



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, April 3, 2018

7:00 P.M.

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

Mayor: Keith Haydon

Vice Mayor: David T. Shuey

Council Members

Tuija Catalano

Jim Diaz

Julie K. Pierce

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

*** CITY COUNCIL ***

April 3, 2018

1. **CALL TO ORDER AND ROLL CALL** – Mayor Haydon.

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

3. **CONSENT CALENDAR**

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

(a) Approve the minutes of the City Council's regular meeting of March 20, 2018.

[\(View Here\)](#)

(b) Approve the Financial Demands and Obligations of the City. [\(View Here\)](#)

(c) Adopt a Resolution approving the City's list of local transportation improvement projects for Fiscal Year 2018-19 involving Road Maintenance and Rehabilitation Account – Local Streets and Road Funds (RMRA-LSR; SB 1). [\(View Here\)](#)

4. **RECOGNITIONS AND PRESENTATIONS**

(a) Presentation by Margaret Romiti, Emergency & Volunteer Services Manager, Concord Police Department regarding availability of 9-1-1 Services and Emergency Notifications with Smart911. [\(View Here\)](#)

5. **REPORTS**

(a) Planning Commission – Vice Chair Bassam Altwal.

(b) Trails and Landscaping Committee – No meeting held.

(c) City Manager/Staff

(d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

(e) Other

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

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

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

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS

- (a) Consider a report by All Out Sports League (AOSL) regarding its community recreation sports programs and participant fees at the Clayton Community Gymnasium and adjacent Community Park through existing contract with the City of Clayton. ([View Here](#))
(City Manager; and Mr. Casey Copeland, AOSL)

Staff recommendation: Following AOSL's presentation and opportunity for public comment, that Council provide any appropriate input on the City's contract community recreation program.

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

10. CLOSED SESSION

- (a) *Government Code Section 54957.6, Conference with Labor Negotiator*
Instructions to City-designated labor negotiator: City Manager
Employee Organization: Clayton Police Officers' Association (CPOA)

Report out from Closed Session: Mayor Haydon.

11. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be April 17, 2018.

#

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

Agenda Date: 4-3-2018

Agenda Item: 3a

TUESDAY, March 20, 2018

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Haydon in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. **Councilmembers present:** Mayor Haydon, Vice Mayor Shuey, and Councilmembers Catalano, Diaz and Pierce. **Councilmembers absent:** None. **Staff present:** City Manager Gary Napper, City Attorney Mala Subramanian, Community Development Director Mindy Gentry, and City Clerk/HR Manager Janet Brown.

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

3. **CONSENT CALENDAR**

Mayor Haydon noted Item 3 (e) contains a typo which will cause the minutes to be approved "as amended."

It was moved by Vice Mayor Shuey, seconded by Councilmember Catalano, to approve the Consent Calendar with the amendment on Item 3 (e).

Councilmember Pierce noted before the vote that she approves of Items 3 (a) through 3 (d) but must recuse herself from voting on Item 3(d). City Attorney Subramanian added Councilmember Pierce is recusing herself from that vote as Councilmember Pierce is a Board Member of the Clayton Historical Society. Councilmember Pierce confirmed she is a Board Member of the Clayton Historical Society.

Motion passed (5-0 vote), except for a 4-0-1 vote on Item 3(e) with Councilmember Pierce abstaining.

- (a) Approved the minutes of the City Council's regular meeting of March 6, 2018.
- (b) Approved the Financial Demands and Obligations of the City.
- (c) Adopted Resolution No. 9-2018 setting the City's Equivalent Runoff Unit (ERU) real property parcel assessment levy in FY 2018-19 at current rates to pay for local storm water/clean water programs and series required by the unfunded federal and state-mandated National Pollution Discharge Elimination System (NPDES) Program (storm water pollution prevention).
- (d) Adopted Resolution No. 10-2018 approving the City's 2017 Annual Progress Report regarding its HCD-certified Housing Element.
- (e) Adopted Resolution No. 11-2018 approving a Lease Agreement with the Clayton Historical Society for its continued use of City property for the Clayton Museum and exterior ground improvements.

4. **RECOGNITIONS AND PRESENTATIONS** – None.

5. **REPORTS**

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff –

City Manager Napper announced there are two (2) vacancies in the City organization for the positions of Senior Maintenance Worker and Office Assistant/Code Enforcement Officer, who assists at the public counter at City Hall.

Mr. Napper also announced there are still several citizen advisory board opportunities available to represent the City on volunteer boards, such as the County Library Commission. Applications and more information are available on the City website and at City Hall.

Mr. Napper also announced a Community Meeting taking place on April 4th at 7:00 p.m. in Hoyer Hall held by Fulcrum Development, the City-selected prospective developer, who will share information on its proposed senior care facility on the City's vacant property in Clayton's downtown.

- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Catalano announced the Clayton Business and Community Association Scholarship Committee is still accepting student applications, and the Clayton Business and Community Association is in need of volunteers for its upcoming Art & Wine Festival taking place on April 28 and 29.

Vice Mayor Shuey indicated "No Report".

Councilmember Pierce noted she attended six Metropolitan Transportation Commission committee and Board meetings, four Association of Bay Area Government Board meetings, the TRANSPAC committee meeting, the joint meeting of Metropolitan Transportation Commission and Association of Bay Area Governments meeting, and the California Council of Governments Association meeting in Monterey.

Councilmember Diaz indicated he attended a Clayton Business and Community Association pre-meeting for the annual Art & Wine Festival scheduled for April 28 and 29, 2018.

Mayor Haydon attended the County Connection Finance Committee meeting, the Black Diamond Mines Stairway Ribbon-cutting ceremony, the County Connection Board meeting, and the Meals on Wheels Champion event.

- (e) Other – None.

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

Ann Stanaway, 1553 Haviland Place, expressed her unhappiness with the intemperate remarks made by Vice Mayor Shuey at the last meeting regarding ADA access issues on the replacement playground equipment scheduled for North Valley Park. She noted she has complained since 2007 about ADA noncompliance of the City and the City's contempt attitude toward public safety in general.

7. PUBLIC HEARINGS

- (a) Public Hearing to consider the Introduction and First Reading of a proposed City-initiated Ordinance No. 481 amending Chapter 8.14 (Regulation of Smoking) of the *Clayton Municipal Code*.

(Community Development Director)

Community Development Director Gentry presented the staff report noting during the City's previous consideration on regulation of commercial cannabis uses, the City Council directed staff to bring back an update to the City's smoking ordinance to more thoroughly address the smoking and ingestion of cannabis. While examining the City's current smoking ordinance, staff determined more wholesale changes would be necessary and desirable as the ordinance has not been updated since 1993. Ms. Gentry then outlined specifics of the proposed ordinance:

a. Definition of Public Place.

State law did not provide a clear definition so staff is recommending a local definition: "A public place means any area, whether publicly or privately owned, to which the public has access by right or invitation, expressed or implied, whether by payment of money or not and regardless of any age requirement." 'Public place' would not include tobacco shops or private smokers' lounges.

b. Smoking in City Facilities.

Smoking would be prohibited in all City buildings, vehicles, property, parks, trails, the corporation yard, and all other enclosed and unenclosed areas operated by the City.

c. Prohibition of Smoking.

The proposed Ordinance provides more stringent regulations than State law to preclude smoking from all enclosed places of employment that are currently exempt from State law such as patron smoking areas and long term health care facilities, theatrical production sites, except for tobacco shops or smoking lounges; however these shops would have to meet certain criteria such as no one under the age of 21, no consumption or sales of any food or drink, and the shop would have to be located in a freestanding building. Other proposed places that smoking would be prohibited are enclosed public places, enclosed and unenclosed service areas such as an ATM or lines to purchase tickets, unenclosed areas include dining area, recreational areas, public events such as the Fourth of July Parade, Oktoberfest, and within 25 feet of The Grove public park.

d. Multifamily Housing.

Due to smoke migrating from neighboring apartments and condominiums through cracks in shared wall, vents, and open windows involuntarily subjecting others to secondhand smoke; these proposed regulations would prohibit smoking in all multifamily common areas both enclosed and unenclosed as well as inside these housing units. The HOA or management company may designate an outdoor smoking area as appropriately signed

and marked away from children. It is also proposed to prohibit smoking inside of these multifamily units including unenclosed balconies, porches decks, patios, garages and carports. Upon adoption, these particular regulations would take effect immediately for any new multifamily units, with existing units a phased-in compliance by May 1, 2019. Landlords would be required to disclose the smoking regulations in the lease terms or rental agreements.

e. Cannabis.

State law prohibits the use of cannabis anywhere smoking tobacco is prohibited, specifying the smoking of cannabis is prohibited on all owned or leased City property including parks, open space, trails; within 1,000 feet and in or upon the grounds of a school, daycare or youth center; and while driving or riding in a vehicle, boat, vessel or aircraft. The ingesting of cannabis is also prohibited in any public place.

f. Enforcement and Penalties.

Enforcement would be by the Clayton Police Department; however, a member of the public can bring a civil action in any court and upon demonstration of proof of the violations do exist the court shall grant appropriate relief including damages or injunction.

Ms. Gentry advised the City received a note of support for its proposed ordinance from the Contra Costa County Tobacco Prevention Coalition comprised of thirty (30) organizations and individuals within the county.

Lastly, staff recommends a few changes in the ordinance language tonight, as recommended by legal counsel, with the first change the replacement of a recital to clarify federal prohibition on cannabis and concerns regarding secondhand smoke from cannabis uses. Secondly, clarifying a mobile home and mobile home park is not considered to be a mobile home by unit residence. Thirdly, requiring the application notification requirements apply to both rental and home ownership and require the notification to include associated penalties. Lastly, a language change that will allow for modifications or changes to State law in regards to how penalties for violating this section of the Municipal Code will be applied. For example, State law for cannabis currently only allows violations to be infractions and not on the level of a misdemeanor.

Councilmember Diaz requested clarification on the 25' boundary around The Grove park, especially during the concerts as a number of people attend who smoke and they typically gather around a tree in the adjacent parking area; with the proposed 25' extending to the center of the adjacent street, where would we direct these people to smoke? Ms. Gentry advised they may go across the street so long as they are outside of the 25' boundary. The impetus for this boundary is existing State law prohibition within 25' of a tot lot or playground; with this particular area there is an exemption under State law that allows for smoking on a public sidewalk.

Councilmember Diaz inquired if a smoking area should be designated during the concerts to direct people there? Ms. Gentry advised staff will have to look into that suggestion; if we were to designate an area it must be on City property and not on private property and away from The Grove's playground area.

Councilmember Catalano inquired on the multi-unit development and lease provisions regarding the exception where the landlord could designate an unenclosed area as the designated smoking section in a common area where you can smoke; why would the landlord necessarily have the authority to designate the area? Why not a HOA or a property management company?

Ms. Gentry replied staff could amend the language to clarify it is the management company or HOA in addition to the landlord.

Councilmember Catalano further inquired on the dining areas including unenclosed areas; there is an exemption if the area is not used 100% of the open hours for access by general public? Would it then not be a dining area that could be used for smoking? Ms. Gentry responded this provision pertains to private restaurants such as the Oakhurst Country Club, which would fall under this provision with its dining area.

Councilmember Pierce inquired on sections 8.14.040 and 8.14.050 Prohibition and locations of Smoking; it seems when applying the restrictions the entire downtown area becomes prohibited from smoking. She wanted to clarify if that is the intent? Ms. Gentry advised that is not the intent.

Councilmember Pierce indicated the proposed ordinance reads, "... prohibited in all unenclosed areas owned or leased by the City including city parks, trails, recreational area, parking lots, corporation yards and the grounds of any building owned or leased by the city," which definition would include city streets, sidewalks, and the downtown corral. Private property is private property and dining establishments are considered public. Based on this language, there is no place in downtown where it is legal to smoke. If we are intending to ban smoking in all of downtown, we should state that.

Ms. Gentry responded that is not the intent of the ordinance since the Clayton Club is across the street and exempted from the ordinance where smoking could take place on its back deck, with the distinction restaurants earn gross receipts from food sales not alcohol, whereas the Clayton Club is designated as a bar therefore would not be captured in the ordinance.

Councilmember Pierce desired a map be prepared to see what areas are covered under the proposed ordinance, to know where it is and is not legal to smoke in the downtown, especially with the upcoming Concert season starting.

Mayor Haydon sought clarification if smoking is prohibited in unenclosed areas and limiting it to the dining areas, recreation areas, public events, and within 25', there are sections in town that unenclosed smoking would still be legal, such as Clayton Club in its patio. Ms. Gentry confirmed that statement is correct.

Mayor Haydon opened the Public Hearing.

Bruce George requested a definition of multifamily units and what does multifamily unit mean in this ordinance? Is it condominiums? Is it apartments? Is it townhomes? What is a multifamily unit by definition? His reason for asking is he resides in a townhome and there is a huge difference between townhome and condominiums. He is also a cancer survivor so for the most part he supports anything that is going to keep him from inhaling somebody else's garbage. Unfortunately, smokers have rights, too. In a townhome you own the dirt and building, with the property line between your left wall and your neighbors' right wall with a minimum of 1 chair space. If you take this ordinance and apply it to townhomes, you are infringing on the rights of smokers. If there was a definition of multifamily units in its truest form, it would exclude townhomes. The public areas could be worded to include townhome rear yards, but there is not a rear yard in our community that is not more than 25' from an adjacent home that has openings; there could be a nearby door, patio door or windows. There may be one or two end units that may be exempted from that restriction. Townhome interiors should be excluded and exteriors included.

William Colin, representing the Contra Costa Tobacco Prevention Coalition, expressed his support and the support of the Coalition to help assist the City. It has information on smoking laws recently passed in Contra Costa County and is still working with

neighboring cities on smoking ordinances. Passing this ordinance would be important for our children, as when his niece was three she got asthma for secondhand smoke from a neighbor living in an adjacent apartment. She is now eighteen years old and limited in outdoor activities because of her asthma. Mr. Colin expressed interest in creating a healthier community with the support of the Coalition.

Richard Haile noted he is also a cancer survivor and would like to add to the multifamily unit concern: what comes through the wall has a long duration and probably not worth worrying about if we can deal with the larger issue upfront. The definition of what a multifamily housing unit needs to be clarified to include what a townhome is and what a condominium or co-op is. In regard to cigar lounges and smoking shops and the preclusion of sale or consumption of food or liquor on premises, most cigar lounges serve wine and people bring in food, so it seemed to be a part of the ordinance aimed at excluding one from happening in Clayton. The last thing we need is a business that cannot operate. We need more clarification on where food and liquor work into this proposed ordinance.

Vice Mayor Shuey inquired if Mr. Haile is requesting smoking prohibited in townhomes and allowed in condominiums? Mr. Haile replied the primary reason for the ordinance is not clearly stated, defeating the purpose of the ordinance by controlling smoke within those tight environments, regardless of the quality of the wall in between those types of units.

Steve Barton, owner of the Clayton Club, Clayton resident and non-smoker since the early 1980s remarked he applauds the efforts the Council and City staff in generating an ordinance that is going to clarify this matter for everyone. He was hoping for this since vaping has come along. He has a concern in making allowances for customers who do smoke to have an area they can go to without leaving the City, and has heard different interpretation of this tonight. In the newspaper he read there is an intention to allow designated areas. At the Clayton Club people consume drinks which is considered dining based on the definitions in the proposed ordinance. He is keenly interested in designating a clearly understood smoking area that makes the regulations as he hopes are intended. If the Clayton Club were the only business that would benefit from this, it worries him about other businesses with outdoor areas wherein people congregate. Every business that has a social atmosphere needs to have a smoking area it can designate. It is not clear from the ordinance that sidewalks are excluded from State law. He would like to see people walk down the street when there is not a public event and be able to have a cigarette if they so choose; and designated large smoking areas so people can congregate removed from those who do not want to be around the smoke. He is happy to put up any signs to designate a smoking section. He specifically wants to know if people can smoke in the back or on the sidewalk in front of his property. We do need a map, and would like to work with the Community Development Director to determine the location for where his signs need to be placed. He also suggested the wording on any no smoking signage be clear and not subject to interpretation.

Mayor Haydon closed the Public Hearing.

Vice Mayor Shuey referred to Section K, definition of multifamily, and he believes it is being confused; it should read multiunit residence defining townhomes, duplexes, apartments, and condominiums.

Mayor Haydon allowed Bruce George to speak again. Mr. George indicated the problem with that approach is you are taking away what people have purchased by not allowing them to degrade their own interior units or homes. He is more for people's rights.

Vice Mayor Shuey noted he would also like to see an updated map to clarify where downtown businesses would be allowed to designate as smoking areas for its patrons; otherwise, they will lose business.

Councilmember Catalano inquired on vending machines; are we intending to not have a standalone unit anywhere? Do local businesses have this type of machine? Ms. Gentry responded currently there are no vending machines dispensing tobacco products; they are essentially unmonitored, and so somebody under the age of 21 could purchase cannabis or tobacco products if they were to be allowed.

Councilmember Pierce added she would like to make allowances for the smokers in town so they would not feel banned from the social activities in the downtown. We do not want anyone's health harmed, but we must have designated areas to smoke.

It was moved by Vice Mayor Shuey, seconded by Council Member Diaz, to continue the Public Hearing to the City Council meeting of April 17, 2018, and for staff to work on revisions to the proposed Ordinance and prepare a map of the Clayton downtown illustrating where people could smoke under the proposed restrictions.

Motion passed (5-0 vote)

8. **ACTION ITEMS** – None.

9. **COUNCIL ITEMS** – None.

10. **CLOSED SESSION** – None.

11. **ADJOURNMENT**– on call by Mayor Haydon, the City Council adjourned its meeting at 7:56 p.m.

The next regularly scheduled meeting of the City Council will be April 3, 2018.

#

Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Keith Haydon, Mayor

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Agenda Date: 4/3/18

Agenda Item: 3b

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Kevin Mizuno, FINANCE MANAGER

DATE: 4/3/18

SUBJECT: INVOICE SUMMARY

Approved: 
Gary A. Napper
City Manager

RECOMMENDATION:

Approve the following Invoices:

Cash Requirements Report dated 3/30/18	\$142,513.36
ADP Payroll, week 13, PPE 3/25/18	\$86,664.72
Total	\$229,178.08

Attachments:
Cash Requirements reports, dated 3/30/18 (4 pages)
ADP Payroll reports, week 13 (1 page)

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ADP, LLC								
ADP, LLC	4/3/2018	4/3/2018	511049521	Payroll services PPE 3/11/18	\$169.34	\$0.00		\$169.34
				<i>Totals for ADP, LLC:</i>	<u>\$169.34</u>	<u>\$0.00</u>		<u>\$169.34</u>
All City Management Services, Inc.								
All City Management Services, Inc.	4/3/2018	4/3/2018	53651	School crossing guard services 2/25/18-3/10/18	\$554.10	\$0.00		\$554.10
				<i>Totals for All City Management Services, Inc.:</i>	<u>\$554.10</u>	<u>\$0.00</u>		<u>\$554.10</u>
American Fidelity Assurance Company								
American Fidelity Assurance Company	4/3/2018	4/3/2018	B725208	Supplemental insurance for March	\$392.16	\$0.00		\$392.16
				<i>Totals for American Fidelity Assurance Company:</i>	<u>\$392.16</u>	<u>\$0.00</u>		<u>\$392.16</u>
AT&T (CalNet3)								
AT&T (CalNet3)	4/3/2018	4/3/2018	11106295	Phones 2/22/18-3/21/18	\$1,648.38	\$0.00		\$1,648.38
				<i>Totals for AT&T (CalNet3):</i>	<u>\$1,648.38</u>	<u>\$0.00</u>		<u>\$1,648.38</u>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	4/3/2018	4/3/2018	0353121-IN	Park & truck signs	\$1,370.25	\$0.00		\$1,370.25
				<i>Totals for Bay Area Barricade Serv.:</i>	<u>\$1,370.25</u>	<u>\$0.00</u>		<u>\$1,370.25</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	4/3/2018	4/3/2018	817551	Legal services for February	\$8,500.00	\$0.00		\$8,500.00
Best Best & Kreiger LLP	4/3/2018	4/3/2018	817552	Legal services for February	\$566.00	\$0.00		\$566.00
Best Best & Kreiger LLP	4/3/2018	4/3/2018	817553	Legal services for February	\$354.00	\$0.00		\$354.00
Best Best & Kreiger LLP	4/3/2018	4/3/2018	817554	Legal services for February	\$2,467.00	\$0.00		\$2,467.00
				<i>Totals for Best Best & Kreiger LLP:</i>	<u>\$11,887.00</u>	<u>\$0.00</u>		<u>\$11,887.00</u>
CalPERS Health								
CalPERS Health	4/3/2018	4/3/2018	15235897	Medical for April	\$31,833.79	\$0.00		\$31,833.79
				<i>Totals for CalPERS Health:</i>	<u>\$31,833.79</u>	<u>\$0.00</u>		<u>\$31,833.79</u>
CalPERS Retirement								
CalPERS Retirement	4/3/2018	4/3/2018	15244099	Arrears contribution, admin fee	\$2,717.25	\$0.00		\$2,717.25
CalPERS Retirement	4/3/2018	4/3/2018	032518	Retirement ending 3/25/18	\$14,631.51	\$0.00		\$14,631.51
				<i>Totals for CalPERS Retirement:</i>	<u>\$17,348.76</u>	<u>\$0.00</u>		<u>\$17,348.76</u>
CCWD								
CCWD	4/3/2018	4/3/2018	1807616	Water 1/13/18-3/14/18	\$201.11	\$0.00		\$201.11
				<i>Totals for CCWD:</i>	<u>\$201.11</u>	<u>\$0.00</u>		<u>\$201.11</u>
Clayton Pioneer								
Clayton Pioneer	4/3/2018	4/3/2018	170665	Inserts for Concerts in The Grove	\$480.00	\$0.00		\$480.00
				<i>Totals for Clayton Pioneer:</i>	<u>\$480.00</u>	<u>\$0.00</u>		<u>\$480.00</u>
Concord Garden Equipment								
Concord Garden Equipment	4/3/2018	4/3/2018	558055	Landscape equipment parts	\$79.91	\$0.00		\$79.91
Concord Garden Equipment	4/3/2018	4/3/2018	554350	Repair to Honda WT20	\$262.98	\$0.00		\$262.98

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Concord Garden Equipment	4/3/2018	4/3/2018	558612	Mower repair	\$367.16	\$0.00		\$367.16
Concord Garden Equipment	4/3/2018	4/3/2018	558613	Mower repair	\$199.99	\$0.00		\$199.99
Concord Garden Equipment	4/3/2018	4/3/2018	558111	Landcape equipment parts	\$58.53	\$0.00		\$58.53
Concord Garden Equipment	4/3/2018	4/3/2018	543768	Shipping for Edger	\$35.00	\$0.00		\$35.00
Concord Garden Equipment	4/3/2018	4/3/2018	547593	Mower repair	\$168.43	\$0.00		\$168.43
<i>Totals for Concord Garden Equipment:</i>					<u>\$1,172.00</u>	<u>\$0.00</u>		<u>\$1,172.00</u>
Contra Costa County Animal Svcs Dept								
Contra Costa County Animal Svcs Dept	4/3/2018	4/3/2018	ASD M6024	Animal Control Svcs Q4 FY 18	\$16,645.37	\$0.00		\$16,645.37
<i>Totals for Contra Costa County Animal Svcs Dept:</i>					<u>\$16,645.37</u>	<u>\$0.00</u>		<u>\$16,645.37</u>
Contra Costa County Library Administration								
Contra Costa County Library Administr	4/3/2018	4/3/2018	Q2FY18	Additional Library hours Q2 FY 18	\$3,108.44	\$0.00		\$3,108.44
<i>Totals for Contra Costa County Library Administration:</i>					<u>\$3,108.44</u>	<u>\$0.00</u>		<u>\$3,108.44</u>
Steven or Laurel Crockett								
Steven or Laurel Crockett	4/3/2018	4/3/2018	022418	Deposit refund HH 2/24/18	\$200.00	\$0.00		\$200.00
<i>Totals for Steven or Laurel Crockett:</i>					<u>\$200.00</u>	<u>\$0.00</u>		<u>\$200.00</u>
CSAC Excess Insurance Authority								
CSAC Excess Insurance Authority	4/3/2018	4/3/2018	18401430	EAP April-June 2018	\$312.00	\$0.00		\$312.00
<i>Totals for CSAC Excess Insurance Authority:</i>					<u>\$312.00</u>	<u>\$0.00</u>		<u>\$312.00</u>
Express Services, Inc								
Express Services, Inc	4/3/2018	4/3/2018	20300863	PD office temp week end 3/11/18	\$633.12	\$0.00		\$633.12
Express Services, Inc	4/3/2018	4/3/2018	20333357	PD office temp week end 3/18/18	\$633.12	\$0.00		\$633.12
<i>Totals for Express Services, Inc:</i>					<u>\$1,266.24</u>	<u>\$0.00</u>		<u>\$1,266.24</u>
Globalstar LLC								
Globalstar LLC	4/3/2018	4/3/2018	9185400	Sat phone 3/18/18-4/15/18	\$87.15	\$0.00		\$87.15
<i>Totals for Globalstar LLC:</i>					<u>\$87.15</u>	<u>\$0.00</u>		<u>\$87.15</u>
Hammons Supply Company								
Hammons Supply Company	4/3/2018	4/3/2018	101372	City Hall janitorial supplies	\$1,380.63	\$0.00		\$1,380.63
<i>Totals for Hammons Supply Company:</i>					<u>\$1,380.63</u>	<u>\$0.00</u>		<u>\$1,380.63</u>
Harris & Associates, Inc.								
Harris & Associates, Inc.	4/3/2018	4/3/2018	37116	Engineering Svcs for February	\$1,380.00	\$0.00		\$1,380.00
<i>Totals for Harris & Associates, Inc.:</i>					<u>\$1,380.00</u>	<u>\$0.00</u>		<u>\$1,380.00</u>
Health Care Dental Trust								
Health Care Dental Trust	4/3/2018	4/3/2018	241360	Dental for April	\$2,229.57	\$0.00		\$2,229.57
<i>Totals for Health Care Dental Trust:</i>					<u>\$2,229.57</u>	<u>\$0.00</u>		<u>\$2,229.57</u>
J&R Floor Services								
J&R Floor Services	4/3/2018	4/3/2018	Three 2018	Janitorial services for March	\$4,880.00	\$0.00		\$4,880.00
<i>Totals for J&R Floor Services:</i>					<u>\$4,880.00</u>	<u>\$0.00</u>		<u>\$4,880.00</u>

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
LarryLogic Productions								
LarryLogic Productions	4/3/2018	4/3/2018	1719	City council meeting production 3/20/18	\$360.00	\$0.00		\$360.00
<i>Totals for LarryLogic Productions:</i>					<u>\$360.00</u>	<u>\$0.00</u>		<u>\$360.00</u>
LEHR								
LEHR	4/3/2018	4/3/2018	SH13462	Repair fuse in Car #1734	\$80.41	\$0.00		\$80.41
<i>Totals for LEHR:</i>					<u>\$80.41</u>	<u>\$0.00</u>		<u>\$80.41</u>
MPA								
MPA	4/3/2018	4/3/2018	April 18	Life/LTD for April	\$2,109.45	\$0.00		\$2,109.45
<i>Totals for MPA:</i>					<u>\$2,109.45</u>	<u>\$0.00</u>		<u>\$2,109.45</u>
NBS Govt. Finance Group								
NBS Govt. Finance Group	4/3/2018	4/3/2018	318000049	Admin Fees 4/1/18-6/30/18	\$4,460.60	\$0.00		\$4,460.60
<i>Totals for NBS Govt. Finance Group:</i>					<u>\$4,460.60</u>	<u>\$0.00</u>		<u>\$4,460.60</u>
PG&E								
PG&E	4/3/2018	4/3/2018	032218	Energy 2/21/18-3/21/18	\$543.08	\$0.00		\$543.08
PG&E	4/3/2018	4/3/2018	032118	Energy 2/21/18-3/20/18	\$3,349.59	\$0.00		\$3,349.59
PG&E	4/3/2018	4/3/2018	031518	Energy 2/13/18-3/14/18	\$19,103.07	\$0.00		\$19,103.07
<i>Totals for PG&E:</i>					<u>\$22,995.74</u>	<u>\$0.00</u>		<u>\$22,995.74</u>
Pond M Solutions								
Pond M Solutions	4/3/2018	4/3/2018	316	Fountain maintenance	\$650.00	\$0.00		\$650.00
<i>Totals for Pond M Solutions:</i>					<u>\$650.00</u>	<u>\$0.00</u>		<u>\$650.00</u>
Rex Lock & Safe, Inc.								
Rex Lock & Safe, Inc.	4/3/2018	4/3/2018	119181	New lock/leverset, PD	\$540.29	\$0.00		\$540.29
<i>Totals for Rex Lock & Safe, Inc.:</i>					<u>\$540.29</u>	<u>\$0.00</u>		<u>\$540.29</u>
Riso Products of Sacramento								
Riso Products of Sacramento	4/3/2018	4/3/2018	181179	Copier usage 2/20/18-3/19/18	\$95.72	\$0.00		\$95.72
<i>Totals for Riso Products of Sacramento:</i>					<u>\$95.72</u>	<u>\$0.00</u>		<u>\$95.72</u>
Roto-Rooter Sewer/Drain Service								
Roto-Rooter Sewer/Drain Service	4/3/2018	4/3/2018	C-739-18	Clear clogged urinal	\$235.00	\$0.00		\$235.00
<i>Totals for Roto-Rooter Sewer/Drain Service:</i>					<u>\$235.00</u>	<u>\$0.00</u>		<u>\$235.00</u>
Stericycle Inc								
Stericycle Inc	4/3/2018	4/3/2018	3004201958	Medical waste disposal	\$106.20	\$0.00		\$106.20
<i>Totals for Stericycle Inc:</i>					<u>\$106.20</u>	<u>\$0.00</u>		<u>\$106.20</u>
U S Healthworks Medical Group, PC								
U S Healthworks Medical Group, PC	4/3/2018	4/3/2018	3292826-CA	New employee physical, PD	\$292.00	\$0.00		\$292.00
<i>Totals for U S Healthworks Medical Group, PC:</i>					<u>\$292.00</u>	<u>\$0.00</u>		<u>\$292.00</u>
Warner Brothers Tree Service								

City of Clayton Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
Waraner Brothers Tree Service	4/3/2018	4/3/2018	14192	Tree work @ Lydia Lane	\$900.00	\$0.00		\$900.00
Waraner Brothers Tree Service	4/3/2018	4/3/2018	14163	Tree work @ Old MC median	\$4,320.00	\$0.00		\$4,320.00
Waraner Brothers Tree Service	4/3/2018	4/3/2018	14162	Tree work @ Donner Creek Trail	\$180.00	\$0.00		\$180.00
<i>Totals for Waraner Brothers Tree Service:</i>					<i>\$5,400.00</i>	<i>\$0.00</i>		<i>\$5,400.00</i>
Workers.com								
Workers.com	4/3/2018	4/3/2018	121559	Seasonal workers week end 3/4/18	\$2,409.38	\$0.00		\$2,409.38
Workers.com	4/3/2018	4/3/2018	121611	Seasonal workers week end 3/11/18	\$3,926.73	\$0.00		\$3,926.73
Workers.com	4/3/2018	4/3/2018	121661	Seasonal workers week end 3/18/18	\$305.55	\$0.00		\$305.55
<i>Totals for Workers.com:</i>					<i>\$6,641.66</i>	<i>\$0.00</i>		<i>\$6,641.66</i>
GRAND TOTALS:					\$142,513.36	\$0.00		\$142,513.36

004575 Seq. No.: 004546 004575

WEEK 13 BATCH 2309 28 PAYS

0 Employees With Overflow Statement

0 Overflow Statement 1 Total Statement

Tot Cks/Vchrs:00000000028 Tot Docs in all: 00000000031

First No. Last No. Total

Checks: ADPCHECK ADPCHECK 00000000002

Vouchers: 00000130001 00000130026 00000000026

Earnings Statement

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

CHECK STUFFING, RECONCILIATION

COPY

86664.72 GROSS
61297.79 NET PAY (INCLUDING ALL DEPOSITS)
8707.29 FEDERAL TAX
32.49 SOCIAL SECURITY
1201.27 MEDICARE
.00 MEDICARE SURTAX
.00 SUI/DI/FLI TAX
3440.20 STATE TAX
.00 LOCAL TAX
72871.89 DEDUCTIONS
411.58 NET CHECK

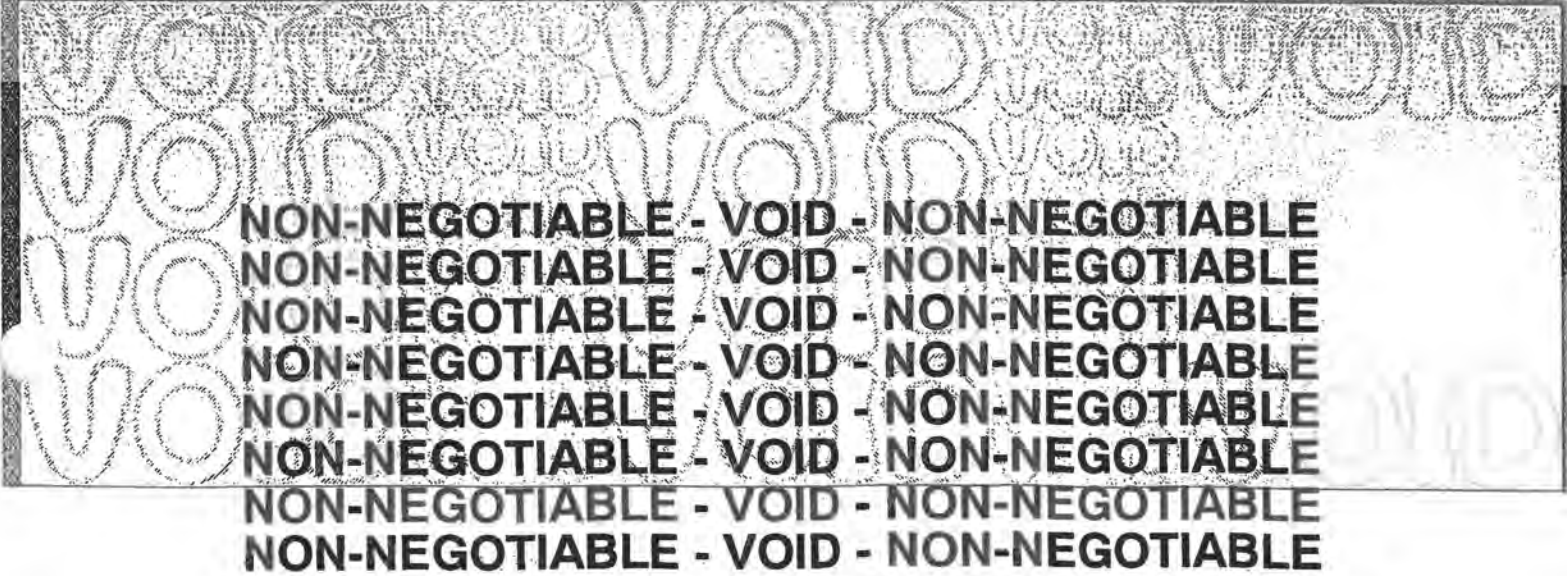
**COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001**

COPY

COPY




VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM





Agenda Date: 4-03-2018

Agenda Item: 3c

Approved: 
Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT ALMAN, CITY ENGINEER

DATE: April 3, 2018

SUBJECT: ADOPT A RESOLUTION APPROVING THE CITY'S LIST OF LOCAL TRANSPORTATION IMPROVEMENT PROJECTS FOR FISCAL YEAR 2018-19 INVOLVING ROAD MAINTENANCE AND REHABILITATION ACCOUNT – LOCAL STREETS AND ROADS FUNDS (RMRA-LSR; SB1)

RECOMMENDATIONS

It is recommended that the City Council adopt a resolution approving the City's list of local transportation improvement projects for Fiscal Year 2018-19 involving Road Maintenance and Rehabilitation Account – Local Streets and Roads Funds (RMRA-LSR; SB1)

BACKGROUND

The Road Repair and Accountability Act of 2017 (SB1 Beall) continues as a significant investment in California's transportation systems of about \$5.2 billion per year. The Act increased per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilized the price-based fuel tax rates and will provide for inflationary adjustments to rates in future years. This legislation more than doubles local streets and road funds allocated through the Highway Users Tax Account (HUTA), allocating funds from new taxes through the new RMRA account.

DISCUSSION

The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in any fiscal year, a city or county must submit to the California Transportation Commission (CTC) a list of the City's local transportation improvement projects upon which the RMRA funds will be spent. A city does not necessarily need to spend its RMRA funds in the year collected and may roll those funds over into a future fiscal year to gain economies of scale from a larger overall improvement project.

Our 2017-18 Neighborhood Street Project to be completed this spring/summer treated all of the local streets having Pavement Condition Indexes (PCIs) less than 80 for the given year.

When our P-TAP consultant surveys our street system in the coming year, some of the streets just at a PCI of 80 this year will be less than 80 due to StreetSaver's® internal algorithm. Even with the PCIs of those streets being automatically lowered by the StreetSaver® algorithm, the overall average PCI for all of our local/neighborhood streets will be well over 80. That said, the next logical targeted group of streets will be the collector streets.

After review of the City's StreetSaver® database and PCI ratings by collector street, it was determined that in keeping with the City's policy of repairing worst streets first, Pine Hollow Road is the next logical candidate for maintenance and rehabilitation. After a discussion with the City Manager, it was determined the RMRA funds from FY 2018-19 should be put towards a larger Pine Hollow Road rehabilitation project. That objective can be undertaken in conjunction with our capital improvement project CIP#10379 Pine Hollow Road Upgrade in 2019, thereby treating the entirety of Pine Hollow Road from the City limit line to Pine Hollow Court at one time and create a complete entryway into Clayton.

FISCAL IMPACT

There is no fiscal impact from adopting the attached Resolution. The only impact would come from not adopting the proposed Resolution and therefore not meeting the requirements of SB1 and losing the City's allocation of RMRA funds for the year.

Clayton is projected to receive \$189,985.00 in RMRA funds for 2018-19.

Attachments: 1. Resolution with Exhibit A [4 pp.]

RESOLUTION NUMBER XX- 2018

A RESOLUTION APPROVING THE CITY'S LIST OF LOCAL TRANSPORTATION IMPROVEMENT PROJECTS FOR FISCAL YEAR 2018-19 INVOLVING ROAD MAINTENANCE AND REHABILITATION ACCOUNT – LOCALSTREETS AND ROADS FUNDS (RMRA-LSR; SB1)

**THE CITY COUNCIL
CITY OF CLAYTON, CALIFORNIA**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the State Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Clayton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Clayton staff has determined the Pine Hollow Road Maintenance and Rehabilitation project is the project that should receive street treatment utilizing 2018-19 funds from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1; and

WHEREAS, it has been calculated the City of Clayton is projected to receive of \$189,985.00 in RMRA funds in Fiscal Year 2018-19 from SB 1; and

WHEREAS, Clayton staff used the StreetSaver® Pavement Management System to develop its SB 1 Project List to ensure revenues are used on the most cost-effective projects that also meet the community's priorities for continual transportation investment; and

WHEREAS, Clayton staff has recommended it is most cost effective to roll the 2018-19 RMRA funds into a future year and construct the Pine Hollow Road Maintenance and Rehabilitation project with additional collected funds in order to obtain economies of scale of construction costs to match the magnitude of necessary street rehabilitation; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that Clayton's streets are in a very good condition with an average network Pavement Condition Index (PCI) greater than 80, and this ongoing RMRA revenue will assist the City to maintain the overall quality of Clayton's street system; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby approve the following:

RESOLUTION NUMBER XX- 2018

Section 1. The foregoing Recitals are true and correct statements of fact and in part, along with the accompany staff report, constitute the basis for necessity in authorizing this Resolution.

Section 2. The City Council does herein authorize the assignment of its expectant \$189,985.00 in RMRA funds to be used for the Pine Hollow Road Maintenance and Rehabilitation Project, which street project constitutes the City of Clayton’s local transportation improvement project to be constructed using its FY 2018-19 RMRA monies.

Section 3. The City Council further herein approves and authorizes the use of its Fiscal Year 2018-19 RMRA monies for construction of its assigned street rehabilitation project in a subsequent year.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 3rd day of April 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Keith Haydon, Mayor

ATTEST:

Janet Brown, City Clerk

Agenda Date: 4-3-2018

Agenda Item: 4a

City of Clayton
Police Department
6000 Heritage Trail
Clayton, Ca. 94517



Elise Warren
Chief of Police

DATE: February 27, 2018
TO: Gary Napper, City Manager
FROM: Elise Warren, Chief of Police
SUBJECT: Smart 911

Concord Police Department has purchased and rolled out Smart911. Smart911 allows citizens to provide additional details that 9-1-1 call takers may need in order to assist them during an emergency. The information provided will pop-up on the dispatchers screen anytime the enrolled person calls 911. Smart911 allows residents to enter a safety profile that includes details about all members of the household, all phone numbers (mobile, landline or VOIP) and all addresses including home, work and even vacation homes. Users can also add details about medical conditions, medications, vehicles, pets and even emergency contacts. Additionally, this system will also provide "push notifications" similar to Nixle and our county CWS system.

I met with Concord PD Chief Swanger to discuss the cost of this system to Clayton. Concord Police pays approximately \$18,000 per year for Smart911. Chief Swanger said our portion of the costs for this system will be included in our next dispatch contract. Our portion will be calculated by using our percentage of dispatch calls, which is approximately 6-7%. Based on this formula, I estimate our costs to be approximately \$1,000 – \$1,300 annually.

Margaret Romiti, Concord PD's Emergency and Volunteer Services Manager, has offered to do a short 5 minute informational presentation at a City Council meeting. She has also provided the outreach materials Concord is using to inform the public about this new service, which I have attached. Concord started using Smart911 in November 2017 and has been doing community education and outreach since that time. Their outreach includes attending community meetings, and posting information on their Facebook and Nextdoor pages.

I asked Ms. Romiti about citizen privacy concerns and was told the Smart911 owns all of the

data that citizen's provide. Consumer privacy information is posted on the company website, which in summary says the information will only be shared with Emergency Service Providers, or in compliance with a subpoena, court order, or other legal proceeding.

I recommend that we schedule Ms. Romiti to attend an April City Council meeting, and after that meeting we begin doing our public education and outreach.

Smart911 Frequently Asked Questions

How does Smart911 work?

Smart911 allows citizens to provide the additional details that 9-1-1 call takers may need in order to assist them during an emergency. When you dial 9-1-1 today the information received by the 9-1-1 call center can be limited based on the type of phone you are calling on. With Smart911, anytime you make an emergency call from a phone registered with your Safety Profile, the 9-1-1 systems recognizes your phone number and automatically displays your profile on the screen of the call taker who receives your call.

What is a Safety Profile?

A Safety Profile is a set of information about an individual, or a household that is contained within one account on Smart911.com. Information can include details about all members of the household, all phone numbers (mobile, landline or VOIP) and all addresses including home, work and even vacation homes. Users can also add details about medical conditions, medications, vehicles, pets and even emergency contacts.

What kind of information can I list in my safety profile?

You can include as little or as much information in your profile as you like. Information may include address, medical and security information. This service is voluntary, so you decide what information you want emergency responders to know about you when you call 9-1-1.

Who should create a Safety Profile?

Anyone can create a safety profile. Those that are especially encouraged to sign up are people with medical or disability information. Wireless phone users are also encouraged, as wireless phone calls to 9-1-1 only provide a general location of the caller, not an exact address. Adding your home, school and work addresses (including apartment and room numbers) can help responders locate you more easily.

How long does it take to create a Safety Profile?

Setting up a profile can take as little as 5-10 minutes, depending on how much information you wish to provide. You can always go back and update existing, or add additional information to your profile.

How do I know if my Safety Profile was successfully created?

When you complete registration, Smart911 will automatically direct you to your Smart911 Safety Profile and will send a message to your registered email address confirming your account. Smart911 will not deliver your Safety Profile to 9-1-1 answering centers unless you have verified the phone(s) listed in your profile by responding to the text message or automated call placed to that phone.

Account is created after first page of registration

To confirm your account and insure info is avail to 911 profile must be associated with a phone number

Is there a cost to sign up for Smart911?

There is no fee to create or maintain a Safety Profile with Smart911.

Can I include my family members?

You are encouraged to create a Safety Profile that includes everyone in your household. You can also create Safety Profile on behalf of elderly parents, those with disabilities, or anyone not comfortable with computers, designating yourself as the emergency contact.

What if English is not my primary language?

You can create a Safety Profile in multiple languages and specify your primary language. When your profile displays at the 9-1-1 center, it will be translated back into English. If an interpreter is required, the 9-1-1 Call Taker will be able to see which language you designated as your primary language.

Once I have signed up do I need to do anything else?



The more up-to-date your information is, the better. Smart911 prompts users to verify their information every six months. However, you should update your profile anytime there is any change to your information.

Is my information secure?

Yes. Your privacy is important to us. Your information is made available ONLY to 9-1-1 call takers and responders ONLY in the event you call 9-1-1. In some areas, you can choose to allow Smart911 to share your profile with Emergency Managers as they prepare for and respond to emergencies. If you reside or work in one of these areas, you will be presented with this option.



For Immediate Release

**The City of Concord Enhances 9-1-1 Services and Emergency Notification
With Smart911**

Public Safety Officials Encourage Residents to Sign Up For the Free Service That Provides Emergency Responders With More Information in the Event of an Emergency

Concord, CA **DATE**, – Public safety officials announced today that Smart911 is now available to all residents and travelers of Concord, CA. Smart911 is a free service that allows individuals and families to sign up online to provide key information to 9-1-1 call takers during an emergency. The Smart911 platform provides valuable new tools and the information listed in Safety Profiles enables a faster more informed response.

“Smart911 saves critical time in an emergency and has proven to save lives nationwide,” said **NAME, TITLE**, “The additional information provided in a Smart911 Safety Profile enables us to know exactly where we are going and who we are looking for in the case of an emergency. Taking advantage of Smart911 is one thing residents can do to help keep themselves and their loved ones safe.”

Smart911 allows citizens to [create a Safety Profile at www.smart911.com](http://www.smart911.com) for their household that includes any information they want 9-1-1 and response teams to have in the event of an emergency. When a citizen makes an emergency call, their Safety Profile is automatically displayed to the 9-1-1 call taker, allowing them to send the right response teams to the right location with the right information.

“The Smart911 Safety Profile is portable, meaning that citizens who register for this service will be better prepared in all towns and counties across the country that support Smart911,” said **NAME, TITLE**, “The Safety Profile travels with you and the additional information provided allows 9-1-1 dispatchers to send the right response teams faster.”

With Smart911, citizens can link both home and work addresses to mobile phones, which can be passed on to responders in the field for more a detailed, rapid response. Additional information including pets in the home, vehicle details in the event of an accident, and even emergency contacts can all be included in a Safety Profile. All information is optional and the citizen has the ability to choose what details they would like to include.

“Mobile phones cannot always determine your exact location, making it that much more difficult for 9-1-1 dispatchers to find you in the case of an emergency”, said **NAME, TITLE**, “A weak cell signal or a dropped call only adds to the difficulty. Information provided in your Safety Profile can help ensure that you receive help fast.”

Smart911 is a national service that protects over 45 million people across 44 states and 3,100 communities and has been credited with positively impacting emergency outcomes. Citizens are encouraged to create their Safety Profile with Smart911 today to have their information immediately available to 9-1-1 and to receive emergency notifications. Smart911 is private and secure, is only used for emergency responses, and only made available to the 9-1-1 system in the event of an emergency call.

Be Smart About Safety

Sign Up Today. It's Free.

 **Smart911.com**TM

No one plans to call 9-1-1, but now you can plan ahead.

Provide police, fire, and EMS the information
they need to help you in an emergency.



Free. Private. Secure.



Smart911.com[™]

Smart911 Fact Sheet

What is Smart911?

Smart911 is a service that allows residents to create a free Safety Profile for their household that includes any information they want 9-1-1 and first responders to have in the event of an emergency. Then, when anyone in that household dials 9-1-1 from a phone associated with their Safety Profile, their profile is immediately displayed to the 9-1-1 call taker providing additional information that can be used to facilitate the proper response to the proper location. At a time when seconds count, Smart911 provides details that could impact response the second an emergency call is placed, which could be the difference between life and death.

How does Smart911 work?



What citizens create...

What 9-1-1 call takers see...



How can I sign up?

You can sign up for Smart911 at www.smart911.com and create a Safety Profile for your household to give 9-1-1 valuable information about yourself, family members, your home, pets and even vehicles that will display automatically on the 9-1-1 call taker's screen when you make an emergency call. It's private and secure and you control what information is in your profile. These details can save seconds or even minutes during an emergency.

How does Smart911 Help?



Medical Conditions

For citizens who are affected by epilepsy, diabetes, Alzheimer's, allergies or other medical conditions Smart911 can inform responders of their condition as well as medications and emergency contacts.



Seniors & Elderly Care

For active seniors, a Safety Profile can provide peace of mind that in the event of an emergency 9-1-1 would have details on their home and medical needs. For caretakers, they can be assured that if the person they care for needs to dial 9-1-1 when they are alone, their details are available and the caretaker can be listed as an emergency contact.



General Emergencies

For all citizens, there is always the risk of unplanned accidents or events. Whether in a vehicle or in your home, even the most basic details such as the address association with a mobile phone can be available to 9-1-1 and response teams to send help fast.



Physical Disabilities

For those who have a physical disability or mobility restrictions, it is vital for responders to know about the person, their disability and what type of assistance or special equipment they may need to evacuate their home or receive transport.



Pets and Service Animals

For citizens with pets or other animals your Safety Profile can alert police to their presence when entering your home and Fire crews can be aware of exactly how many people and pets need to be evacuated from your home. For owners of a service animal, you can alert responders that your animal needs to be transported with you.



Agenda Date: 4-3-2018

Agenda Item: 8a

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 03 APRIL 2018

SUBJECT: PRESENTATION BY ALL OUT SPORTS LEAGUE (AOSL) REGARDING ITS CONTRACT COMMUNITY RECREATION PROGRAMS AND FEES

RECOMMENDATION

Following AOSL's report and opportunity for public comment, it is recommended the City Council provide any input regarding the City's existing multi-year contract with All Out Sports League (AOSL) for community recreation programs at the Clayton Community Gymnasium and at Clayton Community Park.

BACKGROUND

At its public meeting held on 03 March 2015, the City Council approved (by Consent Calendar action) a multiple-year contract with All Out Sports League (AOSL) for its continued provision of community recreation programs held in the Clayton Community Gymnasium and at the adjacent Clayton Community Park. The Agreement for AOSL's independent development and operation of recreation and enrichment programs is a 7.25 year contract that will expire at the end of Fiscal Year 2021-2022. A copy of the Agreement is attached as Attachment 3.

During the City Council's special meeting on 30 January 2018 involving Council-Manager Goals and Objectives, request was made for AOSL to provide a presentation to the City Council at an upcoming public meeting to share the current status of its community recreation programs, successes and highlights, and to share comparative data regarding prevailing participant program fees at other venues. On mutual arrangement, AOSL's President, Mr. Casey Copeland, will attend the April 3rd City Council meeting and provide a report and answers questions regarding his very successful community recreation programs.

DISCUSSION

As an independent contractor of the City, AOSL determines the types of community recreation programs it offers primarily based on factors such as community interest and participation experience, in addition to discerning which programs match unfilled niches in area recreation programming. In addition to its production of AOSL-operated recreation programs, AOSL is also charged by the City to manage third party rentals of the Clayton Community Gymnasium during the City's allocated shared-use time of this public facility located on the campus of Diablo View Middle School (in accordance with the Master Agreement between the City and the Mt. Diablo Unified School District). Such facility rentals range from private party rentals (e.g. birthdays) to other organized sports leagues desiring use of the gymnasium for its own programs (e.g. CYO Basketball). AOSL also offers drop-in volleyball and basketball time slots, subject to other competing programs for gym floor time.

As requested, Mr. Copeland has provided a written report summarizing AOSL's community recreation program experiences. It addresses the question of comparative recreation fees and residency of participants in the report and in the accompanying spreadsheet (ref. Attachments 1 and 2). His submitted information reveals AOSL's participant and facility fees are at the competitive best for comparable facilities and program benefits. When reviewing the comparative analysis it is important to bear in mind virtually all parks and recreation program fees charged by cities (when operated by the municipality) are heavily subsidized by that public entity's general fund as "lost leaders" to invite and entice community wellness and participation. To the contrary, the City's contract with AOSL does not require or involve any general fund subsidies to manufacture lowered participant fees. AOSL further pays the City \$2,650 per month for its exclusive right to produce and manage community recreation programs at the joint-use Clayton Community Gymnasium during the City's shared-use time periods.

SUMMATION

AOSL provides exemplary recreation programs and has performed outstandingly under its contract with the City; staff's receipt of program or operator complaints is almost nil. Mr. Copeland and his AOSL organization have well served the City and its Clayton Valley community during his tenure at the Clayton Community Gymnasium. He works cooperatively with the middle school campus administration and is very accommodating when public school events necessitate priority uses or unexpected scheduling bumps.

FISCAL IMPACT

By terms of the Agreement, AOSL presently pays the City \$31,800 in Fiscal Year 2017-18 for its exclusive right to manage, schedule and operate the joint use Clayton Community Gymnasium. That fiscal arrangement will rise to \$33,600 to the City General Fund in Fiscal Year 2018-19.

The City incurs no expense or obligation in its Agreement with AOSL for this purpose.

- Attachments: 1. AOSL 2018 Report [2 pp.]
2. Spreadsheet of AOSL Pricing Comparison [1 pg.]
3. City Agreement with AOSL [13 pp.]



To: Gary Napper, Clayton City Manager
From: Casey Copeland, President of All Out Sports League
Date: 3/27/18
Re 2018 AOSL Report

All Out Sports League (AOSL) is a 501 (c)3 tax exempt corporation based in Clayton Ca. AOSL was established In January 2008 and recently celebrated 10 years of business. AOSL offer programs in Clayton, Antioch and Hercules.

The people of Clayton have been amazing! We have grown because of their input of programs they would like to see.

AOSL has over 2500 annual participants in its programs. Programs include youth basketball leagues, camps and training, youth volleyball leagues and camps, free flag football camps, tee ball, club sports, drop in basketball, sports themed birthday parties, jr. general manager programs, free financial seminars for kids. For adults sports we offer adult volleyball leagues, adult softball league and drop in volleyball.

AOSL provides financial scholarships for families in need. Since inception, AOSL has never let a child not participate in its programs because of financial reasons. All youth basketball games are live streamed for families who are not able to be at the games. Games can also be watched on replay. AOSL offers employment to kids to work the clock and help at the gym. AOSL also provides facility management.

A recent program, pricing and boundary survey was conducted by AOSL. We contacted the following programs that are within a 20 mile radius of AOSL; City of Concord, City of Walnut creek, City of Pleasant hill, Ultimate fieldhouse, Walnut creek adult softball association, Elevate, Walnut creek athletic association, Cal stars, Clayton Valley little league and CYO.

Please see the attached spreadsheet that details our findings.

AOSL offers 18 programs and services. The nearest competitor offers 7 programs and services (city of walnut creek).

Youth basketball is our most popular program. Our current price is \$193.50 per player which includes a custom uniform (top and bottom) that the player keeps. Our seasons are 8 weeks. Of the six competitors that offer recreation basketball, the average price is \$299 and some of these programs do not include a uniform and none of that provide live streaming. We are the only program that offers youth basketball for kids as young as 4.

Youth volleyball is another popular program. Our current price is \$155.00 per player which includes a custom jersey that the player keeps. Our seasons are 8 weeks. We only found one other program that offer youth recreation volleyball and that is city of Walnut creek for \$220.

Tee ball cost \$100. Our tee ball program is designed for very beginner players ages 3-5. Walnut creek athletic association and CVLL also offer tee beginning at 6 years for \$110 - \$200

Flag football camps are free during the summer. Walnut creek youth association offers a flag football league for \$75. New era flag football in Concord offers a flag football league for \$200.

700 Gym Court, Clayton CA 94517 (ph) 925-203-5626 (fax) 925-672-4303
All Out Sports League is a 501(c)(3) non-profit organization Tax ID #90-0433354
www.alloutsportsleague.com

Our Adult volleyball leagues are \$300. City of Walnut creek league is \$495, city of Pleasant hill is \$295

Our Adult softball leagues are \$55 per person. City of Pleasant hill is \$75 per person, City of Concord is \$65, Walnut creek athletic association is \$78 per person.

Drop in basketball and volleyball is \$5 and is standard across the other programs that offer it.

Our Club basketball programs is \$750, ultimate fieldhouse is \$1600 per player, Cal stars is \$800.

Our birthday parties cost \$250. Ultimate fieldhouse offers parties for \$250. Elevate offers parties for \$350.

Facility rental. Our courts are \$65 per hour. Ultimate is \$75 per hour, elevate is \$125 per hour, city of walnut creek is \$80 per hour.

Jr. General Manager program is \$100 per person. Not offered anywhere else.

Live streaming is free. Not offered anywhere else.

We also run free financial seminars for kids. Not offered anywhere else.

With regards to who's participating in our events, here's what we found:

Youth Basketball: 78% Clayton/Concord, 6% Walnut creek, 6% Pittsburg and 3% Antioch.

Youth Volleyball: 82% Clayton/Concord, 8% Walnut creek, 8% Pittsburg

Adult Softball: 88% Clayton/Concord

Adult Volleyball: 77% Clayton/Concord, 8% Walnut creek

AOSL Pricing Comparison

Programs	AOSL	City of WC	City of PH	City of Con	Ultimate	WCASI	Elevate	WCYAA	Cal Stars	CVLL	CYO
Youth basketball League	190	285	175		205		485	345			300
Youth basketball camps	100				225		125				
Youth basketball clinics	25	88			60		75				
Youth volleyball league	140	220									
Youth volleyball camps	75										
Youth tee ball	100							200		110	
Youth flag football camps	free		75								
Adult volleyball league	300/team	425	295								
Adult softball league	50/ppl		70/ppl	60/ppl		78/ppl					
Adult wiffle ball league	125			75/ct							
Drop in Volleyball	5	5									
Drop in Basketball	5						10				
Club Basketball	750				1600				800		
Junior GM Program	100										
Birthday Parties	250				250		350				
Gym Rental	65/ct	80/ct			75		125				
Youth financial seminars	free										
Live stream games	free										

AOSL City Boundary Comparison

	Clayton/Concord	Walnut Creek	Pittsburg	Antioch
Youth basketball league	78%	6%	6%	3%
Youth volleyball league	82%	8%	8%	0%
Adult softball	77%	7%	8%	0%
Adult volleyball	88%	0%	3%	0%

**AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF CLAYTON
AND ALL OUT SPORTS LEAGUE, INC., FOR DEVELOPMENT
AND OPERATION OF RECREATION AND ENRICHMENT
PROGRAMS AT THE CLAYTON COMMUNITY GYMNASIUM**

WHEREAS, pursuant to the Agreement between the City of Clayton (herein "City"), the Redevelopment Agency of the City of Clayton (herein "Agency"), and the Mt. Diablo Unified School District (herein "District") dated 22 May 2001, a gymnasium known as the Clayton Community Gymnasium (herein "Gymnasium") was constructed on land donated by the City at the Diablo View Middle School in Clayton, CA; and

WHEREAS, on 07 January 2015 an Amended and Restated Facilities Use Agreement between the City and the District was entered into for the purpose of resolving disputes between the Parties regarding the 2001 Agreement referenced above and an Agreement dated 07 February 1995 pertaining to the District's use of adjacent City-owned real property known as the Clayton Community Park; and

WHEREAS, pursuant to this 2015 Amended and Restated Facilities Use Agreement (hereafter the City/District Agreement) the District shall continue to make the Gymnasium and adjacent parking lot on Gym Court available for use by the City during non-school hours, Monday through Sunday, during the following times:

School Days	3:30 p.m. through 11:00 p.m.
Non-School Days	8:00 a.m. through 11:00 p.m.; and

WHEREAS, pursuant to the City/District Agreement, the City is to be responsible for the use, operation and control of the Gymnasium and adjacent parking lot on Gym Court during the City's periods of facility use; and

WHEREAS, All Out Sports League, Inc. (herein "AOSL") is a 501 (c) (3) public charity recognized by the Internal Revenue Service (IRS) of the Department of Treasury effective 13 June 2008, and is a nonprofit Mutual Benefit Corporation organized in the State of California with Articles of Incorporation first endorsed and filed with the CA Secretary of State on 22 December 2008; and

WHEREAS, at its regular public meeting held on 01 June 2010 the City's Council did review, approve and authorize an Agreement with AOSL for the development and operation of recreation and enrichment programs at the Gymnasium; and

WHEREAS, since 01 July 2010 and continuously thereafter, AOSL has offered, provided and operated community recreation programs, leagues and classes at the Gymnasium and at Clayton Community Park to the general satisfaction and acceptance of the City; and

WHEREAS, predicated on the revised and amended terms and conditions of the City/District Agreement, it is appropriate for the City and AOSL to re-examine and re-evaluate its 2010 Agreement and current relationship for the provision of community recreation and enrichment programs offered and provided by AOSL at the Gymnasium; and

WHEREAS, AOSL has indicated to the City's Manager its continued and renewed desire and capacity to continue offering such recreation services to the greater Clayton community at said facilities under a longer term agreement; and

WHEREAS, AOSL is familiar with the terms and conditions of the City/District Agreement pertaining to use of the Gymnasium, having received and reviewed a copy of same, and has expressed interest in operating community programs at the Gymnasium; and

WHEREAS, the City and AOSL each wish to continue the existing mutually-beneficial relationship in this regard for the betterment and well-being of City residents and the greater Clayton community.

NOW THEREFORE, City and AOSL agree as follows:

1. Program Development and Operation

AOSL will develop and operate diversified recreation and enrichment programs for youth, adults, and seniors, will advertise and market the same to take place at the Gymnasium and at other designated City-owned sites within the city of Clayton as may be agreed upon by City and AOSL. City will assist AOSL in marketing its programs through the City's existing web site and placement of City-approved AOSL-provided banners at locations within and approved by the City. The hours of operation of the Gymnasium shall be within the City's available and authorized use of the Gymnasium pursuant to the City/District Agreement as above outlined.

AOSL shall hire, train, and supervise its staff, and shall oversee and supervise all of its activities and programs offered at the Gymnasium or at other agreed upon sites pursuant to this Agreement. AOSL shall ensure each of its staff and individuals working with or volunteering to work with youth in its programs have cleared background checks and received necessary training as required by applicable state laws, prior to working with program youth.

City may suggest from time to time community programs to be offered at the Gymnasium, which AOSL will give good faith consideration to implement. City and AOSL staff will meet on a regular basis to discuss and review the operation of the programs in the Gymnasium and other aspects of this Agreement. The City will have the right to participate in the mutual development of additional programs and the option

to promulgate rules and regulations for such programs that are made available in the Gymnasium to non-AOSL affiliated groups.

AOSL will generate and recommend rules for use of the Gymnasium and rental policies to be reviewed and approved by City before they are implemented. In this regard, in its fees schedule AOSL agrees it shall ensure each of its community recreation and program fees that it charges is, at a minimum, at least ten percent (10%) less than comparable public recreation fees charged for comparable community recreation programs in the general East Bay area.

AOSL will exercise and implement due diligence and care of the Gymnasium pertaining to reasonable use of the facility during each and all activities under its supervision or operation, including the immediate report to the City of damages to the Gymnasium and the identification of responsible third parties, whenever possible.

The City's prior approval must be obtained before any long term or reoccurring third party rental contracts are entered into by AOSL lasting longer than six (6) months.

All contracts entered into between AOSL and any third party in any way related to this Agreement and the rights created herein shall include the following provision; "The parties are aware that AOSL is the City's independent contractor and that said parties will not have any enforceable rights as to the City of Clayton should ASOL be in default under this Contract."

All literature and collateral materials, related to the programs offered by the AOSL pursuant to this Agreement, including but not limited to uniforms, tee shirts, trophies, medals, banners, and other paraphernalia pertaining to the programs, will be printed with or bear both the AOSL and the City of Clayton logos, all of which are to be reviewed and approved in advance by staff of both agencies. AOSL will provide, and cause to be worn, appropriate shirts for its on-site staff identifying the "Clayton Community Gym" and the respective logos of each entity in order to assist users in the identification of the program and supervising personnel.

2. Fiscal Items and Reports

In valuable consideration thereof for the opportunity to perform community recreation programs and services under this Agreement and for the exclusive right of access to and priority use and management of the Clayton Community Gymnasium during the City's facility use days and hours, AOSL agrees to pay the City the following monthly rental amounts due and payable to the "City of Clayton" on or before the 1st day of each month during the Term of this Agreement and specified Time Period:

<u>Time Period</u>	<u>Monthly Rental Amount</u>
From Date of Agreement thru 30 June 2015	\$ 2,200.00
Fiscal Year 2015-16	\$ 2,350.00
Fiscal Year 2016-17	\$ 2,500.00
Fiscal Year 2017-18	\$ 2,650.00
Fiscal Year 2018-19	\$ 2,800.00
Fiscal Year 2019-20	\$ 2,950.00
Fiscal Year 2020-21	\$ 3,100.00
Fiscal Year 2021-22	\$ 3,250.00

AOSL shall act as the fiscal agent, collecting all user and rental fees related to Gymnasium rentals and daily use fees.

AOSL will account separately for all revenue received and expenses paid regarding its operation of the Clayton Community Recreation programs at the Gymnasium.

In the event a fiscal year (defined as July through June) operational surplus is experienced there will be an equal split of the revenue in excess of allowable expenses between the AOSL and City, said distribution to occur annually in the month of July. AOSL will provide monthly reporting no later than the fifteenth (15th) day of each month for the preceding month to the City Manager of City showing program usage and revenue and expenses. Allowable expenses include but are not limited to direct personnel and associated compensation costs, program and office supplies attributable to the Gymnasium and/or approved offsite locations, telecommunication expenses at the Gymnasium, direct supervisory personnel costs for the Gymnasium programs and activities, insurance premiums attributable to the Gymnasium, tenant improvements approved in advance by the City, advertisement/marketing expenses specific to the Gymnasium, and office furnishings and computer/software expenses for the Gymnasium and other fixed assets of a non-disposable nature (i.e., gym equipment) are to be expensed in a depreciation schedule approved by the City. Disallowed expenses include but are not limited to any corporate or administrative overhead costs of AOSL. In the event of disagreement over what constitutes an allowable expense, the final decision of the City shall prevail after notification in writing to AOSL.

Should the AOSL programs at or through the Gymnasium operate at an annual deficit as of June 30th of each year, AOSL herein understands and agrees it shall bear the entire cost with no recourse to City for reimbursement.

Each year by May 30th, AOSL will provide City with a "Performa" budget with its anticipated direct expenses in advance for the next fiscal year of operation at the Gymnasium. The City shall have the right to audit AOSL's records and hire an independent auditor at City's expense if it deems necessary.

A paid member from AOSL will attend and report on its current and upcoming program activities to the City's Council at one (1) of the Council's regularly scheduled public monthly meetings during each quarter of the calendar year.

3. Term

The initial term of this Agreement shall be from the date of execution of this Agreement by both Parties and continue for approximately eighty-eight (88) months ending 30 June 2022. Either party may terminate the Agreement during the term by giving the other party sixty (60) days prior written notice of termination.

In the event AOSL ceases the performance of services under this Agreement or otherwise abandons its program operations at and from the Gymnasium prior to the completion of the Term described in this Agreement, AOSL shall, without delay, deliver to the City all materials, City-purchased equipment and assets, and records prepared or obtained in the performance of this Agreement, and shall immediately and fully pay the remainder of any monies due the City.

4. Insurance

AOSL 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, AOSL 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) AOSL 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 Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants 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, its 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, AOSL 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, its 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) AOSL certifies that it 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 AOSL has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, AOSL shall maintain full compensation insurance for all persons employed directly by it 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. AOSL shall require all sub-contractors 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. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$2,000,000 per occurrence

(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.

e. Evidence Required

Prior to execution of the Agreement, AOSL 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.

f. Policy Provisions Required

(i) AOSL shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that AOSL 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, AOSL 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 AOSL'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. AOSL shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. AOSL 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 shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow AOSL or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. AOSL hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(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 AOSL from liability in excess of such coverage, nor shall it limit the AOSL'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.

g. 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.

h. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by AOSL, 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 AOSL 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 AOSL or City will withhold amounts sufficient to pay premium from AOSL payments. In the alternative, City may cancel this Agreement.

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

(iv) Neither the City nor its 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.

i. Subcontractor Insurance Requirements. AOSL shall not allow any subcontractors 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 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 AOSL, City may approve different scopes or minimum limits of insurance for particular subcontractors.

5. **Office Space**

The City shall provide to AOSL the non-exclusive use of its City office space within the Gymnasium at no cost by City during the time of its operational activities. AOSL agrees to and understands it shall provide at its sole expense any and all of its own office furniture, computer hardware and software programs, paper supplies and office equipment, and telecommunication, internet or cable connections sufficient to operate and maintain an on-site AOSL office within this space at the Gymnasium.

6. Indemnification

a. To the fullest extent permitted by law, AOSL shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its City Council, members of the City Council, its employees, and authorized 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, 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 AOSL, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the AOSL's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent AOSL's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the AOSL. AOSL's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its City Council, members of the City Council, its employees, or authorized volunteers.

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

7. Assignment

AOSL 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 AOSL from employing independent associates and sub-contractors as AOSL may deem appropriate to assist in the performance of services hereunder.

8. Entire Agreement

This Agreement represents the entire understanding of City and AOSL 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.

9. 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, AOSL 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.

10. Notices

Any and all Notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon or given to either party shall be in writing and shall be deemed properly delivered or served when personally delivered to the party to whom directed, or in lieu of personal service, when sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed as follows:

If to AOSL: All Out Sports League
Attention: Casey Copeland, CEO
5433 Clayton Road, Ste. K #196
Clayton, CA 94517

If to City of Clayton: City of Clayton
Attention: City Manager
6000 Heritage Trail
Clayton, CA 94517

Either party may change its address for the purposes of this Section by giving written notice of the change to the other party listed above in the manner provided for in this Section.

11. Independent Contractor

AOSL is retained as an independent contractor and is not an employee of City. No employee or agent of AOSL 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.

12. 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.

13. Third Party Rights

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

14. Equal Opportunity Employment

AOSL 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.

15. Severability

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

16. **Warranty of Authority**

Each party executing this Agreement warrants it is authorized to enter into this Agreement on behalf of their respective organization.

Executed in duplicate this 1st day of March 2015.

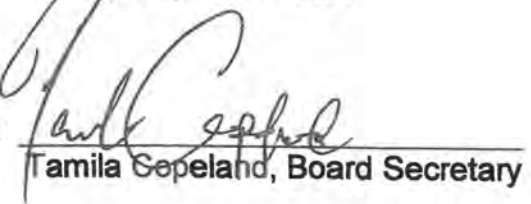
CITY OF CLAYTON, CALIFORNIA

ALL OUT SPORTS LEAGUE, a Mutual Benefit Corporation

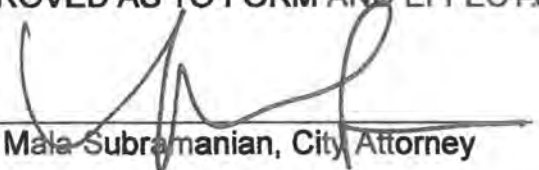
By: 
David T. Shuey, Mayor

By: 
Casey Copeland, CEO

By: 
Gary A. Napper, City Manager

By: 
Tamila Copeland, Board Secretary

APPROVED AS TO FORM AND EFFECT 

By: 
Mala Subramanian, City Attorney

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