residency in Clayton 12.5 years

Occupation Retired Present employer [REDACTED]

Why are you interested in serving on this Committee? [REDACTED]

I regularly use the trails in Clayton and think they are a great resource for residents

and a great advertisement for the city. I am interested in giving back some time and

effort as payback for this benefit.

What is your vision for the trails and public landscaped areas of our City? [REDACTED]

That they be neat, clean, safe, and available for residents and visitors.

Please share your interests and hobbies, special training or education: [REDACTED]

Art and running are my hobbies. I am experienced in management in government.

List 3 references with phone numbers: 1. Dawn Reneau (wife) [REDACTED]

2. Kim Trupiano [REDACTED]

3. Karen Patera [REDACTED]

Signature: [Signature]

* * * * *

Date: June 18, 2025



APPLICATION FOR TRAILS AND LANDSCAPING COMMITTEE

Name Erin Bennett Address [REDACTED]
Home Phone [REDACTED] Business Phone N/A
E-mail address: [REDACTED] Length of residency in Clayton 13 yrs in Nov
Occupation Sales (Scientific) Present employer Labcorp Drug Development
Why are you interested in serving on this Committee? _____

I've served for about 3 years already, and with stability with city staff, I'm ready to make

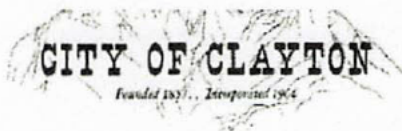
What is your vision for the trails and public landscaped areas of our City? _____
My current vision is to inventory and assess current areas and determine the best path
forward for maintaining what we have. We've spent most of the budget on landscaping
and need to address some serious issues on some of the popular trails.

Please share your interests and hobbies, special training or education: _____
I have 25+ years professional experience, with 10 years in leadership. I have a MBA
and manage multi-million dollar budgets in my professional life. I enjoy family time hiking
and traveling. I volunteer with the TLC, CBCA, and local schools.

List 3 references with phone numbers: 1. Steve Rossi [REDACTED]
2. Matt Tillman [REDACTED]
3. Kelly Bernel [REDACTED]

* * * * *

Signature: _____ Date: _____



**APPLICATION FOR
TRAILS AND LANDSCAPING COMMITTEE**

Name Allison Snow Address [REDACTED]
Home Phone [REDACTED] Business Phone N/A
E-mail address: [REDACTED] Length of residency in Clayton 25 years
Occupation Retired (hospital consultant) Present employer [REDACTED]

Why are you interested in serving on this Committee? I'd like to continue serving on this committee as I feel I have the experience and ideas that will help the City of Clayton maximize the tax-funded district, while beautifying Clayton.

What is your vision for the trails and public landscaped areas of our City? My vision is to maximize the tax revenue to make Clayton safe, beautiful and hike-friendly. Our naturally beautiful City has ideal conditions; let's use them!

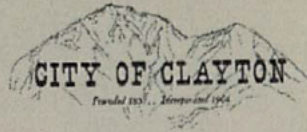
Please share your interests and hobbies, special training or education: Grand daughter and daughter of landscape architects; worked in our retail garden center x 10 years; avid gardener + rose-enthusiast. Love hiking Mt Diablo, Cardinet trail and maintaining the Library Rose garden x 3+ years.

List 3 references with phone numbers: 1. Holly Tillman [REDACTED]
2. Jim Waburton [REDACTED]
3. Jeff Wan [REDACTED]

* * * * *

Signature: [Signature]

Date: 6/23/2025



APPLICATION FOR
TRAILS AND LANDSCAPING COMMITTEE

Name MIKE WELLS Address [REDACTED]
Home Phone [REDACTED] Business Phone -
E-mail address [REDACTED] Length of residency in Clayton 30 YRS
Occupation RETIRED Present employer

Why are you interested in serving on this Committee?

TO GIVE BACK TO THE COMMUNITY

What is your vision for the trails and public landscaped areas of our City?

TO ENHANCE OUR TRAIL SYSTEM AND CENTER MEDIANS

Please share your interests and hobbies, special training or education:

WALKING, HIKING AND MOUNTAIN BIKING.

I WORKED IN LOCAL GOVERNMENT FOR 30 YRS - I
UNDERSTAND HOW A CITY OPERATES, AND THE IMPORTANCE
OF PLANNING.

List 3 references with phone numbers: 1. RUSS NORRIS - [REDACTED]

2. JIM NIELSON - [REDACTED]

3. DAVID HOLMES - [REDACTED]

Signature: Mike Wells Date: 6/17/25



**APPLICATION FOR
TRAILS AND LANDSCAPING COMMITTEE**

Name Dr. Buchanan Address [REDACTED]

Home Phone [REDACTED] Business Phone N/A

E-mail address: [REDACTED] Length of residency in Clayton 29 years

Occupation Retired Present employer —

Why are you interested in serving on this Committee? I was on the original Blue Ribbon Committee and would like to get back involved. I have 40 years experience working for a public agency relative to grounds care

What is your vision for the trails and public landscaped areas of our City? The visual impact of a strong landscape maintenance program plays a major roll relative to people's perception of our community

Please share your interests and hobbies, special training or education: —

B.S. in Public Admin., significant Arborist training, Retired Director of Parks, Recreation, and Maintenance Services (Pittsburg), Master Gardener (V.C. extension)

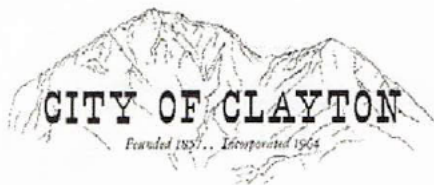
List 3 references with phone numbers: 1. Kate Happy (Friend)

2. Joe Sbranti (Former City Mgr. of Pittsburg)

3. Don Jason Shaw (Clayton P.D.)

Signature: Dr. Buchanan

Date: 6-10-25



APPLICATION FOR TRAILS AND LANDSCAPING COMMITTEE

Name Kate Happy Address [REDACTED]

Home Phone [REDACTED] Business Phone N/A

E-mail address [REDACTED] Length of residency in Clayton 27 yrs.

Occupation Educator Present employer CCWD

Why are you interested in serving on this Committee? to complete the work we have already started and to ensure proper care of allotting resources for landscaping upkeep and improvement for Clayton.

What is your vision for the trails and public landscaped areas of our City? to be fiscally sound and responsible in planning for the future and to effectively communicate with Clayton constituents.

Please share your interests and hobbies, special training or education: I volunteer for Clayton Historical Society and Clayton Library. I teach water science and conservation for the water district and give tours of water treatment plant. I have a BS in communications, BA in Politics and my MBA in Marketing.

List 3 references with phone numbers: 1. Holly Tillman [REDACTED]

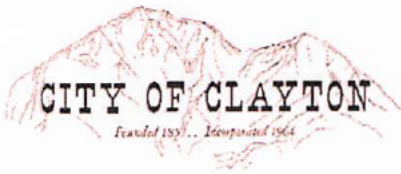
2. Steve Pratt [REDACTED]

3. Dave Shrey [REDACTED]

* * * * *

Signature: Kate Happy

Date: June 3, 2025



**APPLICATION FOR
TRAILS AND LANDSCAPING COMMITTEE**

Name Patti Pratt Address [REDACTED]

Home Phone [REDACTED] Business Phone NA

E-mail address: [REDACTED] Length of residency in Clayton 19 years

Occupation Retired Present employer NA

Why are you interested in serving on this Committee? As a current member of the committee I feel that it is my duty to continue on as we navigate a new city mgr & staff. Unfortunately, we have put much time & effort into this committee, that we haven't been able to fulfill. We need some continuity so that we can move forward and help secure future funding.
What is your vision for the trails and public landscaped areas of our City? Better weed control, assessment of future needs and hopefully some beautification.

Please share your interests and hobbies, special training or education: I love hiking and spending time on our trails. I founded and ran a non profit that served our community youth for many years. I recently put on a volunteer fair, encouraging volunteer work in our community.

List 3 references with phone numbers: 1. Gabriela Rowland [REDACTED]
2. Monica Freitas [REDACTED]
3. Carol Loflin [REDACTED]

Signature: Patti Pratt Date: 6/4/25



APPLICATION FOR TRAILS AND LANDSCAPING COMMITTEE

Name Stephen Rossi Address [REDACTED]
Home Phone [REDACTED] Business Phone [REDACTED]
E-mail address: [REDACTED] Length of residency in Clayton 13 years
Occupation Project Manager Present employer Abbott
Why are you interested in serving on this Committee? _____

After spending the last few years on committee, I want to see progress toward bothon ir _____

What is your vision for the trails and public landscaped areas of our City? _____

Like the majority of residents in Clayton, I value the natural beauty of our town. This beauty needs care in order to healthy, safe, sustainable, and accessible. I believe through careful planning and a commitment to a shared vision, this is within our reach. +

Please share your interests and hobbies, special training or education: _____

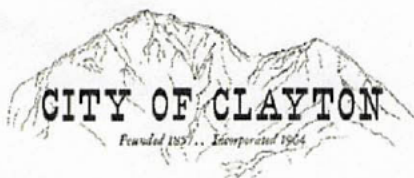
I have a PhD in engineering and a 25 year career in medical device development. I am passionate about community, diversity, and shared experiences. _____

List 3 references with phone numbers: 1. Chris Covin, [REDACTED]
2. Erin Bennett, [REDACTED]
3. Holly Tillman, [REDACTED]

* * * * *

Signature: _____

Date: 3 July 2025



**APPLICATION FOR
TRAILS AND LANDSCAPING COMMITTEE**

Name Charlie Schmidt Address [REDACTED]

Home Phone [REDACTED] Business Phone [REDACTED]

E-mail address: [REDACTED] Length of residency in Clayton 22

Occupation Retired Present employer retired

Why are you interested in serving on this Committee? _____

I walk the trails everyday and feel I
would be a good contributor to the committee

What is your vision for the trails and public landscaped areas of our City? _____

Improvement, Improvement, Improvement

Please share your interests and hobbies, special training or education: _____

walking, hiking, volunteering

List 3 references with phone numbers: 1. Jane Mule [REDACTED]

2. Ivory Cox [REDACTED]

3. Mike Covione [REDACTED]

* * * * *

Signature: [Signature]

Date: 10 JUN 2025

TRAILS AND LANDSCAPING COMMITTEE

Name Joyce Wells Address [REDACTED]
Home Phone [REDACTED] Business Phone
E-mail address: [REDACTED] Length of residency in Clayton 31 years
Occupation Retired Present employer
Why are you interested in serving on this Committee? Current member

What is your vision for the trails and public landscaped areas of our City?

A place where everyone can walk and feel safe. Maintained landscaping to mitigate fire danger and storm damage.

Please share your interests and hobbies, special training or education:

Horse back riding, and walking. Retired IT professional with a special interest in Finance

- List 3 references with phone numbers: 1. Dianne Yoder - [REDACTED]
2. Barbara Hodgkinson - [REDACTED]
3. Harriet Britt [REDACTED]

* * * * *

Signature: Joyce Wells

Date: 7 July 2025



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Appointment of Sheila Driscoll as the City of Clayton Representative to the Contra Costa County Advisory Council on Aging

BACKGROUND

//

FISCAL IMPACTS

None.

CEQA

This appointment is an administrative activity that is exempt from CEQA.

ATTACHMENTS

[Driscoll__Sheila__ACOA__Application_Redacted.pdf](#)



Contra
Costa
County

Please return completed applications to:
Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553
or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name (Mang) Sheila Last Name Driscoll
Home Address - Street Gold Rush Ct City Clayton Zip Code 94517
Phone (best number to reach you) [REDACTED] Email [REDACTED]@gmail.com
Resident of Supervisorial District: IV

EDUCATION Check appropriate box if you possess one of the following:
☒ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded
<u>UCLA</u>	<u>Nursing Education</u>	☒ Yes <u>Master's</u> ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Other Training Completed:

Board, Committee or Commission Name COUNCIL ON AGING Seat Name CLAYTON
Have you ever attended a meeting of the advisory board for which you are applying?
☒ No ☐ Yes If yes, how many?

Please explain why you would like to serve on this particular board, committee, or commission.
AS a retired R.N. & a SENIOR CITIZEN, I have an acute interest in issues related to senior concerns.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)
I am a retired R.N. with 45 years of nursing experience. I have lived in Clayton for 25 plus years & have involvements with many local organizations such as AAUW, CBCA, Woman's Club, St. Vincent de Paul

I am including my resume with this application:
Please check one: ☐ Yes ☒ No
I would like to be considered for appointment to other advisory bodies for which I may be qualified.
Please check one: ☐ Yes ☒ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☐ Yes ☒ No

List any volunteer and community experience, including any boards on which you have served.

Boards of St. Vincent de Paul, Clayton Valley Women's Club, AAUW, Diablo Valley Literacy Council

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Shirley Busell

Date: 5-14-25

Submit this application to: ClerkofTheBoard@cob.cccounty.us OR Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

THIS FORM IS A PUBLIC DOCUMENT



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: August 19, 2025

SUBJECT: Approve Amendment to the Franchise Agreement with Republic Services

RECOMMENDATION

Staff recommends that the Council approve the amendments to Sections 6.02 and 6.03 of the Franchise Agreement executed on January 1, 2024.

BACKGROUND

The City entered into an agreement with Allied Waste Systems, Inc. on January 1, 2024. Article 6 of the agreement is titled Collection Service Rates. Section 6.02 is titled Maximum service Rate Adjustment. Section 6.03 is titled CPI Adjustment Calculations.

DISCUSSION

The amendments requested for Section 6.02 only correct a Section reference that was cited in error originally.

The amendments requested for Section 6.03:

- More accurately define the CPI reference for any rate changes, and
- More accurately specify the CPI reporting cycle to align with rate change justification notifications in November of each year and the effective date of any rate change in January of each year.

Staff has attached redline and non-redline versions of the amendment language.

FISCAL IMPACTS

The amendments will not have a fiscal impact on the City.

CEQA

The amendments are administrative in nature and are exempt from CEQA.

ATTACHMENTS

[Redline version of Amendments.pdf](#)

[Non-Redline version of Amendments.pdf](#)

Article 6. Collection Service Rates

6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will charge for providing the Collection Services, provided that Contractor shall not charge any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be adjusted as provided in this Agreement.

6.02 Maximum Service Rate Adjustment. The Maximum Service Rates in Exhibit 1 shall be adjusted on January 1, 2025, and annually thereafter in accordance with ~~this~~ Section 6.0403. Except as otherwise provided in this Article 6 below, no other adjustments shall be made except as provided in Section ~~28.01~~.

6.03 CPI Adjustment Calculation. For Rate Year 2025, beginning on January 1, 2025, and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of the 12-month average change in the CPI-U for the 12-month period published immediately prior to the rate application. Therefore, the first rate adjustment effective January 1, 2025, will be based on the percentage change between the 12-month average of the CPI-U from October 1, 2022 through September 30, 2023, April 1, 2022, through March 31, 2023, and the 12-month average of the CPI-U from October 1, 2023~~4~~, through September 30, 2024. The index to be used shall be the Water and Sewer and Trash Collection Services (CPI). The index sets published by the United States Department of labor, Bureau of Labor Statistics. Consumer Price Index series, All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average, Series ID CUSR0000SEHG. Collector shall receive at least a one percent (1%) increase in its rates every January 1 and Contractor's rates shall not increase more than five (5) percent. Contractor shall submit supporting documentation to justify the CPI adjustment by April-November 1, 2024, and annually, thereafter. The city shall evaluate the information and will provide for a rate increase based on changes in the CPI Index as described herein.

Article 6. Collection Service Rates

6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will charge for providing the Collection Services, provided that Contractor shall not charge any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be adjusted as provided in this Agreement.

6.02 Maximum Service Rate Adjustment. The Maximum Service Rates in Exhibit 1 shall be adjusted on January 1, 2025, and annually thereafter in accordance with Section 6.03. Except as otherwise provided in this Article 6 below, no other adjustments shall be made except as provided in Section.

6.03 CPI Adjustment Calculation. For Rate Year 2025, beginning on January 1, 2025, and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of the 12-month average change in the CPI for the 12-month period published immediately prior to the rate application. Therefore, the first rate adjustment effective January 1, 2025, will be based on the percentage change between the 12-month average of the CPI from October 1, 2022 through September 30, 2023, and the 12-month average of the CPI-U from October 1, 2023, through September 30, 2024. The index to be used shall be the Water and Sewer and Trash Collection Services (CPI). The index sets published by the United States Department of labor, Bureau of Labor Statistics. Consumer Price Index series, All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average, Series ID CUSR0000SEHG. Collector shall receive at least a one percent (1%) increase in its rates every January 1 and Contractor's rates shall not increase more than five (5) percent. Contractor shall submit supporting documentation to justify the CPI adjustment by November 1, 2024, and annually, thereafter. The city shall evaluate the information and will provide for a rate increase based on changes in the CPI Index as described herein.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: Future Revenue Options – Closing the City’s Long-Term Budget Deficit - Part One

RECOMMENDATION

Staff recommends that the City Council receive the report, provide feedback and direction on potential revenue enhancement options, and direct staff to return with additional information and analysis on selected options at the October 21, 2025 City Council meeting.

BACKGROUND

See attached report

DISCUSSION

See attached report

FISCAL IMPACTS

Receiving this report and providing any necessary direction will not have any impacts on the FY 2025-26 Adopted Budget. Future financial impacts are likely.

CEQA

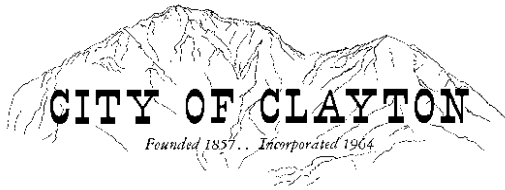
Receiving this report and providing any necessary direction is not a "project" under CEQA.

ATTACHMENTS

[Staff_Report_-_Revenue_Options_-_Part_One.pdf](#)

[CLAYTON - Attachment A -Revenue Options - 2025-c1.pdf](#)

[Attachment B - Future Revenue Options.pdf](#)



City Council Agenda Item 8.e

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: Future Revenue Options – Closing the City’s Long-Term Budget Deficit

RECOMMENDATION

Staff recommends that the City Council receive the report, provide feedback and direction on potential revenue enhancement options, and direct staff to return with additional information and analysis on selected options at the October 21, 2025 City Council meeting.

BACKGROUND

At the June 2025 Budget Hearing, the City identified a projected structural deficit between revenues and expenditures of approximately **\$462,000 annually by FY 2029-30** (6.54% of projected revenues). This deficit is projected to widen over the following years, reaching an estimated **\$1.5–\$2.0 million annually by FY 2036-37**.

Key cost drivers include:

- **Aging infrastructure**, including streets, sidewalks, parks, and facilities.
- **Staff recruitment and retention** challenges, with salaries lagging behind comparable agencies.
- **Rising municipal operating costs**, especially for public safety dispatch, IT support, and facility maintenance.

Several potential revenue enhancement measures would require voter approval under California law. In addition, the City’s Landscape Maintenance District (LMD) will require a property owner-approved extension in 2026 to maintain existing service levels.

DISCUSSION

CURRENT FINANCIAL CONDITION

Multi-Year Projection

City reserves remain above minimum policy thresholds through the near term; however, without additional revenue or spending reductions, reserves will decline steadily due to the ongoing structural deficit. This trend will limit the City's ability to address capital improvements, respond to emergencies, or maintain service levels.

Infrastructure Condition

The City's Pavement Condition Index (PCI) is currently 73 ("good" range). Without additional investment, PCI is expected to decline, increasing long-term repair and replacement costs. Sidewalk repairs/replacements require an estimated **\$100,000 annually** to maintain current conditions.

Staffing Competitiveness

Market comparisons indicate Clayton salaries lag behind regional medians, impacting recruitment and retention. For example, staff recruitment costs for FY 2025 are projected at **\$216,000**.

REVENUE ENHANCEMENT OPTIONS

Staff has identified the following potential measures. For each, the report summarizes the measure, estimated annual revenue potential, and required process.

1. Parcel Tax

- **Description:** A voter-approved annual special levy on each parcel within the City, used for specific services or projects.
- **Estimated Revenue:** \$1.7M @ \$400/parcel, \$2.54M @ \$600/parcel, \$3.93M @ \$800/parcel.
- **Approval Requirements:** Two-thirds voter approval.
- **Implementation Timeline:** Ballot measure could be placed in a general or special election.

2. Citywide Parcel Assessment

- **Description:** Assessments must fund **special benefits** to the assessed parcels (beyond general governmental services), with an engineer's report demonstrating that the assessment does not exceed the special benefits provided to assessed properties, per Prop 218.
- **Estimated Revenue:** Dependent on engineer's report and benefit analysis, but could be similar Parcel Tax revenue.

- **Approval Requirements:** Majority property owner approval (weighted by assessment – the more a property will pay, the more “voting strength” the property owner will have).
- **Implementation Timeline:** Requires preparation of an engineer’s report, public hearing noticing and a mailed assessment ballot procedure under Proposition 218.

3. Documentary Transfer Tax (Real Property Transfer Tax)

- **Description:** Clayton currently imposes the standard city documentary transfer tax at the statutory rate administered with Contra Costa County; the taxpayer’s combined rate is \$1.10 per \$1,000 of real property value transferred (half to city/half to county). In 2025, the City received \$92,000 in Documentary/Real Property Transfer Tax Revenue (Line Account 101-4502). Under state law (RTC §11911), general law cities cannot increase the combined rate above this level; doing so would require charter city authority.
- **Revenue:** As an ongoing revenue source, ensure we are receiving our full statutory share and that administration is current; no additional rate increase is available under general law city authority.
- **Approval Requirements:** Enactment of a City Charter with majority voter approval and majority voter approval for general tax; two-thirds for special tax (two ballot measures).

4. Local Sales Tax Increase

- **Description:** Additional sales tax (up to 1%) on top of the City’s existing 1% Bradley-Burns share. City add-on sales taxes count toward the countywide 2.0% district tax cap. HdL has confirmed that the maximum permissible sales tax increase under the cap is one percent (1%).
- **Estimated Revenue:** Approximately **\$1.0 million annually** per 1% increase (HdL estimate).
- **Approval Requirements:** Majority voter approval for general tax; two-thirds for special tax.
- **Considerations:** Public disclosure of spending, possible independent oversight, all revenue stays in Clayton. Additionally, other governmental agencies could propose and receive approval for sales tax increases that would reduce the 1% currently available under the cap.

5. Utility Users Tax (UUT)

- **Description:** Tax on consumption of certain utilities (electricity, gas, water, telecommunications).
- **Estimated Revenue:** ≈\$1.0–\$1.1 M annually (benchmarking Los Altos’ ~\$95–\$105 per-capita UUT receipts; actual yield depends on Clayton’s utility base and chosen rate).
- **Approval Requirements:** Majority voter approval for general tax; two-thirds for special tax.
- **Considerations:** Requires coordination with utility providers for collection.

6. Cannabis Development Agreement (DA)

- **Description:** Agreement with a cannabis business establishing operating conditions and revenue sharing.
- **Estimated Revenue:** \$500,000 – \$750,000 annually, plus Bradley-Burns and any local sales tax revenue.
- **Approval Requirements:** Amend local ordinances to permit cannabis business operations; negotiate and approve DA.
- **Considerations:** Public policy implications, regulatory compliance, community input.

PROCESS AND NEXT STEPS

1. **Council Direction:** Identify priority revenue options for further analysis.
2. **Community Engagement:** Polling, public workshops, and advisory committee formation as appropriate.
3. **Technical Preparation:** Legal review, fiscal impact analysis, and ballot measure drafting.
4. **Election Timeline:** Align with general or special election schedules to optimize voter participation and minimize cost.

FINANCIAL IMPACT

The revenue enhancement options vary significantly in potential yield. Some (e.g., sales tax, UUT) could close the projected long-term deficit entirely, while others (e.g., transfer tax) would require combination with additional measures. Costs for consultant services, polling, and ballot preparation should be anticipated (e.g., \$30,000 for polling for a sales tax measure).

CONCLUSION

Without additional revenue or service reductions, Clayton will face growing structural deficits, declining service levels, and deferred maintenance that will increase long-term costs. Early action—particularly measures requiring voter approval—will provide the City with the opportunity to address finances, maintain infrastructure, and retain qualified staff. Although the city has a healthy reserve balance, we will not be able to contribute to this fund moving forward, and without added revenues, we will be diminishing the reserve year over year. Staff requests Council direction on which revenue enhancement options to pursue for further study, public engagement, and potential placement on the ballot.

FISCAL IMPACT

Fiscal Impact

CEQA IMPACT

None

ATTACHMENTS

[Click or tap here to enter text.](#)

Attachment A – Summary of Revenue Enhancement Options

Option	Description	Estimated Annual Revenue	Approval Requirement	Pros	Cons / Considerations	Implementation Timeline
Parcel Tax	Annual levy on each parcel for specific purposes.	TBD – depends on rate/structure.	2/3 voter approval.	Can be targeted to specific improvements or purposes.	Requires strong voter support (2/3 approval); fixed rate may not keep up with inflation.	9–12 months (includes election process).
Citywide Parcel Assessment	Special benefit assessment to parcels (e.g., maintenance, landscaping).	TBD – based on engineer’s report.	Majority property owner approval (property owner vote strength weighted by assessment property would pay).	Directly ties funding to benefiting parcels.	Limited to services providing “special benefit” to assessed properties; complex legal process.	9–12 months.
Documentary Transfer Tax	Tax on property transfers in addition to County rate.	\$60.5K – \$824.5K.	Majority (general); 2/3 (special).	Captures revenue from real estate activity; no ongoing annual billing.	Revenue fluctuates with housing market; politically sensitive. Complex process – must adopt a charter which also requires an election. May be vulnerable to challenge under newly filed Statewide initiative which would ban further DTT’s.	6–9 months.

Local Sales Tax Increase	Up to 1% additional local sales tax.	~\$1.0M per 1% (HdL estimate).	Majority (general); 2/3 (special).	High revenue potential: revenue grows with economy; funds stay local.	May face opposition from business community; it requires voter approval.	9–12 months.
Utility Users Tax (UUT)	Tax on consumption of utilities (electricity, gas, telecom, etc.).	~\$1.02M (based on Los Altos per capita).	Majority (general); 2/3 (special).	Stable revenue source; broad tax base.	May be unpopular with residents; requires coordination with utility providers.	9–12 months.
Cannabis Development Agreement	Contract with cannabis business for fees/revenue sharing.	\$500K – \$750K + sales tax.	Council action + ordinance change.	New industry revenue stream; flexible agreement terms.	Public policy concerns regulatory compliance; site and zoning issues.	12–18 months.

ELECTION TIMING NOTE: Under Proposition 218, any local general tax measure must be placed on the same election date as the City’s General Municipal Election (Nov. 3, 2026), unless the City Council makes a unanimous declaration of emergency justifying an earlier special municipal election. Special taxes may be proposed to voters on any established election date under the California Elections Code.

NOTE ABOUT CITY COUNCIL APPROVAL THRESHOLD: Under Proposition 62, any local general tax measure, even if placed on the City’s General Municipal Election, must be called by a vote of at least 2/3 of the Council’s membership (4 affirmative votes). And, as indicated above, if called for another election date, a unanimous declaration of emergency is required. For local special taxes, a majority of the Council membership (3 affirmative votes) is sufficient to call the measure on any established election date, but the measure will require 2/3 voter approval.

FUTURE REVENUE OPTIONS

CITY OF CLAYTON

CITY COUNCIL

AUGUST 19, 2025

OVERVIEW

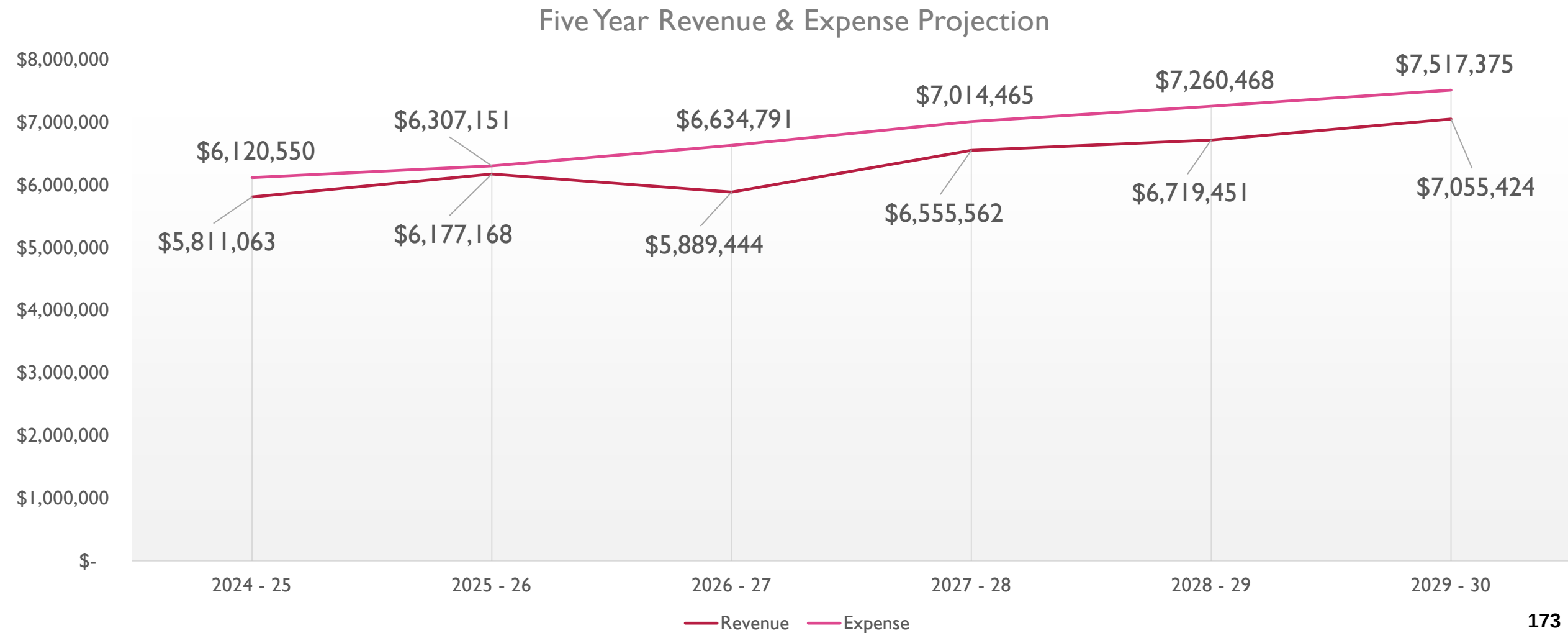
- Purpose of this presentation:
 - Identify future revenue gaps
 - Outline revenue enhancement options and process required to “enact” each
 - Provide staff with requests for additional information or direction
- First in a series of public discussions on options to enhance revenue

BACKGROUND

- Identified a ~\$462K revenue/expenditure gap from June Budget Hearing by FY2029-30. That is 6.54% of revenue.
- Many revenue enhancement options will require voter approval
- LMD will also require a voter approved extension in 2026

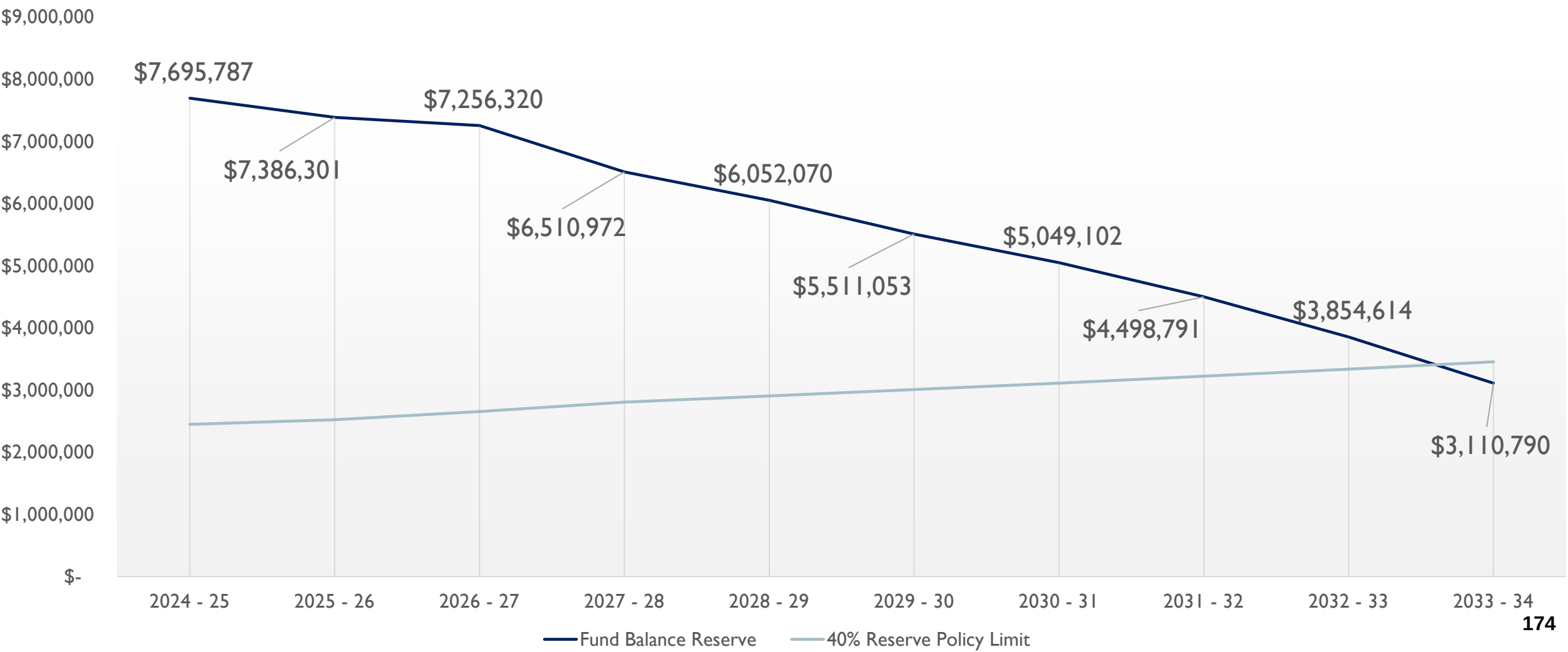
REVENUE GAP ANALYSIS

RECAP - REVENUE/EXPENSE DATA @ BUDGET HEARINGS

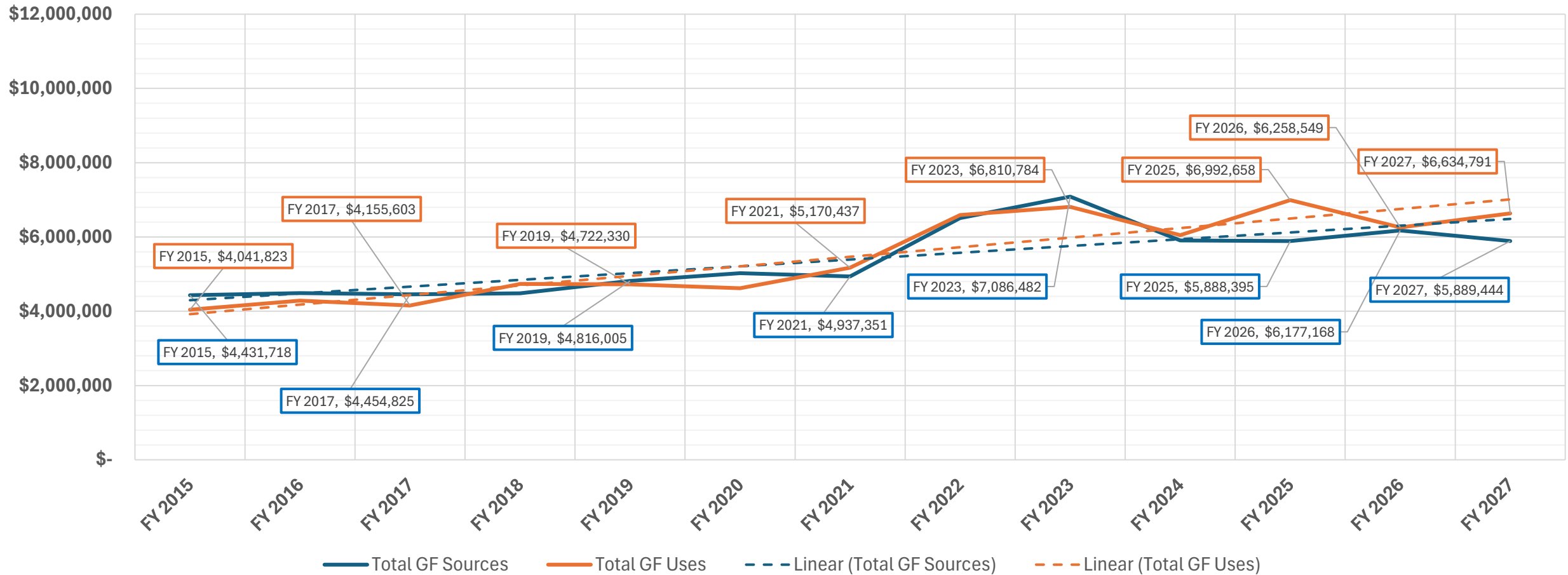


RECAP – RESERVE BALANCE @ BUDGET HEARINGS

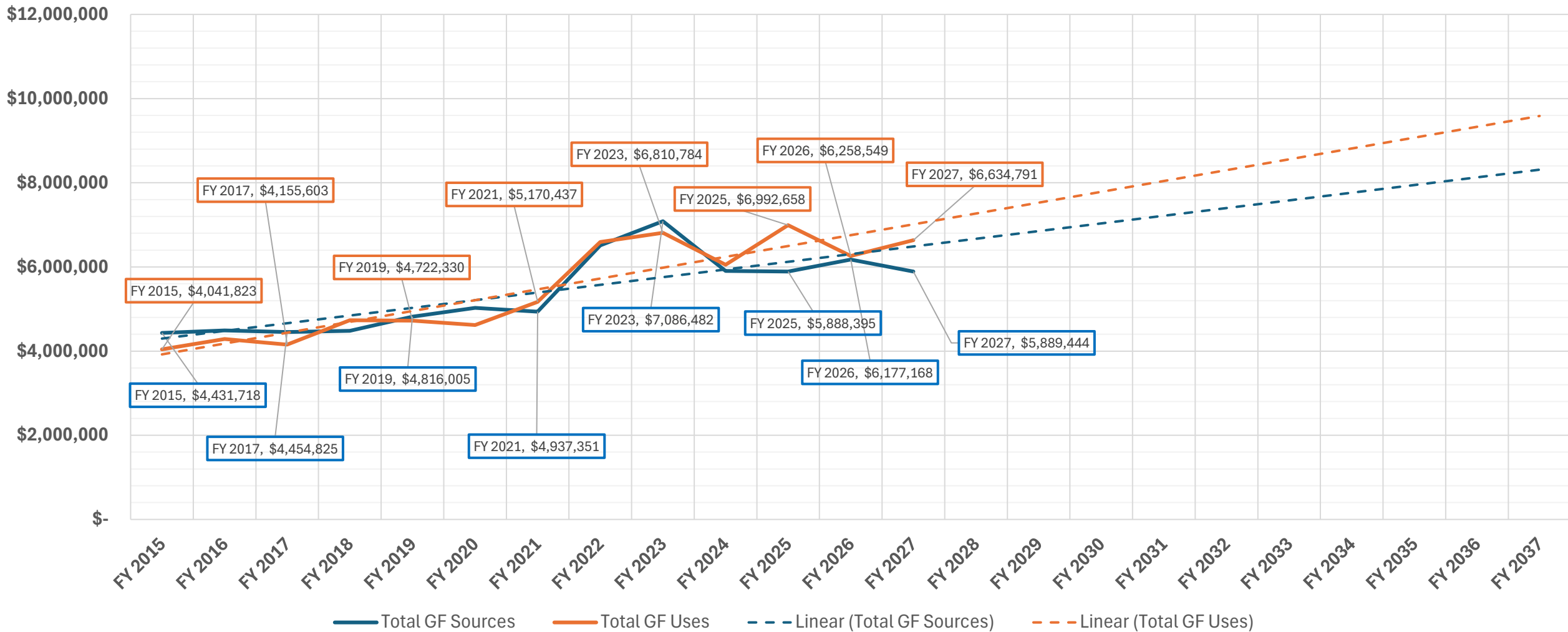
Ten-Year Reserve Fund Balance



FY2015- FY 2025 ACTUAL REVENUE GROWTH



MULTI-YEAR BUDGET PROJECTION



FINANCIAL NEEDS FOR OTHER FUNDS

	Fund	FY 2026- budget	FY 2027- budget	FY 2026- budget	FY 2027- budget	FY 2026- budget	FY 2027- budget
		Revenues		Expenses		Net	
●	101 - General Fund	\$6,189,168	\$5,917,132	\$6,316,159	\$6,568,798	(\$126,991)	(\$651,666)
●	110 - Rainy Day Fund	\$0	\$0	\$0	\$0	\$0	\$0
●	111 - Pandemic Recovery Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0
●	201 - Gas Tax Fund	\$416,687	\$429,187	\$391,784	\$560,916	\$24,903	(\$131,729)
●	202 - Road Maintenance and Rehabilit	\$304,365	\$313,496	\$248,451	\$710,000	\$55,914	(\$396,504)
●	210 - Landscape Maintenance CFD	\$1,380,970	\$1,321,890	\$1,483,856	\$1,296,274	(\$102,886)	\$25,616
●	211 - The Grove Park CFD 2006-1	\$170,873	\$175,999	\$144,065	\$133,545	\$26,808	\$42,454
●	212 - Oakhurst GHAD	\$50,390	\$51,902	\$29,301	\$30,674	\$21,089	\$21,228
●	213 - Presley GHAD Settlement	\$0	\$0	\$0	\$0	\$0	\$0
●	214 - Street Lighting Assessment	\$154,489	\$156,174	\$154,489	\$156,174	\$0	\$0
●	216 - Stormwater Assessment	\$180,738	\$250,160	\$196,136	\$192,668	(\$15,398)	\$57,492
●	217 - High Street Bridge	\$1,724	\$1,807	\$0	\$0	\$1,724	\$1,807
●	218 - Oak Street Bridge	\$1,730	\$1,813	\$371	\$375	\$1,359	\$1,438
●	219 - Stormwater Treatment District	\$0	\$0	\$0	\$0	\$0	\$0
●	220 - Measure J Fund	\$309,000	\$318,270	\$562,181	\$636,940	(\$253,181)	(\$318,670)
●	222 - Lydia Lane Sewer Assessment	\$17,000	\$17,500	\$32,202	\$3,009	(\$15,202)	\$14,491
●	223 - Oak Street Sewer Assessment	\$11,000	\$11,330	\$1,700	\$1,736	\$9,300	\$9,594

●	Fine, as is
●	Needs budget updates
●	At risk, potential challenges

	Fund	FY 2026- budget	FY 2027- budget	FY 2026- budget	FY 2027- budget	FY 2026- budget	FY 2027- budget
		Revenues		Expenses		Net	
●	230 - Restricted Grants	\$0	\$151,000	\$143,450	\$250,328	(\$143,450)	(\$99,328)
●	231 - Diablo Estates Benefit Assessm	\$3,605	\$107,108	\$51,809	\$55,984	(\$48,204)	\$51,124
●	232 - American Rescue Plan Act - SLF	\$0	\$0	\$0	\$0	\$0	\$0
●	233 - CFD 2022-01	\$6,500	\$62,000	\$89,937	\$61,442	(\$83,437)	\$558
●	240 - Concerts in The Grove Park	\$0	\$25,000	\$56,765	\$87,364	(\$56,765)	(\$62,364)
●	303 - Capital Improvements Fund	\$28,840	\$29,705	\$320,000	\$884,000	(\$291,160)	(\$854,295)
●	304 - Clayton Development Impact Fee	\$8,807	\$9,071	\$0	\$0	\$8,807	\$9,071
●	405 - Clayton Financing Authority	\$0	\$0	\$0	\$0	\$0	\$0
●	420 - Middle School CFD	\$0	\$0	\$0	\$20,312	\$0	(\$20,312)
●	422 - CFA Clayton Financing Authorit	\$0	\$0	\$0	\$0	\$0	\$0
●	450 - Energy Conservation Assistance	\$0	\$0	\$0	\$0	\$0	\$0
●	501 - Self Insurance	\$0	\$0	\$0	\$0	\$0	\$0
●	502 - Capital Replacement	\$3,605	\$49,301	\$472,000	\$90,000	(\$468,395)	(\$40,699)
●	503 - Pension Contribution Stabiliza	\$0	\$0	\$0	\$0	\$0	\$0
●	601 - Deposits Fund	\$0	\$0	\$0	\$0	\$0	\$0
●	615 - RDA Successor Agency Fund	\$0	\$0	\$0	\$215,448	\$0	(\$215,448)
●	616 - RDA Successor Housing Agency F	\$0	\$136,400	\$0	\$0	\$0	\$136,400
●	702 - Endeavor Hall	\$16,706	\$17,374	\$66,858	\$68,885	(\$50,152)	(\$51,511)
Totals		\$9,256,197	\$9,553,619	\$10,761,514	\$12,024,872	(\$1,505,317)	(\$2,471,253)

FUTURE NEEDS

- Closing the revenue/expense gap - \$1.5-2.0M annually by FY36-37
- Aging infrastructure - \$2.0M in 2025 \$\$
 - Declining Pavement Condition Index (PCI)
 - Current Pavement Condition Index is 73
 - What is the aspirational goal for the PCE? 100% is not real
 - City owned sidewalk repair / replacement - ~\$100,000 annually
 - Repairing potholes and crack sealing on a regular basis
- Staff recruitment and retention - \$216000 in 2025 \$
 - Comparison to other agencies
 - What is the aspirational salary goal to compete with comp agencies? Median? 90% of median?
- Rising costs for municipal operations
 - Increased costs for Dispatch and IT support for the Police Department
 - Efficient operations opportunities: Records scanning/indexing/storage, website compliance and e-commerce for reservations,
 - Enhancement of park and street landscaping and facilities maintenance (non-LMD areas)
 - Park facility improvements

STAFF RECRUITMENT AND RETENTION

How Clayton Compares to comp agencies by position

Classification	Clayton Current top step of Pay Range Monthly	Median Top Step	\$ to Reach Median Top Step	% to Reach Top Step Median	90% OF MEDIAN TOP STEP	\$ to Reach 90% of Median Top Step	% to Reach 90% of Top Step Median
City Manager	\$20,000	\$24,253	\$4,253	-21.3%	\$21,827	\$1,827	-9.1%
Police Chief	\$14,997	\$22,644	\$7,647	-51.0%	\$20,380	\$5,383	-35.9%
Accountant	\$8,828	\$9,786	\$958	-10.8%	\$8,807	-\$21	0.2%
Admin Services Director	\$14,997	\$20,328	\$5,331	-35.5%	\$18,296	\$3,299	-22.0%
City Clerk - Asst to the CM	\$11,407	\$14,831	\$3,424	-30.0%	\$13,348	\$1,941	-17.0%
PW Director/City Engineer	\$17,318	\$20,346	\$3,028	-17.5%	\$18,311	\$993	-5.7%
Management Analyst	\$9,217	\$10,271	\$1,054	-11.4%	\$9,243	\$26	-0.3%
Community Develop Tech	\$6,247	\$9,065	\$2,818	-45.1%	\$8,158	\$1,911	-30.6%
Senior Planner	\$10,941	\$11,484	\$543	-5.0%	\$10,335	-\$606	5.5%
Admin Clerk	\$5,572	\$6,880	\$1,308	-23.5%	\$6,192	\$620	-11.1%
Maintenance - Senior	\$6,984	\$8,347	\$1,363	-19.5%	\$7,512	\$528	-7.6%
Maintenance Worker II	\$6,375	\$7,495	\$1,120	-17.6%	\$6,745	\$370	-5.8%
Police Administrative Clerk	\$5,572	\$6,880	\$1,308	-23.5%	\$6,192	\$620	-11.1%
Police Office Coordinator	\$6,548	\$7,752	\$1,204	-18.4%	\$6,977	\$429	-6.6%
Police Officer	\$9,687	\$11,416	\$1,729	-17.8%	\$10,274	\$587	-6.1%
Police Sergeant	\$11,381	\$13,376	\$1,995	-17.5%	\$12,038	\$657	-5.8%
Total Monthly to Achieve			\$39,079.75			\$18,564.67	179

REVENUE ENHANCEMENT OPTIONS

PARCEL TAX

- What is it?

 - Special tax with specific purpose
 - $\geq 2/3$ of registered voters
 - Local governing body or voter initiative
 - Applies equally across all parcels
 - Temporary (sunset) or permanent
 - Must specify intended use of funds
 - Annual reporting required to governing board
 - A flat dollar amount per parcel per year
- Annual revenue generation estimates for FY 2027 and FY 2028
 - Estimated annual City revenue: \$1.7M @ \$400/parcel, \$2.54M @ \$600/parcel, \$3.93M @ \$800/parcel
- Procedures and timeline required for approval
 1. Draft a measure with clear spending purposes
 2. Decide on flat, uniform rates across parcels or
 3. Set a sunset date if desired
 4. Place on ballot via Council resolution
 5. Secure at least 66.7% “yes” votes at election
 6. Upon passage, begin annual reporting on collections and expenditures

CITY-WIDE PARCEL ASSESSMENT

- What is it?

 - Benefit assessment
 - Weighted majority of affected properties
 - Must confer a special benefit to assessed parcels
 - Benefitting parcels pay the fee
 - Fees must go to the improvement of service
 - Examples: Landscaping, street lighting, etc.
- Annual revenue generation estimates for FY 2027 and FY 2028
- Procedures and timeline required for approval
 1. Identify special benefit
 2. Prepare engineer's report
 3. Resolution of intention
 4. Notice & mail ballots (45 days before hearing)
 5. Public hearing
 6. Weighted ballot tabulation
 7. Governing body confirms
 8. Annual reporting & compliance

DOCUMENTARY (PARCEL) TRANSFER TAX

- What is it?

- Assessed already by the State and some counties
- Sellers pay the fee, but negotiable
- Imposed at time of recording transfer of a property
- Requires Clayton to adopt a “Charter”
- State levy is \$1.10 /\$1K; SF is \$7.50/\$1K
- Extra Clayton rate would be combined with CCC
- Annual revenue generation estimates for FY 2027 and FY 2028
 - Estimated annual revenue for the City: \$60.5K - \$824.5K
- Procedures and timeline required for approval
 1. Consider a charter to enact rate above the State’s rate
 2. Without Charter, the top rate in Clayton would be \$0.55/\$1K
 3. For a general tax, a majority vote is sufficient.
 4. For a special tax, a two-thirds majority vote is required

SALES TAX

- What is it?
- Clayton already get 1% (Bradley/Burns) of the State's base 7.25% sales tax rate plus a bit for public safety
- Clayton can add on up to 1% of additional sales tax that comes to the City
- Sales tax is owed on most goods, however groceries, prescription meds & some services are excluded
- Taxable goods from out of state sellers are charged the sales tax rate as a use tax
- Annual revenue generation estimates for FY 2027 and FY 2028
 - Estimated annual revenue for the City: \$1.0M estimate from HdL with the additional 1% local tax
- Procedures and timeline required for approval
 - Local governments (cities, counties, or special districts) can propose additional local sales tax measures that add on top of the state base rate
 - These measures usually fund specific projects or services like transportation, public safety, or libraries
 - This is a special taxes, it must be approved by a two-thirds majority of voters in the local election
 - Local sales taxes are often placed on the ballot by local government ordinance or by citizen initiatives

SALES TAX COMPARISON

Antioch	9.75%
Brentwood	8.75%
Clayton	8.75%
Concord	9.75%
Danville	8.75%
El Cerrito	10.25%
Hercules	9.25%
Lafayette	9.25%
Martinez	9.75%
Moraga	9.75%
Oakley	8.75%
Orinda	9.75%
Pinole	10.25%
Pittsburg	9.25%
Pleasant Hill	9.25%
Richmond	9.75%
San Pablo	9.50%
San Ramon	9.75%
Walnut Creek	9.25%
Clayton	8.75%

UTILITY USER TAX (UUT)

- What is it?

 - A local tax imposed by cities or counties on the consumption of certain utility services. It's a form of revenue for local governments based on residents' and businesses' use of utilities
 - Electricity, gas, water, telecommunications are some of the utilities that can be assessed a UUT
 - Los Altos has a 3.2% tax on wired and wireless telecom and cable & 2.5% on prepaid wireless services
- Annual revenue generation estimates for FY 2027 and FY 2028
 - Los Altos collects \$94.60 per resident.
 - Estimated annual revenue for the City: \$1.02M
- Procedures and timeline required for approval
 - For a general tax, a majority vote is sufficient. For a special tax, which is dedicated to a specific purpose, a two-thirds majority vote is required
 - The tax must be applied to the consumption of utility services, and the rate must be clearly defined
 - Local governments are required to notify utility service providers of any changes to the UUT that would affect the collection and remittance of the tax

2024 TAX MEASURE RESULTS

County	City	Measure	Proposed Increase	Ballot Measure	Pass/Fail
Contra Costa	City of El Cerrito	Measure G	\$4 million	Extends 1% sales tax in perpetuity. Measure was going to sunset in 2027	81% Pass
	City of Lafayette	Measure H	\$2.4 million	.5% tax measure for years	65% Pass
	City of Pinole	Measure I	\$2.5 million	.5% additional tax	68% Pass
	City of San Ramon	Measure N	\$16 million	1% sales tax	56% Pass
Alameda	Pleasanton	Measure PP	\$10 million	.5% sales tax for 10 years	54.1% Fail
Solano	City of Dixon	Measure J	\$3 million	1% sales tax	56% Pass
	City of Rio Vista	Measure K	\$1.7 million	1% sales tax for 5 years	63% Pass
	City of Suisun City	Measure S	\$1.9 continued \$1.3 new	Extend current 1% tax for 15 years and increase an additional .75%.	72% Pass

CANNABIS DEVELOPMENT AGREEMENT (DA)

- What is it?
 - A legal contract between a cannabis business and a city. It outlines the terms and conditions under which the cannabis operation will develop and operate, ensuring compliance with both local ordinances and state regulations
 - Specifies any fees or revenue-sharing arrangements between the business and the city
 - City would also receive their Bradley-Burns share plus any local sales tax on each cannabis sale
- Annual revenue generation estimates for FY 2027 and FY 2028
 - Options for a flat dollar amount or a % of gross receipts
 - Estimated annual revenue for the City: \$500 to \$750K
- Procedures and timeline required for approval
 1. Change local prohibition on cannabis related business
 2. Identify interested cannabis retail business
 3. Negotiate a Development Agreement

REVENUE OPTIONS SUMMARY

Revenue Source	Estimated New Revenue	General or Special Purpose	Path to Approval
Parcel Tax		Special	Council, then Voters
Parcel Assessment		Special	Council, then Property-owners
Documentary Transfer Tax	\$60,000 - \$824,000	General or Special	Council, then Voters for Charter + Tax
Sales Tax	\$1,000,000	General or Special	Council, then Voters
Utility User Tax	\$1,000,000	General or Special	Council, then Voters
Cannabis Retail DA	\$500,000 - \$750,000	General or Special	Council

NEXT STEPS

- Answer any questions
- Receive feedback and direction on this report from Council after public comment
- Return on October 21, 2025, with additional information



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: Approve a Resolution Amending the Assistant City Manager/Administrative Services Director Job Classification and salary to Administrative Services Director.

RECOMMENDATION

Staff recommends that the City Council approve a Resolution authorizing the amendment of the Assistant City Manager/Administrative Services Director Job Classification to Administrative Services Director and amending the Salary Schedule from a Step A salary of \$196,790.43 and Step E of \$239,200.00 to a new Step A salary of \$148,064.84 and Step E of \$179,973.74.

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

Amending the job description and salary schedule per the resolution will result in more than \$59,000 in ongoing budget savings at the top salary step.

CEQA

The actions are administrative that will not have an impact on the environment and are categorically exempt from CEQA.

ATTACHMENTS

[Staff_Report_Reclass_Admin_Services_Dierictor_MOU_and_Salary_Schedule.pdf](#)

[Attachment_A_RESO_Reclass_Admin_Services_Director.pdf](#)

[Attachment_B_Reso_for_Mgmt_MOU.pdf](#)

[Attachment_C_Reso_for_Mgmt_Salary_Schedule.pdf](#)

[Attachment_D_Management_MOU_2025-2027_Amended_081925.pdf](#)

[Attachment_E_Salary_Schedule_FY25-26.pdf](#)

[Attachment_F_Admin_Svcs_Director_Job_Description.pdf](#)

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: August 19, 2025

SUBJECT: Adopt Resolutions Approving the Reclassification of the Assistant City Manager/Administrative Services Director to Administrative Services Director, amend the Management Memorandum of Understanding (MOU), and amend Clayton's Salary Schedule Effective August 19, 2025, in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule

RECOMMENDATION

Staff recommends that the City Council adopt three Resolutions for:

1. Approving the reclassification of the Assistant City Manager/Administrative Services Director to Administrative Services Director
2. Approving an amendment to the Memorandum of Understanding for the Management Employees Bargaining Unit.
3. Adopting the City of Clayton's Salary Schedule Effective August 19, 2025, in Conformance with CalPERS requirements to provide a publicly available salary schedule.

BACKGROUND

At the May 21, 2024, City Council meeting, the Acting City Manager proposed the need to create an Assistant City Manager/Administrative Services Director position. The council approved the recommendation, and the position was subsequently filled. During the recent vacancy at the position, staff determined that there is no operational need for the Assistant City Manager position, but there is a need for an Administrative Services Director to lead the areas of budget, finance, human resources, and information technology.

DISCUSSION

Reclassifying the position from Assistant City Manager to Administrative Services Director is a strategic organizational decision aimed at aligning leadership structure with the city's evolving operational and administrative priorities. The Assistant City Manager role is historically broad in scope, responsible for overseeing multiple departments and supporting high-level administrative and policy initiatives across the organization. While this generalist approach provides flexibility, it does not offer the level of direct oversight and technical expertise needed for specific, high-impact service areas. As the City of Clayton faces increasing demands related to housing, economic growth, infrastructure, and regulatory compliance, the need for specialized leadership becomes more pronounced. By reclassifying this role to an Administrative Services Director, the city is positioning itself to provide more focused, hands-on management of critical functions in the areas of budget, finance, human resources, and information technology.

This change will result in significant improvements in operational efficiency and customer service, especially for residents, developers, and business owners who interact frequently with the city. A director with deep subject-matter knowledge can streamline processes, implement relevant operation standards, and better coordinate efforts across departments, ensuring goals are accomplished in a timely and consistent manner. The reclassification also promotes accountability by placing responsibility for performance and outcomes squarely within a single department, rather than dispersing it among broader executive leadership. From an organizational perspective, this realignment supports broader restructuring efforts. This action also represents a more cost-effective staffing approach, particularly due to the director-level salary is lower than that of an ACM.

By reclassifying this position, the City is acknowledging the current scope and responsibilities of the role. This change also improves internal clarity, both in terms of reporting structure and accountability, and helps streamline decision-making by clearly defining the operational areas under the Director's leadership.

Approval of this operational structure will also eliminate the Assistant City Manager/Administrative Services Director from the Management MOU and replace it with an Administrative Services Director. The updated positions within the Management MOU

would be:

- Administrative Services Director
- Public Works Director / City Engineer
- City Clerk / Assistant to the City Manager
- Senior Planner
- Management Analyst
- Accountant

This action will also cause a need for an amendment to the currently adopted salary schedule. When amendments are made to the salary schedule, the City Council must adopt those amendments by resolution to keep aligning with requirements set by the California Public Employees' Retirement System (CalPERS), the City must ensure that employee compensation data, including base salaries and any forms of special compensation, is formally recognized and publicly accessible. This is a critical step in ensuring that earnable income is accurately reported and used in the calculation of retirement benefits. Through this reclassification process, staff discovered inconsistencies with prior salary schedules that need to be addressed. The corrections are as follows;

- The Administrative Clerk was amended to match the Police Administrative Clerk position. The top of the range should have been corrected from \$66,864.44 to \$66,342.71, a change of \$521.73 per year.
- The salary schedule for Maintenance Worker II adopted on July 15, 2025, top of the range was listed at \$69,378.11 and should be \$76,501.69. This was a formula error in the spreadsheet which duplicated the salary for Maintenance Worker I

The employees in these classifications are being compensated at the correct rate, but the adopted salary schedule was incorrect.

To this end, the City of Clayton's Salary Schedule must be formally adopted by the City Council during a publicly noticed meeting. In addition to the adoption of the salary schedule itself, all relevant documentation, including individual pay rates and special compensation details, must be made available to the public to satisfy transparency and compliance obligations under CalPERS regulations.

FISCAL IMPACT

There is a positive fiscal impact by this action; anticipated salary savings of \$40,000 in 2025/26 budget and estimated savings of \$65,000 in out years.

CEQA IMPACT

Adopting these resolutions is an administrative action that is exempt from CEQA.

ATTACHMENTS

Attachment A - Resolution Amending the Assistant City Manager/Administrative Services

Director Job Description to Administrative Services Director
Attachment B - Resolution Amending the Management Memorandum of Understanding
Attachment C - Resolution Clayton Salary Schedule
Attachment D - Management Employees Bargaining Unit Memorandum of Understanding
Attachment E - City of Clayton's Salary Schedule Effective August 19, 2025
Attachment F - Admin_Svcs_Director_Job_Description

RESOLUTION NO. 29-2025

AMENDING THE POSITION ASSISTANT CITY MANAGER / ADMINISTRATIVE SERVICES DIRECTOR TO ADMINISTRATIVE SERVICES DIRECTOR

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

WHEREAS, The City Council of the City of Clayton ("City") desires to amend the classification of Assistant City Manager / Administrative Services Director to Administrative Services Director; and

WHEREAS, staff has determined that this position is best aligned with the management employee group and exempt from overtime under the Federal Labor Standards Act; and

WHEREAS, the amendment to this position will result in significant improvements in operational efficiency and customer service; and

WHEREAS, The reclassification also promotes accountability by placing responsibility for performance and outcomes squarely within a single department; and

WHEREAS, reclassifying this role to an Administrative Services Director, the city is positioning itself to provide more focused, hands-on management of critical functions in the areas of budget, finance, human resources, and information technology

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton hereby amend the classification of Assistant City Manager / Administrative Services Director to Administrative Services Director

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton at a regular meeting held on the 19th day of August 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim Trupiano
Mayor, City of Clayton

ATTEST:

Skyler Aitken
Acting City Clerk

RESOLUTION NO. 30-2025

A RESOLUTION AMENDING THE CITY OF CLAYTON MANAGEMENT MEMORANDUM OF UNDERSTANDING EMPLOYMENT AGREEMENT TO REMOVE CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR AND REPLACE WITH ADMINISTRATIVE SERVICES DIRECTOR

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

WHEREAS, on July 15, 2025, the City Council approved the Management Memorandum of Understanding employment agreement; and

WHEREAS, The Assistant City Manager role is historically broad in scope, responsible for overseeing multiple departments; and

WHEREAS, it has been determined that there is no operational need for the Assistant City Manager position ; and

WHEREAS, it has been determined that there is an operational need for an Administrative Services Director to lead the areas of budget, finance, human resources, and information technology; and

WHEREAS, reclassifying the position from Assistant City Manager to Development Services Director is a strategic organizational decision aimed at aligning leadership structure with the city's evolving operational and administrative priorities

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby adopt the salary schedule effective August 15, 2025, for FY 2025 - 26 as shown in Attachment D.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California during a public meeting thereof held on August 15, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim Trupiano
Mayor, City of Clayton

ATTEST:

Skyler Aitken
Acting City Clerk

RESOLUTION NO. 31-2025

A RESOLUTION AMENDING THE CITY OF CLAYTON SALARY SCHEDULE FOR FISCAL YEAR 2025 - 26 IN CONFORMANCE WITH CALPERS REQUIREMENT TO PROVIDE A PUBLICALLY AVAILABLE PAY SALARY SCHEDULE

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

WHEREAS, on July 15, 2025, the City Council did receive a presentation on the proposed budgets for operation of the City of Clayton in Fiscal Years 2025 – 26 and 2026 - 27 commencing July 1, 2025; and

WHEREAS, in an action on June 17, 2025, the City Council approved a Memorandum of Understanding for the Miscellaneous Employees bargaining unit effective July 1, 2025, through June 30, 2027; and

WHEREAS, in a separate action on July 15, 2025, the City Council approved a Memorandum of Understanding for the Management Employees bargaining unit effective July 1, 2025, through June 30, 2027; and

WHEREAS, In a separate action this evening the City Council approved amending the position of Assistant City Manager / Administrative Services Director to the classification of Administrative Services Director with a salary amendment; and

WHEREAS, the California Public Employees Retirement System (CalPERS) regulations require member agencies formally adopt a publicly available pay schedule under Government Code section 20636(b)(1) and California Code of Regulations (CCR) Section 570.5; and

WHEREAS, the information contained in the salary schedule effective as of July 15, 2025, for FY 2025 - 26 reflects approved employee contracts memoranda of understanding with the City's Miscellaneous labor group, the City's Management labor group, and various City resolutions governing compensation; and

WHEREAS, CalPERS regulations require all this information be included in one document.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby adopt the salary schedule effective August 15, 2025, for FY 2025 - 26 as shown in Attachment D.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California during a public meeting thereof held on August 15, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim Trupiano
Mayor, City of Clayton

ATTEST:

Skyler Aitken
Acting City Clerk

**TERMS AND CONDITIONS OF EMPLOYMENT FOR THE
MANAGEMENT CITY EMPLOYEES UNIT EFFECTIVE
July 1, 2025 through June 30, 2027**

ARTICLE 1: PREAMBLE

This agreement, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and its Undesignated Miscellaneous City Employees, hereinafter referred to as "Unit", is hereby effective July 1, 2025 through June 30, 2027.

It is the intent and purpose of this document to set forth the understanding and agreement of the parties reached as a result of meeting and consulting in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the Unit. Any and all other employment matters not contained in this document are applicable as found in the City's "Personnel Systems and Guidelines" dated March 1993.

ARTICLE 2: GROUP DESCRIPTION

The following job classifications are members of this Unit for purposes of the agreements in this document:

Job Classifications

Administrative Services Director
City Clerk / Assistant to the City Manager
Public Works Director/City Engineer
Management Analyst
Accountant
Senior Planner

All classifications are considered "at-will". The City Manager may terminate employment at any time. Because these positions work at the will of the City Manager, they do not serve a probationary period. This paragraph is declaratory of existing rights and status, as has been previously memorialized in the City's Handbook.

ARTICLE 3: PERSONNEL FILES

The City's secure personnel files, maintained in the city offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 4: WORK HOURS AND PAYROLL CYCLE

The work period (hours) for classification and corresponding compensation in this Unit will be 40 work hours in a 7-day work period (which runs from 12:00 a.m. Monday through 12:00 midnight Sunday), paid bi-weekly every 14 days.

Any employee in this Unit scheduled to regularly work less hours than the defined work period shall receive a corresponding pro-rated portion of the monthly compensation and employee benefits outlined in Articles 5, 6, and 8 below to the extent permitted by the applicable plan.

The pay period for all employees shall be bi-weekly. The pay period is two consecutive 7-day work periods beginning 12:00 a.m. Monday through 12:00 midnight the second Sunday thereafter. There are twenty-six (26) pay periods in a fiscal year from July 1 through June 30. Time sheets are due to Payroll at the start of the day work shift the Monday following close of the pay period Sunday. City pay checks are available and distributed on the Friday after the close of a pay period.

NOTE: From time to time, Payroll deadlines for submittal of time sheets and actual pay day may be altered due to designated City holidays. Payroll will notify all employees in advance when these circumstances arise. The time sheet deadline may be adjusted as needed to meet City payroll deadlines. Employees required to estimate hours worked due to an early time sheet deadline shall do so based on an employee's normally assigned work schedule.

ARTICLE 5: COMPENSATION

Section 5.1 Wages

- A. Effective 01 July 2025, the monthly base salary ranges for the following job classifications in this unit shall be increased by four percent (4%);
 - i. Assistant City Manager/Administrative Services Director
 - ii. City Clerk/Assistant to the City Manager
 - iii. Accountant

B. Effective 01 July 2026, the monthly base salary for the following job classifications in this unit shall be increased by three percent (3%);

- i. Administrative Services Director
- ii. City Clerk/Assistant to the City Manager
- iii. Public Works Director/City Engineer
- iv. Management Analyst
- v. Senior Planner
- vi. Accountant

5.2 Salary Schedule Advancement

Employees who have not yet reached Step E for their respective classifications may be eligible for a merit increase step increase once yearly on their annual salary anniversary dates. Eligibility is contingent on above satisfactory evaluation, and such merit step increase must be approved in writing by the City Manager. In no event shall a merit step increase be earned or granted beyond Step E or the expiration date of this agreement.

5.3 Certification Pay

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive Notary Pay of \$50.00 per month.

Designated Employees will be required to successfully complete any and all training courses and pass any associated testing.

5.4 Deferred Compensation

Employer maintains a deferred compensation plan pursuant to Internal Revenue Code Section 457 ("the Plan"). Employer shall provide a monthly contribution of \$100, paid directly into the Plan on Employee's behalf. In addition, Employee shall match at a minimum the employer's contribution from their own wages to the Plan, subject to limitations and restrictions imposed by the Plan and applicable law.

5.5 Longevity Pay

Employees listed in this agreement who have achieved the following years of service shall receive the Longevity Pay Incentive applied to base pay as shown. Years of service only pertain to City of Clayton service time. Percentages are not cumulative.

- Five Years 2%
- Ten Years 3%
- Twenty Years 5%

ARTICLE 6: MEDICAL, DENTAL, AND LIFE/ACCIDENTAL DEATH DISMEMBERMENT INSURANCE

Section 6.1 City contribution to Medical and Dental Insurance Premiums

The maximum monthly City premium contribution for medical and/or dental insurance coverage for regular, full-time members of this Unit shall be paid by the City in accord with the following employee subscription enrollment schedule:

The City's maximum premium contribution to employee-enrolled medical and dental insurance coverage shall be as follows:

1. Medical Insurance (thru CalPERS' Public Employees' Medical and Hospital Care Act). The City's maximum monthly co-pay contribution specified below is benchmarked to the least costly medical insurance program offered between Blue Shield Net Value HMO or Kaiser Permanente plans. Should a member of this Unit elect to enroll in CalPERS medical insurance plan with a corresponding monthly premium higher than the least costly premium between the two medical plans listed above, the employee is responsible for 100% of the added premium cost above the least costly plan's premium for each of the enrollment options noted below:

- A. Employee Only enrollment: City Pays 100% of the selected Plan premium.
- B. Employee + 1 Dependent enrollment: City pays 100% of the selected Plan premium for the Employee Only and 50% of additional premium expense for the one (1) Dependent.
- C. Employee + Family enrollment: City pays 100% of the selected Plan premium for the Employee Only and 59.375% additional premium expense for the Family.

2. Dental Insurance (thru the Municipal Pooling Authority's Delta Dental Health Care Employees/Employers Dental Trust)

- A. Employee Only enrollment: City pays 100% of the Plan premium.

B. Employee + 1 Dependent enrollment: City pays 100% of the Plan premium for the Employee Only and 46.8% of additional premium expense for the one (1) Dependent.

C. Employee + Family enrollment: City pays 100% of the Plan premium for the Employee Only and 60.94% of additional premium expense for the Family.

Proration of the above City premium contributions for permanent part-time eligible employees shall be calculated and applied based on said employee's percentage of regularly-scheduled work hours as to regularly-scheduled forty (40) hours work week, (e.g., an employee scheduled to work 24 hours per week received sixty (60) percent of the City's premium contributions).

Section 6.2 Medical In-Lieu

Upon proof to the City Manager of medical coverage from another source, employees may elect to receive \$400.00 per month in lieu of the City's contribution to the employee's medical plan. An eligible employee will be paid on a pro rata basis.

Section 6.3 Life/Accidental Death/Dismemberment Insurance

The City will contract and pay the full premium to enroll each department full-time and part-time employee in a \$50,000 face amount life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

Section 6.3 Short Term and Long-Term Disability Insurance

The City shall continue to provide and pay for short term (STD) and long-term disability (LTD) insurance(s) at the benefit level in place in June 2025 on behalf of each employee of this unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

ARTICLE 7: EMPLOYEE RETIREMENT PENSION SYSTEM

The City is a member of the California Public Employees' Retirement System, hereinafter referred to as "CalPERS". All regular full-time and regular part-time employees of this Unit are required by contract and corresponding law to be participating members of this retirement system.

Section 7.1 Tier I "Classic" Existing Employees as of June 30, 2010

By contract, the City and its eligible employees of this Unit are members of the 2% at age 55 Miscellaneous Employees CalPERS retirement system. The City shall pay the entire required

Employer CalPERS rate and share for this Miscellaneous Retirement System and all increase in rate thereof during the term of this Agreement, including any

costs of administration. In addition, the City shall pay 100% of the current 7% Employee CalPERS fixed rate and share for member of this Miscellaneous Retirement System.

Section 7.2 Tier II Retirement System for "Classic" Employees

By contract, all regular full-time and regular part-time employees of this Unit hired on or after July 1, 2010 are required to be participating members in the California Public Employees' Retirement System ("CalPERS"). In addition, any new City employees hired after that date but deemed "Classic" CalPERS members due to enrollment and active participation in a CalPERS pension system through another CalPERS public agency, as defined by state law, shall become members of the City's Tier II CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 60" Miscellaneous Retirement System.

The City shall pay the entire required Employer CalPERS rate for this "2% at age 60" retirement system and all increases in the rate thereof, and the employee shall pay 100% of the entire required Employee CalPERS fixed rate. For purpose of calculating eligible retirement pension, the 2% at 60 Plan shall be the average of the highest 3 years of eligible compensation paid to the employee.

Section 7.3 Tier III Retirement System for New Members of this Unit

By contract, all regular full-time and regular part-time employees of this Unit hired on or after January 1, 2013, that are CalPERS "new" members as defined by statute shall become members of the City's Tier III CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 62" Miscellaneous Retirement System.

The City and employee enrolled in this CalPERS plan shall each pay fifty percent (50%) of the "normal cost rate", as defined in the Public Employees' Pension Reform Act (PEPRA), and as calculated by CalPERS. The "normal cost rate" is subject to annual change as ordered by CalPERS.

ARTICLE 8: HOLIDAYS AND LEAVES

Section 8.1 Eligibility for Paid Leave

Permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period will earn each paid leaves at a rate proportionate to their number of bi-weekly regularly scheduled work hours.

Section 8.2 Holiday Leave

Permanent regular employees of this Unit shall receive the following eleven (12) 8-hour days of paid holiday leave each calendar year:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Juneteenth	June 19
Independence Day	July 4
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day After Thanksgiving
December 24	
December 25	

Holidays falling on non-workdays will be observed on the nearest regular workday. Non-exempt employees must be in a paid status the day before or day following a paid holiday (or be on a pre-approved paid leave) in order to earn the paid holiday.

Staff shall receive eight (8) hours of paid leave on the above-mentioned holidays. Those staff working alternative work schedules may choose to utilize approved leave banks such as vacation, personal, or administrative leave, to cover the additional normal hours worked on that given day or work additional hours during that same week to equal the amount of leave that would otherwise be utilized. For example, if an employee works 4- 10 schedule, they would receive 8 hours of holiday pay on the above-mentioned holidays and could utilize 2 hours of leave on that day to make up the difference or work 2 additional hours that same week, either option will be allowed.

Section 8.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 8.2, all members of this Unit shall receive twenty-four (24) hours of paid Personal Leave in each fiscal year. Said leave hours will be credited on July 1st of each year and shall be taken at the employees' discretion, with the advance consent of their supervisor. If one's Personal Leave hours are not used or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited.

Permanent regular employees working less than a 40-hour work week shall receive paid Personal Leave hours on a pro-rata basis based on their number of regularly scheduled work hours per week. Unused Personal Leave is not compensable on separation of employment.

Section 8.4 Vacation Leave

- A. Permanent regular employees of this Unit shall be entitled to earn annual paid vacation leave with pay. Vacation leave credit for a 40-hour work week employee shall be accrued on the following basis:

Month 1 through Month 24:	6.67 hours per month
Month 25 through Month 48:	8.00 hours per month
Month 49 through Month 96:	10.00 hours per month
Month 97 through Month 180:	13.33 hours per month
Month 181 and thereafter:	16.67 hours per month

- B. Vacation leave credit for permanent regular employees working less than a 40-hour week shall be credited as in Section "A" above on a pro-rata basis based upon the number of hours regularly scheduled to work per week.
- C. Vacation leave may be used as earned, subject to the advance approval of one's department manager, based on staffing requirements.
- D. Vacation leave may only be used in increments of one-quarter (0.25) hour or more.
- E. Vacation leave may be accrued to a maximum number of hour's equivalent to twenty-four (24) times one's current monthly accrual rate.
- F. Upon leaving City employment, the employee will be paid for all accrued, unused vacation leave.
- G. An employee may elect once per fiscal year to convert accrued vacation leave hours into accrued sick hours before the end of the fiscal year at a conversion rate of one (1) hour of accrued vacation into one-half (0.50) hour of sick leave, provided the employee's accrued vacation leave balance exceeds their annual vacation accrual specified in sub-section "A" above at the time of conversion.
- H. An employee may elect to convert 40 hours of accrued vacation leave per calendar year in accordance with the "Leave Sell-Back" Administrative Policy. Election for participation in the program shall occur no later than 60 days prior to the start of the new calendar year. The cash-out period shall generally occur 12 months after the

election. At the time of cash out, the employees' vacation leave balance may not fall below 40 hours after participation in this program.

- I. The City Manager may assign FLSA Exempt classification an accrual rate commensurate with their experience, not to exceed the maximum accrual rate above.

Section 8.5 Sick Leave

- A. Paid sick leave is earned at the rate of eight (8) hours for each month worked. Permanent regular employees working less than a 40-hour work week shall earn paid sick leave hours on a pro-rata basis based on their number of hours regularly scheduled to work per week.
- B. Maximum accrual of sick leave is limited to nine-hundred sixty (960) hours of unused leave.
- C. Unused sick leave shall not be paid off in cash upon separation from City employment. The City contracts with CalPERS for retirement benefits and is subject to Section 20965 - Credit for Unused Sick Leave.
- D. Up to forty (40) hours of accrued sick leave may be used by an employee to attend a funeral of close family members (which means spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law), with the approval of the City Manager.
- E. Employees may use accrued sick leave for non-work-related disabilities or illnesses up to the effective or commencement date of short-term or long-term disability benefits or as otherwise required by law.
- F. A physician's report may be required by one's department manager for extended periods of sick leave usage by an employee in this Unit, or if in the determination of the City Manager, the employees exhibit greater than average, or unusual patterns or circumstances in their use of sick leave.
- G. Employees unable to return to work within six (6) months of the date of disability (whether work or non-work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state or federal law.
- H. Employees who have accumulated two-hundred forty hours or more of accrued sick leave may be credited, at the employee's written request, with two additional vacation leave hours for each consecutive three (3) month period in which no paid sick leave was used by the employee.

Section 8.6 Management Leave

In lieu of earning overtime or compensatory time off, FLSA Exempt managers (as designated by the City Manager) will be granted up to a maximum of one-hundred twenty (120) hours of paid management leave each fiscal year. The amount available to each management employee may vary, at the discretion of the City Manager.

Management leave hours will be credited to the designated manager's leave time account at the commencement of each fiscal year in the total number of hours granted by the City Manager to that employee. Management leave must be used within the fiscal year in which is earned, and unused leave has no cash value and will not be paid in cash or any other form of compensation upon separation from City employment.

ARTICLE 9: BILINGUAL PAY

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive bilingual pay of \$75.00 per month.

Designated Employees will be required to demonstrate conversational fluency in a language (e.g., Spanish) as determine by the City Manager based on community/public needs and organizational usage. The City may administer a competency test to certify fluency of the Employee in the designated language. Any such certification shall be a condition prior to Employee qualifying for monthly bilingual pay.

ARTICLE 10: TERM OF AGREEMENT

Except as indicated herein, this Agreement shall be effective commencing July 1, 2025, and continue to and through June 30, 2027.

IN WITNESS THEREOF, this agreement is entered into by the following authorized representative(s) on this 17 day of JUNE 2025, pursuant to the provision of CA Government Code Section 3500, et seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON UNDESIGNATED MANAGEMENT CITY EMPLOYEES (UNIT)

By: _____
Jennifer, Giantvalley, Unit Representative

CITY OF CLAYTON, CA (CITY)

By: _____
Mala Subramanian, City Attorney

BY: _____
Kris Lofthus, City Manager

City of Clayton Salary Schedule FY 2025-26

Admin/Finance								
City Manager	City Manager	Effective 7/1/2024	Monthly				\$ 20,000.00	\$ 20,833.33
			Hourly				\$ 115.38	\$ 120.19
			Annually				\$ 240,000.00	\$ 250,000.00
				A	B	C	D	E
Administrative Services Director	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 12,338.74	\$ 12,955.67	\$ 13,603.46	\$ 14,283.63	\$ 14,997.81
			Hourly	\$ 71.19	\$ 74.74	\$ 78.48	\$ 82.41	\$ 86.53
			Annually	\$ 148,064.84	\$ 155,468.08	\$ 163,241.49	\$ 171,403.56	\$ 179,973.74
Public Works Director/City Engineer	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 14,247.50	\$ 14,959.87	\$ 15,707.87	\$ 16,493.26	\$ 17,317.93
			Hourly	\$ 82.20	\$ 86.31	\$ 90.62	\$ 95.15	\$ 99.91
			Annually	\$ 170,970.00	\$ 179,518.50	\$ 188,494.42	\$ 197,919.14	\$ 207,815.10
City Clerk/Assistant to CM	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 9,384.49	\$ 9,853.71	\$ 10,346.40	\$ 10,863.72	\$ 11,406.90
			Hourly	\$ 54.14	\$ 56.85	\$ 57.39	\$ 62.68	\$ 65.81
			Annually	\$ 112,613.84	\$ 118,244.53	\$ 124,156.76	\$ 130,364.59	\$ 136,882.82
Management Analyst	Miscellaneous City Employee	Effective 2/18/25	Monthly	\$ 7,583.17	\$ 7,962.33	\$ 8,360.44	\$ 8,778.46	\$ 9,217.39
			Hourly	\$ 43.75	\$ 45.94	\$ 48.23	\$ 50.64	\$ 53.18
			Annually	\$ 90,998.00	\$ 95,547.90	\$ 100,325.30	\$ 105,341.56	\$ 110,608.64
Accountant	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 7,262.78	\$ 7,625.92	\$ 8,007.21	\$ 8,407.57	\$ 8,827.95
			Hourly	\$ 41.90	\$ 44.00	\$ 46.20	\$ 48.51	\$ 50.93
			Annually	\$ 87,153.32	\$ 91,510.99	\$ 96,086.54	\$ 100,890.87	\$ 105,935.41
Administrative Clerk	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 4,548.36	\$ 4,775.78	\$ 5,014.57	\$ 5,265.29	\$ 5,528.56
			Hourly	\$ 26.24	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90
			Annually	\$ 54,580.31	\$ 57,309.33	\$ 60,174.79	\$ 63,183.53	\$ 66,342.71
Community Services Leader	Miscellaneous City Employee	Effective 7/1/2025	Hourly (Part Time)	\$ 17.92	\$ 18.82	\$ 19.76	\$ 20.74	\$ 21.78
Maintenance				A	B	C	D	E
Maintenance Senior	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,746.26	\$ 6,033.58	\$ 6,335.26	\$ 6,652.02	\$ 6,984.62
			Hourly	\$ 33.15	\$ 34.81	\$ 36.55	\$ 38.38	\$ 40.30
			Annually	\$ 68,955.16	\$ 72,402.92	\$ 76,023.07	\$ 79,824.22	\$ 83,815.43
Maintenance Worker I	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 4,756.46	\$ 4,994.29	\$ 5,244.00	\$ 5,506.20	\$ 5,781.51
			Hourly	\$ 27.44	\$ 28.81	\$ 30.25	\$ 31.77	\$ 33.35
			Annually	\$ 57,077.55	\$ 59,931.42	\$ 62,927.99	\$ 66,074.39	\$ 69,378.11
Maintenance Worker II	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,244.84	\$ 5,507.09	\$ 5,782.44	\$ 6,071.56	\$ 6,375.14
			Hourly	\$ 30.26	\$ 31.77	\$ 33.36	\$ 35.03	\$ 36.78
			Annually	\$ 62,938.13	\$ 66,085.04	\$ 69,389.29	\$ 72,858.76	\$ 76,501.69
Seasonal Maintenance Worker-Temporary	Miscellaneous City Employee	Effective 7/15/25	Hourly (Part Time)	\$ 22.50	\$ 23.63	\$ 24.81	\$ 26.05	\$ 27.35
Planning				A	B	C	D	E
Senior Planner	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 9,001.75	\$ 9,451.84	\$ 9,924.43	\$ 10,420.65	\$ 10,941.68
			Hourly	\$ 51.93	\$ 54.53	\$ 57.26	\$ 60.12	\$ 63.13
			Annually	\$ 108,021.00	\$ 113,422.05	\$ 119,093.15	\$ 125,047.81	\$ 131,300.20
Community Development Technician	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,139.63	\$ 5,396.61	\$ 5,666.44	\$ 5,949.76	\$ 6,247.25
			Hourly	\$ 29.65	\$ 31.13	\$ 32.69	\$ 34.33	\$ 36.04
			Annually	\$ 61,675.53	\$ 64,759.31	\$ 67,997.27	\$ 71,397.14	\$ 74,966.99
Police				A	B	C	D	E
Chief of Police	Police Chief	Effective 2/18/25	Monthly	\$ 12,338.74	\$ 12,955.67	\$ 13,603.46	\$ 14,283.63	\$ 14,997.81
			Hourly	\$ 71.19	\$ 74.74	\$ 78.48	\$ 82.41	\$ 86.53
			Annually	\$ 148,064.84	\$ 155,468.08	\$ 163,241.49	\$ 171,403.56	\$ 179,973.74
Police Office Coordinator	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,387.25	\$ 5,656.61	\$ 5,939.44	\$ 6,236.41	\$ 6,548.23
			Hourly	\$ 31.08	\$ 32.63	\$ 34.27	\$ 35.98	\$ 37.78
			Annually	\$ 64,646.97	\$ 67,879.32	\$ 71,273.28	\$ 74,836.95	\$ 78,578.79
Police Administrative Clerk	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 4,548.36	\$ 4,775.78	\$ 5,014.57	\$ 5,265.29	\$ 5,528.56
			Hourly	\$ 26.24	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90
			Annually	\$ 54,580.31	\$ 57,309.33	\$ 60,174.79	\$ 63,183.53	\$ 66,342.71
Police Officers	Police Officers' Association	Effective 7/1/2025	Monthly	\$ 7,969.16	\$ 8,367.61	\$ 8,785.99	\$ 9,225.29	\$ 9,686.56
			Hourly	\$ 45.98	\$ 48.27	\$ 50.69	\$ 53.22	\$ 55.88
			Annually	\$ 95,629.87	\$ 100,411.36	\$ 105,431.93	\$ 110,703.52	\$ 116,238.70
Police Sergeant	Police Officers' Association	Effective 7/1/2025	Monthly	\$ 9,363.48	\$ 9,831.66	\$ 10,323.24	\$ 10,839.40	\$ 11,381.37
			Hourly	\$ 54.02	\$ 56.72	\$ 59.56	\$ 62.54	\$ 65.66
			Annually	\$ 112,361.80	\$ 117,979.89	\$ 123,878.89	\$ 130,072.83	\$ 136,576.47

Final adopted 8-19-25

Job Description

Administrative Services Director

DEFINITION

Under general direction, directs the activities of the Administrative Services Department; develops plans, goals, and objectives for the Department; advises the City Manager on matters pertaining to departmental functions; contributes to overall City management as a member of the City's Executive Team in the administration of general City policies, programs, and concerns; may serve as acting City Manager; and performs related work as required.

CLASS CHARACTERISTICS

The Administrative Services Director serves as a member of the City's executive team and provides advice and counsel to the City Manager regarding strategic policy, City position, and problem-solving issues relating to the assigned departments/divisions of the City overall. The Administrative Services Director may also be responsible for directing and managing the city in the absence of the City Manager. A person appointed to the Administrative Services Director classification is an "at-will" employee and serves at the pleasure of the City Manager.

TYPICAL JOB FUNCTIONS

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

- Plans, organizes, directs, and coordinates operations of the Administrative Services Department which consists of the Finance and Human Resources Departments and provides leadership for Information Technology related matters.
- Oversees City-wide financial activities including budget creation and monitoring, forecasts and investments, policies and procedures, and financial operations; advises the City Council, the City Manager, and department directors on matters involving the City's financial condition.
- Plans, organizes, staffs, directs, and coordinates the Human Resources functions, including labor relations; employee relations; benefits design and administration; workers' compensation; recruitment, testing, and retention; classification and

compensation; employee and organizational training, development, and recognition; performance management; and policy development.

- Ensures compliance with applicable legislative, regulatory, and judicial mandates, regulations, and current professional best practices; reviews, interprets, develops, and recommends changes to the City's policies, personnel rules, regulations, and procedures; plans, establishes, and maintains systems and business controls to support effective and efficient City-wide human resources programs.
- Develops and recommends to the City Manager departmental goals, objectives, and programs; oversees the development and implementation of fiscal and information technology strategic plans; develops and manages the Department's budget.
- Ensures the City implements and maintains high quality information systems and technology; serves as an effective advocate for Information Technology and the business units it serves.
- Directs the development of Department programs, establishes policies, procedures, and guidelines to be observed in the supervision of the respective divisions.
- Directs the development and implementation of training programs for Administrative Services staff; oversees the Department's performance management; reviews workloads and establishes work schedules.
- Addresses community groups on a variety of City administrative matters; prepares and presents to the City Manager and the City Council oral and written reports; conducts special studies and works on projects as assigned by the City Manager; acts for the City Manager as assigned.
- Establishes, within City policy, appropriate service and staffing levels for assigned functions; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Assesses and monitors workload, administrative and support systems, and internal reporting relationships for assigned areas of responsibility; identifies opportunities for improvement; direct and implement changes.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Participates in the preparation, coordination, and presentation of the City's annual budget, capital improvement budget, and internal fiscal control measures;

participates in the development and presentation of financial forecasts and historical information including reviewing expenditures and revenues.

- Participates in the development of City goals, objectives, policies, and priorities; incorporates community input into goals and objectives for the City for the City Manager's and City Council's approval; develops new policies in consultation with the City Manager; confers with Department Directors and employees regarding significant policy and procedural changes.
- Coordinates and participates in providing responsible staff assistance and professional analysis and advice to the City Manager, City Council, and other City boards and commissions assigned; attends City Council meetings and other public meetings to assist or represent the City Manager.
- Supervises and/or conducts studies, surveys, and the collection of information on difficult operational and administrative problems; analyzes findings and prepare reports of practical solutions for review.
- Serves as a resource for department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Serves as acting City Manager as required; oversees City operations in the City Manager's absence; provides assistance to the City Council.
- Performs related duties as assigned.

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

QUALIFICATIONS

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

Knowledge of:

- Thorough knowledge of the theories, principles, and practices of administration and management.
- Considerable knowledge of municipal and governmental budgeting, accounting, auditing, treasury management, and revenue forecasting.

- Considerable knowledge of local government investment policy, investment strategies, interest bearing instruments, and cash flow forecasting.
- Considerable knowledge of best practices for human resources administration in the public sector.
- Considerable knowledge of information systems, technology, and applications, including current trends and practices, and a keen understanding of the strategic planning process for the City's current and future technological needs.
- Knowledge of standards and best practices related to financial operations, technology, information security, and procurement.
- Working knowledge of the laws and court decisions which relate to finance and human resources.
- Working knowledge of the dynamics of City government and general problems faced.
- Skill in communicating effectively in English both orally and in writing; making presentations; and responding to questions clearly and concisely.
- Skill in problem solving, negotiation, and collaboration.
- Skill in supervising, evaluating, and training assigned staff.
- Skill in interacting effectively with the general public, City departments and officials, State, County, and Federal government, and private agencies in coordinating activities and resolving problems.
- Current social, political, and economic trends and operating characteristics/problems of municipal government.
- Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.

Ability to:

- Provide effective leadership and consultation to department directors, managers, and other City staff and coordinate a variety of program activities.
- Participate in the development and administration of City-wide goals, objectives, work standards, internal controls, and methods for evaluating achievement and performance levels.

- Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
- Research, analyze, interpret, summarize, and present administrative and technical information and data in an effective manner
- Represent the City Manager to the general public and representatives of other agencies. Effectively present information to top management, public groups, and/or boards of directors.
- Delegate authority and responsibility.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience:

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

- A bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field.
- A master's degree is highly desirable.

and

- Six years of progressively responsible administrative or staff experience in municipal government including four years of increasingly responsible management experience.

Licenses and Certifications:

Must possess and maintain a valid California Class C driver license and satisfactory driving record.

Notary Public certification is desirable.

ATTACHMENT A

CITY OF CLAYTON PLANNING COMMISSION RESOLUTION NO. 03-2025

A RESOLUTION OF THE CLAYTON PLANNING COMMISSION APPROVING A SITE PLAN REVIEW PERMIT TO ALLOW THE CONSTRUCTION OF ONE SINGLE-FAMILY RESIDENCE AND ATTACHED ACCESSORY DWELLING UNIT ON LOT LOCATED AT 5569 MORNINGSIDE DRIVE (SPR-01-2025)

WHEREAS, the City received an application from Thomas Ducharme requesting approval of a Site Plan Review Permit to allow the construction of a 5,352-square foot single family residence and attached 611 square foot accessory dwelling unit (Project) on the subject parcel (APN: 118-110-011) at 5569 Morningside Drive; and

WHEREAS, Section 17.44.020 of the Clayton Municipal Code (CMC) authorizes the Planning Commission to approve a Site Plan Review Permit in accordance with the standards of review in CMC Section 17.44.040; and

WHEREAS, the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Categorical Exemption Class 3, Section 15303 (New Construction or Conversion of Small Structures), of the State Guidelines for Implementation of CEQA; and

WHEREAS, on July 8, 2025, the Clayton Planning Commission held a duly-noticed public hearing on the Site Plan Review Permit request (SPR-01-2025), and received and considered testimony and evidence, both spoken and documentary.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission does determine the foregoing recitals are true and correct and makes the following Findings for Approval of Site Plan Review Permit application SPR-01-2025 based on the Site Plan Review Permit Standards of Review:

A. The use is in conformity with the General Plan and any applicable Specific Plan;

The Project is consistent with the General Plan designation and policies since the Project consists of the construction of a single-family residence and attached ADU, a permitted use within the Rural Estate land use designation. There is no established Specific Plan that is applicable to the Project.

B. The use is in conformity with City-adopted standards in the Zoning Ordinance as related to Site Plan Review Permits;

In accordance with Clayton Municipal Code Section 17.44.020., since the Project is comprised of structures over 16 feet in height and an area in excess of 750 square feet, a Site Plan Review Permit is required for the design of all new developments in any zoning district within the City. The Project conforms to all development standards as required for properties within the R-40-H zoning district defined in Clayton Municipal Code Chapter 17.16 for setbacks, building height, floor area, and building area governing single-family residential development.

C. Shall not negatively affect the general safety (e.g., seismic, landslide, flooding, fire, traffic) of the City or surrounding area;

The Project preserves the general safety of the community regarding seismic, landslide, flooding, fire, and traffic hazards since the Project will be constructed in compliance with the Clayton Municipal Code, California Building Standards Code, and other agency regulations where applicable.

D. Shall maintain solar rights of adjacent properties;

The Project will not block adjacent properties from direct sunlight from any angle of the ecliptic.

E. Shall reasonably maintain the privacy of adjacent property owners and/or occupants;

The Project reasonably maintains the privacy of adjacent property owners and/or occupants since the Project conforms with all development standards of the Clayton Municipal Code Chapter 17.16 Single Family Residential (R-40-H), in keeping with the surrounding properties along Morningside Drive that contain large lots with ample setbacks that place existing adjacent residences away from the proposed residences on the Project Site.

F. Shall reasonably maintain the existing views of adjacent property owners and/or occupants;

The Project reasonably maintains the existing views of adjacent property owners and/or occupants since the Project Site is located downslope from and below existing surrounding ridgelines and daylight lines and would not prevent property owners and/or occupants inhabiting existing residences from continuing to see the existing surrounding contours of these existing slopes and other attributes in and around the Mount Diablo Creek riparian corridor and the small valley surrounding the Mitchell Creek riparian corridor.

G. Shall be complementary, although not identical, with adjacent existing structures in terms of materials, colors, size, and bulk;

The Project is complementary, although not identical, with neighboring structures in terms of materials, colors, size, and bulk since the proposed residences have been designed with exterior colors and materials that are complementary with the natural setting as well as the colors and materials of existing adjacent residences as well as utilizing proposed designs styles that include volume and massing consistent with the size and bulk of existing adjacent residences.

H. Shall be in accordance with the design standards for manufactured homes per Section 17.36.078 of the Clayton Municipal Code;

The Project as proposed does not include the construction of any manufactured homes; therefore, this finding is not applicable.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission does hereby approve Site Plan Review Permit SPR-01-2025 to allow the construction of one custom single family residence with an attached ADU located at 5569 Morningside Drive, subject to the following Conditions of Approval:

1. The applicant shall indemnify, protect, defend, and hold harmless the City and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, actions, causes, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including, but not limited to, attorney's fees, costs, and disbursements arising out of or in any way relating to the issuance of this entitlement, any actions taken by the City relating to this entitlement, and any environmental review conducted under the California Environmental Quality Act for this entitlement and related actions.
2. Prior to issuance of a building permit or final inspection for the construction of the residence and ADU, as applicable, the applicant shall pay all outstanding planning permit fees, and development impact fees as listed below.
 - A. All balances for application permit process.
 - i. Community Facilities Development Impact Fee: \$450
 - ii. Offsite Arterial Improvement Development Impact Fee: \$1,456
 - iii. Childcare Development Impact Fee: \$205
 - iv. Parkland Dedication Development Impact Fee: \$2,569
 - v. Fire Development Protection Development Impact Fee: \$300 per unit.
 - vi. Construction and Demolition Recycling Fee: \$5,551 (\$1.00 per/sq. ft. of new area).
 - vii. Stormwater Pollution Prevention Permit and Inspection (Construction SWPPP) Fee: (Major) \$5000 minimum deposit against which inspection time is charged.
 - viii. Stormwater Operation and Maintenance Annual Inspection Fee: \$45
 - ix. Stormwater Operation and Documentation Annual Compliance Review Fee: \$45
 - x. Stormwater Operation and Maintenance Annual Report Preparation Fee: \$53
3. Any major changes to the Project shall require Planning Commission review and approval. Any minor changes to the Project shall be subject to City staff review and approval.
4. The applicant shall obtain the necessary permits from the Building Division of the Contra Costa County Department of Conservation and Development. All construction shall comply with the California Building Code.
5. Prior to issuance of any Building Permit, the applicant shall obtain all required construction and fire sprinkler permits from the Contra Costa County Fire Protection District (CCCYPD), including approval of fire flow tests, hydrant access, and sprinkler system design. Compliance with CCCYPD standards for water supply, fire apparatus access, and NFPA codes shall be verified. No construction or occupancy shall proceed without final Fire District authorization.

6. The applicant shall obtain all necessary permits for a wastewater utility service from City of Concord Community Development Department for Central Contra Costa Sanitary District. An elevation certificate from a licensed surveyor will need to be submitted because of flood zone requirements.
7. The applicant shall secure necessary water connections, prior to final building inspections, with Contra Costa Water District (CCWD) confirming that:
 - A. 6" water main extension will be installed from the existing 8" main on El Camino Drive to the subject property, with capacity for future downstream connections.
 - B. 1" service line, 1" meter, and 1" above-ground backflow assembly will be installed to serve the project.
 - C. Obtain Required Easements: Submit recorded easements to the City/County for:
 1. A permanent utility easement along the neighboring property at 5577 Morningside Drive (for the 6" main within their roadway easement).
 2. A permanent utility easement on the subject property for the service connection (1" -line, meter, and backflow).
8. To minimize impacts on protected trees, riparian vegetation, and Mount Diablo Creek, the following measures shall be implemented prior to and during all construction activities:
 - A. Protective Setbacks (No-Disturbance Zones)
 1. 25-foot undisturbed buffer shall be maintained from the top of bank (TOB) of Mount Diablo Creek.
 2. 15-foot undisturbed buffer shall be maintained around all protected trees (including heritage, native, or specimen trees)
 3. No grading, excavation, stockpiling, or construction activity is permitted within these zones.
 - B. Erosion & Sediment Control
 1. Silt fencing or straw wattles shall be installed on the upslope of the creek buffer to prevent runoff.
 2. No stockpiling of soil, debris, or materials within 50 feet of the creek.
9. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments, or any other payments that are due.
10. All grading, construction, and other work shall occur only between 8:00 a.m. and 5:00 p.m. Monday through Friday, in accordance with Section 15.01.010 of the Clayton Municipal Code.
11. All heavy load deliveries to the project site to be verified with the City Engineer for

maximum road weight tolerances to minimize damage or cracking on Morningside Drive. Any cracks or damage to the road surface to be repaired to original condition prior to issuance of Certificate of Occupancy.

12. Existing trees abutting access easement to be assessed and pruned/protected to limit damage from construction activity.
13. Landscaping along Morningside Drive adjacent to the project site to be repaired/restored prior to issuance of Certificate of Occupancy, if damaged by construction activity
14. The applicant shall coordinate with the southerly neighbor for buffering the south elevation's impact by revising the landscape plan, to be submitted to the Planning Department for approval.

PASSED AND ADOPTED by the Planning Commission of the City of Clayton at a regular meeting on the 8th day of August 2025.

AYES: Commissioners Casagrande, Brzovich, Banchero, Chair Shulman

NOES:

ABSTAINED:

ABSENT:

RECUSED: Chair Richardson

APPROVED:

ATTEST:

Farhad Mortazavi

Maria Shulman
Chair

Farhad Mortazavi
Interim Community Development Director

CITY OF CLAYTON PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of August 19, 2025 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and R3 Consulting Group, Inc., A California corporation, with its principal place of business at 1504 Eureka Road, Suite 220, Roseville, CA 95661 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

- SB 1823 Implementation,
- Public Contracting Code Section 12209 as updated, and
- Cal Recycle Grant Management including compliance reporting (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$29,500. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for the work performed will be made on a monthly billing basis.

3. Additional Work.

If a change in the work seems merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from August 20, 2025, to March 31, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

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

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

14. Verification of Employment Eligibility.

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

15. Reserved.

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Clayton
6000 Heritage Trail

CONSULTANT:
Rose Radford, Project Manager
415 13th Street Ste. 450

Clayton, CA 94517

Oakland, CA 94612

Attn: Dennis Bozanich, Administration

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND R3 CONSULTING GROUP, INC.**

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

CITY OF CLAYTON

R3 Consulting Group, Inc.

By: _____
Kris Lofthus
City Manager

By:  _____
Janet Barile
Vice President

DATE: _____

DATE: 7/31/2025

ATTEST:

By: _____
Skyler Aitken
Acting City Clerk

EXHIBIT A

Scope of Services

Task 1 Edible Food Recovery Program

R3 proposes to complete the following in support of the City's Edible Food Recovery program:

Coordinate collateral distribution (collateral provided by the County), including annual mailers to be distributed by Republic to Tier 1 & 2 edible food generators to meet the annual notification requirements of the law. Support on responding to the County's questions about capacity, if applicable. Outreach to food recovery organizations and generators as needed and appropriate. Development of draft language for the City's website. This proposal assumes Republic has already accurately identified Tier 1 and 2 generators, as defined by SB 1383, in the City.

Task 2 Recordkeeping and Reporting

R3 will assist the City in the development of the City's internal recordkeeping program for compliance with the SB 1383 Implementation Record requirements. If the City chooses to use Recyclist or another implementation record software for recordkeeping and reporting, R3 will engage with Republic on logistics and assist the City with onboarding staff responsible for recordkeeping.

R3 will also assist the City in submitting all necessary grant reports and prepare documents for City staff signatures. R3 will coordinate with Republic Services on some of the planned grant expenditures, such as purchase of recycling and organics containers for public spaces, and assist the City in expending all grant funds on eligible programs.

Task 3 Procurement

R3 will evaluate procurement pathways on the City's behalf for Recovered Organic Waste Product Procurement via use of direct service providers to support carbon sequestration and allocation of Republic-sold compost and mulch to the City. New state laws AB 2902 and AB 2346 have changed strategies for procurement compliance; also, grant funding will likely not be available after this current round of funding, so Clayton will need to have a new strategy for compost product procurement compliance.

R3 will also facilitate training for City staff as needed on recycled content paper procurement requirements & recordkeeping, after a recordkeeping platform is identified via Task 2.

Task 4 On-Call and Miscellaneous Support

R3 will provide an average of four hours of additional on-call support, on an as-needed basis and as requested by the City, per month. This may include:

Assistance to the City on adjusting existing complaint portals to meet the law's requirements. Reviewing Republic updates to its Annual Service Guide and quarterly newsletters to ensure that the public education provided facilitates full compliance with the outreach and education requirements of SB 1383.

Assisting the City in managing key SB 1383 programs covered under its contract with Republic to facilitate the City's oversight over Republic's activities.

EXHIBIT B

Schedule of Charges/Payments

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

EXHIBIT C
Activity Schedule

R3 proposes to complete all items in our scope of work by March 31, 2026.

CITY OF CLAYTON
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of August, 2025 by and between the City of Clayton, a municipal corporation organized under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, CA 94517 ("City") and S2SERM, LLC, a Limited Liability Company with its principal place of business at 2246 Camino Ramon, San Ramon, CA 94583 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Weed Prevention and Abatement services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Weed Prevention and Abatement services("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Weed Prevention and Abatement services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 20, 2025 to August 19, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Public Works/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby Brian Frantz, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally,

Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such

requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for

violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Privacy/Network Security (Cyber)*, in a form and with insurance companies acceptable to City. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 MINIMUM; and \$4,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM per accident for bodily injury or disease; (4) *Cyber Liability*: \$1,000,000 PER OCCURRENCE/AGGREGATE; for privacy breaches, system breaches, denial/loss of service, and introduction, implantation or spread of malicious software code. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or

endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional

insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Reserved.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records

shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred Twenty Thousand Dollars (\$120,000) without written approval of City's Public Works Director/City Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect

at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

S2SERM, LLC
Brian Frantz, CEO
2246 Camino Ramon
San Ramon, CA 94583
Phone: (925) 362-3041
Email: brian.frantz@s2serm.com

City:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Public Works Director/City Engineer

With Copy To:
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is

caused by the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its

officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Compliance Certification form is attached hereto to this Agreement as Exhibit "D" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND S2SERM, LLC**

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

CITY OF CLAYTON

S2SERM, LLC

APPROVED BY:

By: _____

Signed by:
Brian Frantz
F0419E29236141A

**KRIS LOFTHUS,
City Manager**

Its: Chief Executive Officer

Printed Name:

Brian Frantz

ATTESTED BY:

By: _____

**SKYLER AITKEN,
Acting City Clerk**

Its: _____

Printed Name: _____

102111

Contractor's License Number

1000024221

DIR Registration Number

EXHIBIT A

SCOPE OF SERVICES

S2S shall perform the full range of tasks outlined in the City's RFP Draft Scope of Services for the **Weed Abatement Project**, with additional enhancements to maximize efficiency, minimize disruption to the public, and ensure regulatory compliance. The Scope of Services includes the following key components:

1. Vegetation Management and Weed Abatement

- a. Mechanical removal of weeds, grasses, and brush using hand tools, string trimmers, and walk-behind brush mowers in compliance with fire safety standards.
- b. Targeted herbicide application, where necessary, by licensed applicators in accordance with California Department of Pesticide Regulation guidelines.
- c. Vegetation clearance around structures, roadways, and public areas, while maintaining erosion control and habitat preservation.

2. Fire Prevention and Risk Mitigation

- a. Prioritization of high-risk fire areas, including wildland-urban interface zones and hillsides with dense fuel loads.
- b. Removal of dead vegetation, ladder fuels, and fire hazards in accordance with Cal Fire defensible space requirements.
- c. Installation of erosion control BMPs (e.g., fiber rolls, mulch, and jute netting) where vegetation removal may expose soil.

3. Public Area and Right-of-Way Work

- a. Weed abatement around public buildings, schools, parks, and sidewalks with sensitivity to foot traffic and public access.
- b. Weekend or early morning work hours near schools or community gathering locations to reduce disruption.
- c. Use of bilingual signage and door hangers to notify residents in advance.

4. Site Inspection, Monitoring, and Documentation

- a. Initial and follow-up site assessments by qualified personnel to guide timing and extent of abatement efforts.
- b. Photo documentation (before, during, and after) geo-tagged and archived for City recordkeeping and transparency.
- c. Regular reporting to City staff with updates on schedule, scope, and emergent issues.

5. Waste Handling and Disposal

- a. Vegetative debris will be collected, chipped, or hauled to a permitted green waste facility. No material will be stockpiled on-site.

EXHIBIT B

SCHEDULE OF SERVICES

To be determined on a quarterly basis in discussions between the Public Works Director/City Engineer and Brightview.

EXHIBIT C
COMPENSATION

Prevailing wage rates applied

Crew hourly rates are for a crew lead/trimmer and a grounds person

Item No.	Estimated Quantity	Type of Service Location	Unit Price	Total Price
1	320	Daily crew rate (fully burdened) for seasonal weed abatement as described in Attachment B, Section 1	\$ <u>155</u>	\$ <u>49,600</u>
2	270	Daily crew rate (fully burdened) for year-round weed and invasive plant species abatement as described in Attachment B, Section 2	\$ <u>145</u>	\$ <u>39,150</u>
3	78	Daily crew rate (fully burdened) for weed prevention activities Attachment B, Section 3	\$ <u>125</u>	\$ <u>9,750</u>
4		Hourly crew rate for emergency (after-hours) fuel reduction call outs Any location citywide	\$ <u>185</u>	
5		Standard material mark-up for Weed Abatement or Prevention Supplies	<u>10</u> %	

Total Price: \$98,000

CITY OF CLAYTON
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of August, 2025 by and between the City of Clayton, a municipal corporation organized under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, CA 94517 ("City") and Brightview Tree Care Services, Inc., a Corporation with its principal place of business at 4931 Pacheco Blvd. Martinez, CA 94553 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree Care services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Tree Care Services and Consultant ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Tree Care and Consultant maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 20, 2025 to August 19, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Public Works/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby Douglas Carey, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally,

Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such

requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for

violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Privacy/Network Security (Cyber)*, in a form and with insurance companies acceptable to City. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 MINIMUM; and \$4,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM per accident for bodily injury or disease; (4) *Cyber Liability*: \$1,000,000 PER OCCURRENCE/AGGREGATE; for privacy breaches, system breaches, denial/loss of service, and introduction, implantation or spread of malicious software code. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or

endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional

insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Reserved.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records

shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred Twenty Thousand Dollars (\$120,000) without written approval of City's Public Works Director/City Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect

at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may, by written notice to City, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to City of such termination, and specifying the effective date thereof, at least one hundred and twenty (120) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Douglas Carey
Branch Manager
4931 Pacheco Blvd Martinez, CA 94553
Phone: (510) 387-4083
Email: Douglas.Carey@brightview.com

City:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Public Works Director/City Engineer

With Copy To:
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all third-party claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") to the extent caused by the acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for

damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense which is caused by the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors

of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Compliance Certification form is attached hereto to this Agreement as Exhibit "D" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND BRIGHTVIEW TREE CARE SERVICES, INC.**

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

CITY OF CLAYTON

BRIGHTVIEW TREE CARE SERVICES, INC.

APPROVED BY:

By: _____

KRIS LOFTHUS,
City Manager

Its: _____

Printed Name: _____

ATTESTED BY:

By: _____

SKYLER AITKEN,
Acting City Clerk

Its: _____

Printed Name: _____

Contractor's License Number

DIR Registration Number

EXHIBIT A

SCOPE OF SERVICES

The city requires highly qualified tree care and arborist service providers to perform preventative maintenance and as needed emergency hazard mitigation limb and tree removal services (individually and collectively, "services") for city-owned street, park and other city facility trees.

The selected contractor will provide any or all of the following services:

- Tree pruning – Pruning of city-owned trees in accordance with city standards.
- Tree removal - Removal of city-owned trees in accordance with city standards.
- Stump grinding and removal - Removal and/or grinding of tree stumps as necessary, and in accordance with city standards.
- Emergency callouts - As directed by the public works director/city engineer or public safety officials, respond to emergency requests for tree services after normal business hours for property or life safety purposes
- Create a tree inventory management program and enter tree maintenance data - Create a tree inventory management database such as Arbor Access or an approved alternate tree inventory management software program. Provide the city with a GIS compatible tree inventory dataset. Daily while working in the city, or on a schedule to be determined by the public works director/city engineer, provide Tree-specific updates on all tree-related maintenance activities.
- Tree inventory data collection at new sites - On a quarterly basis, collect and provide specific data on trees at new sites for the city's tree inventory. Enter data into tree inventory management software.
- Recycling of wood debris - Provide a woodchipper which produces high quality wood chip mulch which can be recycled and used as planter mulch. City to provide sites for mulch delivery or centralized stockpile location.
- Hauling and disposal of all wood debris - Provide proper hauling and disposal.

EXHIBIT B

SCHEDULE OF SERVICES

To be determined on a quarterly basis in discussions between the Public Works Director/City Engineer and Brightview.

EXHIBIT C
COMPENSATION

Prevailing wage rates applied

Crew hourly rates are for a crew lead/trimmer and a grounds person

Item No.	Estimated Quantity	Type of Service Location	Unit Price	Total Price
1	52	Daily crew rate (fully burdened) for tree maintenance, including pruning, chipping & hauling (e.g. crown raising, weight reduction, etc.)	\$ 1,920.00	\$ 99,840.00
2	8	Daily crew rate (fully burdened) for tree removal maintenance, including chipping, stump grinding & hauling	\$ 2,250.00	\$ 15,360.00
3	NA	Hourly rate for a consulting arborist	\$ 250.00	
4	NA	Hourly rate to create a citywide Tree Inventory Management System	\$ 200.00	
5		Hourly crew rate for scheduled (M-F, 8AM to 5PM) Tree Hazard Mitigation Any location citywide	\$ 240.00	
6		Hourly crew rate for emergency (after-hours) Tree Hazard Mitigation Any location citywide.	\$ 360.00	
7		Standard material mark-up for Scheduled/Emergency Maintenance or Repair Services	10 %	