



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

← · Mayor Sean Lomen · Mayor Pro Tem Trinity Burruss
Councilmembers · David Ackerman · Joe Fatula · Marnie Mendoza →

REGULAR MEETING AGENDA

January 13, 2021

Closed Session 5:00PM

Regular Session: 6:00PM

The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/87876063965>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

878 7606 3965

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1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 CLOSED SESSION

1A. **Call Closed Session to Order**

1B. **Roll Call**

1C. **Public Comment on Closed Session Items**

1D. **Closed Session:**

(a) Public employee performance evaluation pursuant to Government Code Section 54947

Title: City Manager

*****PUBLIC COMMENTS FOR CLOSED SESSION MUST BE RECEIVED BY 4:00PM January 13, 2021*****

Submit comments to the City Clerk via email at city.clerk@colfax-ca.gov, by mail to PO BOX 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713.

Comments received will be submitted to Council.

2 OPEN SESSION

2A. **Call Open Session to Order**

2B. **Closed Session Report**

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **Approval of Agenda Order**

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

Recommended Action: By motion, accept the agenda as presented or amended.

3 AGENCY REPORTS

3A. **Placer County Sheriff**



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

January 13, 2021

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- 3B. **CalFIRE**
- 3C. **CHP**

4 **PRESENTATION**

- 4A. **Colfax Bike Park** *(pages 5-18)*
Presentation: Griffin Vernon

5 **PUBLIC HEARING** (NO PUBLIC HEARING)

6 **CONSENT CALENDAR**

Matters on the Consent Calendar are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.

Recommended Action: Approve Consent Calendar

- 6A. **Minutes** *(pages 19-24)*

Recommendation: By Motion, approve the City Council Minutes of 12/9/2020.

- 6B. **City Planner Contract – Emmanuel Ursu** *(pages 25-40)*

Recommendation: By Resolution _-2021, authorize the City Manager to enter into a Contract Agreement with URSU Consulting for City Planning Services for a term of three years in an amount not to exceed \$270,021.

- 6C. **WWTP Planning Grant – Graham Environmental Budget Amendment** *(pages 41-58)*

Recommendation: By Resolution, _-2021, authorize the City Manager to increase the Graham Environmental budget in an amount of \$26,125 for a total amount not to exceed \$89,947.

- 6D. **Cash Summary – November 2020** *(pages 59-70)*

Recommendation: Accept and File.

- 6E. **Temporary Wastewater Operator Services – Coleman Engineering Budget Amendment** *(pages 71-88)*

Recommendation: By Resolution - _2021, authorize the City Manager to increase the Coleman Engineering contract in an amount of \$60,000 for a total amount not to exceed \$122,000.

- 6F. **Quarterly Sales Tax Analysis – 2020-Q3** *(pages 89-94)*

Recommendation: Accept and File

- 6G. **State of California declaring Auburn Endurance Events as the Official State 100-Mile Endurance Event** *(pages 93-94)*

Recommendation: By Motion, approve and sign support letter.

- 6H. **John McLaughlin Property Storm Drain Easement Improvements – Notice of Completion**

Recommendation: By Resolution _-2021 accept the John McLaughlin Property Storm Drain Easement Improvements as complete and authorizing the recording of the Notice of Completion *(Pages 95-98)*



- 6I. **WWTP Pond III Fissure Repair (Phase II) – GHD Budget Amendment** (pages 99-112)
Recommendation: By Resolution _-2021, authorize the City Manager to increase the GHD contract in the amount of \$12,500 for a total amount not to exceed \$41,000 for Pond III Fissure Repair Phase II.
- 6J. **Employee Share Agreement with Auburn for City Clerk Services** (pages 113-122)
Recommendation: By Resolution _-2021, authorize the City Manager to sign an Employee Share Agreement with the City of Auburn for part-time City Clerk services, as needed.

*** End of Consent Calendar ***

7 PUBLIC COMMENT

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

8 COUNCIL AND STAFF

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers**
8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

9A. **Abbott Letter of Recognition** (pages 123-124)

Presentation: Mayor Lomen

Recommendation: Approve and present letter of recognition.

9B. **Council Committee Assignments** (pages 125-130)

Presentation: City Manager Heathcock

Recommendation: By Motion, approve City Council Committee Assignments for 2021 and approve the tentative FPPC Form 806 listing compensated Councilmember appointments to boards and commissions.

9C. **2020 ISO Rating** (pages 131-158)

Presentation: Mayor Lomen

Recommendation: Discuss and provide direction to staff if necessary.

10 GOOD OF THE ORDER

Informal statements, observation reports and inquiries regarding the business of the City may be presented by council members under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.



11 **ADJOURNMENT**

I, Amy Lind, Interim City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Amy M. Lind

Amy Lind, Interim City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.



The Colfax Bike Park

Proposed by Griffin Vernon
(Colfax IB Student)

Generality of Proposal

The proposal is to build a Mountain Biking complex on the Colfax Landfill as suggested by Mr. Lomen for this project. The park would work in a series of phases, building each phase at a time based on funding and community involvement. Currently there are plans up to phase three of the park, the first phase consisting of access trails and a mixture of flow trail, pump track, and a blue dual slalom course. The mixture of the trails allows for a great introduction for new riders.

Why Build It?

Mountain Biking is a community of wonderful people. This will also contribute to the problem I have personally seen on Main Street where kids are playing on the street. Mountain biking is a great physical activity, using full body motion and is accomplished by anyone of any skill level. Not only is this a great use of space, but trails are made entirely of dirt and wood, easily demolished and altered to the public's interest.

Cost

A general study of local bike parks and trails equates to around \$15,000-\$25,000 per mile of track built. I believe that this park will be based on two sources of funding, grant funding being a main source of income but also donations ranging in level. Fundraisers could be bike races, silent auctions, or anything that brings in money. The Auburn bike park that I have been working on has received over \$100,000 through donations. The bike park in Truckee has received around \$1.1 million in donations and I feel that we could generate a adequate contributions as well.

The Phase System

The project would start in phases as money is raised, starting with simpler trails at the bottom then working upwards.

Plans



Phase One consists of the pump track, dual slalom, flow and technical trails ranging from an entry skill level to an intermediate skill level.

The black bar is the access trail to climb back up and the orange bar signifies the break at which the trails would not go past.

Community

Bike parks are constantly used. I have never seen the Auburn or Truckee bike parks empty when I go. People travel hours for these parks and if the Colfax bike park is just as great, I am sure we would attract even more people.

Benefits

- It is a great use of land
- It promotes business in Colfax for food and gas and other services
- Keeps people local to the bike park
- Provides great exercise option and community
- Brings more options to the community

Public Support

Such shops as:

- Lumenaris
- Main Street Pizza
- Grandma Cs Kitchen
- Dog Wash Store
- Colfax Salon
- Feather and Quill

School support

Community widespread support

Zoning

The lot is zoned for conditional use with a \$4000 fee for the form.

This is beneficial as it allows the City to easily set rules and regulations for the park.

Traffic to the Park

Bike park enthusiasts would utilize Iowa Hill Road to access the park. This poses no issue currently, as the traffic is not that heavy.

The lot itself already has a slab of concrete/asphalt that can easily accommodate parking spaces. If the parking design was fashioned into a roundabout style, it would allow for easy entrance and exit to the park.

Accommodations

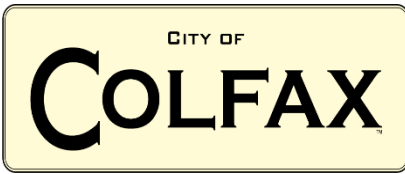
The park would have picnic benches for parents or bikers to eat and enjoy lunch. There would be an outhouse to accommodate for bathroom necessities. There is no need for electricity, as the park would operate within daylight hours.

There would need to be some plumbing for sprinklers/water nozzles to keep the course in tact from erosion.

Liabilities

The park would work underneath the California Government Code Sec. 831.7 with adaptation to the Colfax charter. This would operate the same way as the Auburn bike park that has been very successful underneath this code.

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City Council Minutes

Regular Meeting of Wednesday, December 9, 2020
 City Hall Council Chambers
 33 S. Main Street, Colfax CA via Zoom Meetings

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Mendoza called the closed session to order at 5:00PM

1B. Roll Call

Present: Fatula, Douglass, Burruss, Lomen, Mendoza

Absent:

1C. No public comment on Closed Session Items

1D. Closed Session

(a) Public employee performance evaluation pursuant to Government Code Section 54947

Title: City Manager

(b) Conference with legal counsel – existing litigation pursuant to Government Code Section 54956.9 (d) (1): ColfaxNet vs City of Colfax, Unites States District Court for the Eastern District of California Case Number 2:19- cv – 02167 – WBS – CKD

Councilmember Fatula has a financial conflict of interest; therefore, Councilmember Fatula recused himself from the ColfaxNet discussion.

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:07PM

City Attorney Cabral stated there was no reportable action out of closed session.

2B. Pledge of Allegiance

Tim Ryan led the Pledge of Allegiance

2C. Roll Call

Present: Fatula, Douglass, Burruss, Lomen, Mendoza

Absent:

2D. Approval of Agenda Order

Recommendation: By motion, accept the agenda as presented.

MOTION made by Councilmember Burruss and seconded Councilmember Lomen and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza

NOES:

ABSTAIN:

ABSENT:

3 AGENCY REPORTS

- 3A. California Highway Patrol Chris Naves provided a report.
CAL FIRE Chief Eagan provided a report.
Colfax Station Commander Sgt. Ty Conners provided a report.
Colfax Chamber of Commerce Tim Ryan provided a report.

4 PRESENTATION

- 4A. **Retail Strategies** - Presenters Matt Tate and Elliot Cook, provided an overview of their retail recruitment process (presentation available in record).

Public comment: Tim Ryan and Lauri Lish.

5 PUBLIC HEARING

- 5A. This item was delayed until after the consent calendar. Please see item 5A below.

6 CONSENT CALENDAR

Councilmember Fatula pulled item 6G from the consent calendar for further discussion and separate vote.

- 6A. **Minutes – Regular Meeting of October 28, 2020**
Approve the Minutes of the Regular Meeting of October 28, 2020.
- 6B. **Minutes – Special Meeting and Workshop of November 4, 2020**
Approve the Minutes of the Special Meeting and Workshop of November 4, 2020.
- 6C. **Cash Summary – October 2020**
Accept and File.
- 6D. **Quarterly Investment Report – Quarter ended 09/30/2020**
Accept and File.
- 6E. **Fiscal Year 2020-2021 Local Transportation Funds and State Transit Assistance Funds Claim Documentation**
Adopt Resolution 66-2020 authorizing the City Manager to file claims or execute agreements for: Local Transportation Funds in the amount of \$93,867 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code), and State Transit Assistance Funds of \$8,317 for transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).
- 6F. **Batchelder Union Negotiation Contract Amendment**
Adopt Resolution 67-2020 approving the budgetary amendment to the Batchelder Group Labor Negotiations agreement in the amount of \$10,000 for a total contract cost of \$22,000.
- 6G. **PG&E Microgrid Station Utility Easement APN 006-071-010**
Removed from the consent calendar. See action taken after consent calendar approval.
- 6H. **WWTP Construction Grant – Design/Build Contract with Holt Renewables**
Adopt Resolution 68-2020 adopting a Design/Build contract with Holt Renewables to design and construct a 481-kilowatt direct current ground mount solar power collection system at the City’s wastewater treatment plant with a 20% contingency in an amount not to exceed \$1,944,870.

6I. **Green Means Go**
Adopt Resolution 69-2020 Establishing Green Zones for the Green Means Go Pilot Project.

6J. **Cintas Uniform Agreement**
Adopt Resolution 70-2020 authorizing the City Manager to enter into a 5-year agreement with Cintas for uniform services in an amount not to exceed \$32,461.

By MOTION, approve the consent calendar excluding item 6G.
MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Fatula and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza

NOES:

ABSTAIN:

ABSENT:

6G. **PG&E Microgrid Station Utility Easement APN 006-071-010**

City Manager Heathcock provided background and further information on this item.

Adopt Resolution 71-2020 authorizing the City Manager to execute a PG&E Utility Easement on APN# 006-071-010 that will allow PG&E to supply power to most of the City during public safety power shutoffs.

MOTION made by Councilmember Fatula and seconded Councilmember Lomen and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza

NOES:

ABSTAIN:

ABSENT:

5 PUBLIC HEARING

5A. **Public Hearing, Osborn Development Project, Site Plan / Design Review**
Staff presentation by Planning Director Amy Feagans (presentation available in record).

No public comment received.

Council Member Fatula had questions and requested amendments to the Plan.

Council conducted a public hearing and adopted Resolution 72-2020 adopting the Mitigated Negative Declaration and approving the Design Review and Site Plan for the Osborn Development Project located at 1836 Canyon Way as amended.

MOTION made by Councilmember Fatula and seconded Councilmember Douglass and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza

NOES:

ABSTAIN:

ABSENT:

7 PUBLIC COMMENT

None.

8 COUNCIL AND STAFF REPORTS

Council Member Fatula reported on elections (City Manager Heathcock read into the record an email from Placer County Clerk Recorder Ryan Ronco), and the vegetation ordinance.

Council Member Douglass reported on SACOG, Pioneer Community Energy, Streetscape Design, and a Project Go Meeting.

Council Member Burruss reported on the Air Quality Board, Placer County Transportation Planning Agency and the recent COVID impacts.

Mayor Pro Tem Lomen reported on a shop local program and the upcoming Santa tour.

Mayor Mendoza reported the regional COVID meetings. She also reflected on her past year as Mayor and thanked Council Member Douglass for his time on Council.

City Manager Heathcock reported on the Streetscape Concept Workshop.

9 COUNCIL BUSINESS

9A. Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy Expanding Pioneer Community Energy Joint Power Authority Membership
Introduction by City Manager Wes Heathcock and presentation by Don Eckert, Pioneer Community Energy (presentation available in record).

No public comment.

Council member questions and comments followed.

Adopt Resolution 73-2020 approving Amendment No. 1 to the Amended and Restated Joint Power Agreement for Pioneer Community Energy expanding Pioneer Community Energy membership to include the County of El Dorado and the City of Placerville as Voting Members.

MOTION made by Councilmember Burruss and seconded Councilmember Fatula and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza

NOES:

ABSTAIN:

ABSENT:

9B. Second Amendment to Digital Billboard Sign and Relocation Agreement with Sierra Property Development

Staff Presentation by City Manager Wes Heathcock.

No public comment.

Adopt Resolution 74-2020 authorizing the City Manager to execute the Second Amendment to the Digital Billboard Sign and Relocation Agreement with Sierra Property Development.

MOTION made by Councilmember Fatula and seconded Councilmember Burruss and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza
NOES:
ABSTAIN:
ABSENT:

9C. Colfax Volunteer Fire Department Fleet and Merger Update

Staff Presentation by Battalion Chief Brian Eagan, Finance Director Laurie Van Groningen and City Manager Heathcock.

No public comment.

Councilmember questions and comments followed.

By MOTION, direct staff to start the comprehensive fire service analysis on the water tanker; and direct staff to get a workshop scheduled with representatives from the state insurance office, local insurers that provide coverage in the community, CAL FIRE, local volunteers and residents with the focus on what can be done to better service the community from an overall fire insurance perspective.

MOTION made by Councilmember Fatula and seconded Councilmember Burruss and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza
NOES:
ABSTAIN:
ABSENT:

9D. Results of the November 3, 2020 Election of Colfax City Council Members and Treasurer

Presentation by City Manager Heathcock.

Public Comment: Tom Parnham

Adopt Resolution 75-2020 declaring the results of the General Municipal Election held on November 3, 2020.

MOTION made by Councilmember Fatula and seconded Councilmember Lomen and approved by the following roll call vote:

AYES: Fatula, Douglass, Burruss, Lomen, Mendoza
NOES:
ABSTAIN:
ABSENT:

9E. Oath of Office and Seating of New Council Members and Treasurer

City Manager Heathcock and City Attorney Cabral spoke about the oath of office for newly elected Council Members and Treasurer.

At the General Municipal Election held in the City of Colfax on November 3, 2020, Marnie Mendoza and David Ackerman were duly elected to the office of City Council Member for the full term of four (4) years from and after November 3, 2020 and until their successors are elected and qualified, as determined by a majority of the votes cast.

At the General Municipal election held in the City of Colfax on November 3, 2020, Timothy D. Ryan was duly elected to the office of City Treasurer for the full term of four (4) years from and after November 3, 2020 and until a successor is elected and qualified, as determined by a majority of the votes cast.

Outgoing Council Member Douglass spoke about his time on the Council. His colleagues thanked him for his time on the Council.

Incoming Council Member David Ackerman relocated to City Hall to sign his oath of office. Oaths were completed by Marnie Mendoza and Tim Ryan as well.

9F. Rotation of City Council Officers: Mayor and Mayor Pro Tem

Staff Presentation by Alfred A. "Mick" Cabral, City Attorney

Mayor Mendoza opened nominations for Mayor.

By MOTION, nominate Sean Lomen as Mayor.

MOTION made by Councilmember Burruss and seconded Councilmember Fatula and approved by the following roll call vote:

AYES: Fatula, Ackerman, Burruss, Lomen, Mendoza

NOES:

ABSTAIN:

ABSENT:

Newly selected Mayor Lomen opened nominations for Mayor Pro Tem.

By MOTION, nominate Trinity Burruss as Mayor Pro Tem.

MOTION made by Councilmember Mendoza and seconded Councilmember Fatula and approved by the following roll call vote:

AYES: Fatula, Ackerman, Mendoza, Burruss, Lomen

NOES:

ABSTAIN:

ABSENT:

10 GOOD OF THE ORDER

Council Member Ackerman recognized outgoing Council Member Douglass.

Council Member Mendoza spoke about the Resolution by the City of Auburn regarding endurance events, and would like this Council to consider it as well.

Mayor Pro Tem Burruss spoke about COVID impacts to local businesses and would like the Council to further discuss. Consensus was to hold a Special Session and staff was directed.

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, without objection at 9:25 p.m.

Respectfully submitted to City Council this 13th day of January, 2021

Amy Lind, Interim City Clerk



Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, City Planner
Subject: City Planner Contract – Emmanuel Ursu

Budget Impact Overview:

| | | | | |
|-------------|------------------|-------------------|--------------------------|------------------------------|
| N/A: | Funded: √ | Un-funded: | Amount: \$270,021 | Fund(s): 100-450, 120 |
|-------------|------------------|-------------------|--------------------------|------------------------------|

RECOMMENDED ACTION: Authorize the City Manager to enter into a Contract Agreement with URSU Consulting for City Planning Services for a term of three years in an amount not to exceed \$270,021.

Summary/Background

The current contract City Planner, Amy Feagans, is retiring after five years of service with the City. After soliciting and interviewing a few candidates, it was determined that Emmanuel Ursu (URSU Consulting) would be the best fit for the City’s upcoming future and current planning needs.

Mr. Ursu is a professional planner with over 27 years, working on both the public side most recently as Planning Director for the City of Orinda in the East Bay, and also has experience working for private consulting firms.

The contract as proposed would provide up to 12 hours per week of planning services for three years (through 2024). The expectation is that the Planner would be in the office approximately one day per week depending on need.

Fiscal Impact:

Funding for these services will come primarily from the General Fund – Planning services (Fund 100-450), but may also be funded by development planning (Fund 120) application fees for specific projects such as Design Review permits, Use permits, Tentative Subdivision Maps. Grant application fees such as the recently awarded LEAP and REAP grant funds can also pay a portion of expenses for the consultant Planner.

The proposed contract amount of \$270,021 is for three years of services and included a 3 percent escalator after year 1 and year 2.

Attachments

1. Resolution __-2021
2. URSU Consultant Contract
3. Resume – Emmanuel Ursu

City of Colfax

City Council

Resolution No __-2021

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH URSU CONSULTING FOR CITY PLANNING SERVICES FOR A TERM OF THREE YEARS IN AN AMOUNT NOT TO EXCEED \$270,021

WHEREAS, the City’s current contract City Planner is retiring at the beginning of January 2021; and

WHEREAS, the City solicited resumes and interviewed professional Planners to replace the current City Planner; and

WHEREAS, Emmanuel Ursu, with over 27 years of experience in the planning field has the skills and qualifications to perform the job; and

WHEREAS, the resume of Emmanuel Ursu provides for the necessary services associated with planning needs for the City.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a Contract Agreement with URSU Consulting for City Planning Services for a term of three years in an amount not to exceed \$270,021.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of January, 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Sean Lomen, Mayor

ATTEST:

Amy Lind, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **14th day of January, 2021** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **URSU Consulting** ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three (3) years commencing the day following the elected body approval.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$5000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have

the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Consultant: URSU Consulting
7001 Ryan Ranch Road
El Dorado Hills, CA 95762

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

| | |
|---|---|
| <p>CITY</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>CONSULTANT</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|

APPROVED AS TO FORM:

City Attorney

December 15, 2020

Wes Heathcock, City Manager
City of Colfax
P.O. Box 702
Colfax, CA

Via Email: Wes.Heathcock@colfax-ca.gov

RE: Proposal for Contract Planning Services

Dear Mr. Heathcock,

Thank you for the opportunity to submit this letter proposal to provide contract planning services to the City of Colfax. I look forward to working with City staff in providing an exemplary level of service to residents, property owners and leaders of the community.

My understanding is that the City of Colfax has the need for a Planning Director to staff the Planning Department 12 hours per week to process development applications, handle public inquires, prepare staff reports, make presentations to the City Council and advisory committees, and conduct other planning department activities deemed necessary by the City Manager. Work will commence on or around January 19, 2021 and will be performed remotely except that on-site staffing will be provided one day per week coinciding with a day of the week that the Building and Engineering staff are present.

I have extensive experience working for public agencies and on a wide variety of projects. As outlined in my attached resume, I have had a long city planning career working in a variety of California jurisdictions including in a similar context with the City of Orinda where for 15 years I served as the Planning Director of a relatively small, hillside community. My billing rate is \$140 per hour with annual 3% increases.

Please do not hesitate to contact me with any questions or requests for modifications to this proposal.

After the contract is approved, I would appreciate the opportunity to schedule a kick-off meeting with the current Planning Director, Amy Feagans and other key City staff to ensure a smooth transition.

Sincerely,



Emmanuel Ursu,
Principal
URSU Consulting

EXPERIENCE**URSU Consulting**

Principal
October 2015 - Present

M-Group

Principal Planner
November 2015 – Present

City of Orinda, CA

Director of Planning
November 2000 to Sept. 2015

Willdan Group

Assistant, Associate &
Senior Planner
August 1989 - October 2000

EDUCATION**Bachelors of Science in Urban and Regional Planning**

California State Polytechnic
University
Pomona, CA

Continuing Education

UC Davis Extension
California League of Cities

MEMBERSHIPS**League of California Cities**

President Planning and
Community Development
Department
2008 – 2009

Policy Committee Member
Administrative Services and
Environment Quality

Emmanuel brings a wealth of experience in municipal planning with over 27 years in the public and private sectors. He has over 15 years of experience managing all aspects of the Orinda Planning department. While in Orinda, Emmanuel guided the City's most significant and high-profile developments in a challenging environment with competing objectives, a highly involved constituency, hands-on community groups, keen media interest, and thoughtful decision makers. Emmanuel is a proven leader, having facilitated development of Orinda's first affordable housing project and negotiating on behalf of the City over large scale developments and with project proponents, and other government agencies.

AREAS OF EXPERTISE

Land Use Planning & Development Review
Planning Division Team Management
Affordable Housing
Project Coordination

MANAGEMENT EXPERIENCE

DIRECTOR OF PLANNING | CITY OF ORINDA, CA

Managed and oversaw all aspects of the Planning Department and managed the contract with the County Building Division for plan check and inspection services. Implemented and updated the Zoning Code and General Plan including the City's first State certified housing elements (4th and 5th Cycles).

Fostered and maintained positive relationships with the City Council, city commissions and committees and community groups. Streamlined the development review process while allowing additional opportunity for public input. Prepared RFQs and RFPs, selected and managed consultants including environmental, economic, and transportation consultants.

2040 GENERAL PLAN UPDATE AND EIR | TOWN OF WINDSOR, CA

Managed the consultant team hired by the Town to prepare a comprehensive update of the Town's General Plan and General Plan EIR.

SONOMA DEVELOPMENTAL CENTER SITE SPECIFIC PLAN AND EIR | COUNTY OF SONOMA, CA

Managing the consultant team hired by the County to prepare a specific plan and EIR for reuse of the 950-acre state-owned SDC site.

STAFFING SOLUTIONS

MILL CREEK MULTI-FAMILY DEVELOPMENT | TOWN OF WINDSOR, CA

Processing subdivision and design review applications for the development of 360 residential units near the Windsor SMART rail station.

BRODY RANCH MULTI-FAMILY DEVELOPMENT | CITY OF PETALUMA, CA

Processed zoning map amendment, planned unit development, subdivision and design review applications for the development of a 138 condominium and 61 single-family home development adjacent to the future North Petaluma SMART rail station.

PRESENTATIONS

League of California Cities Planning Commissioners Academy.

“New Commissioner Orientation,” March 2010

“Top Ten Questions,” March 2009

“Roles and Responsibilities of the Planning Commission,” March 2008

RIVERFRONT MIXED-USE DEVELOPMENT | CITY OF PETALUMA, CA

Processed design review applications, final subdivision maps, and infrastructure improvement plans for the development of 134 single-family homes and 122-room hotel in the Riverfront mixed-use development.

URBAN GROWN BOUNDARY RENEWAL BALLOT MEASURE | CITY OF ROHNERT PARK, CA

Assisted the City with the process of preparing and successfully presenting to the voters renewal and modification of the UGB ballot measure.

URBAN GROWN BOUNDARY EXTENSION AND RENEWAL BALLOT MEASURE | TOWN OF WINDSOR, CA

Assisted the Town with the process of preparing and successfully presenting to the voters renewal and extension of the UGB ballot measure. Coordinated with the Sonoma Local Agency Formation Commission, Sonoma County, property owners and with the environmental review consultants.

RANCHO MALIBU HOTEL, WILDLAND FIRE RECOVERY ASSISTANCE | CITY OF MALIBU, CA

Processed controversial development proposal and managed EIR for 144-unit hotel on a 26-acre site in the center of Malibu. Also processed development applications for reconstruction of homes destroyed by the 1993 and 1996 wildland fires, and assisted with day-to-day operations of the Planning Department.

VIEW PRESERVATION AND RESTORATION

BALLOT MEASURE IMPLEMENTATION | CITY OF RANCHO PALOS VERDES, CA

Implemented the voter approved view preservation and restoration ballot measure requiring restoration of views impaired by vegetation on neighboring properties. Also mediated disputes between property owners.

SPORTS TRAINING, AIR FORCE BASE, DEFENSE CONTRACTOR FACILITY DEVELOPMENT AND IMPROVEMENTS | CITY OF EL SEGUNDO, CA

Processed land use applications for the development of the Los Angeles Lakers and Kings training facility and for improvements at the Los Angeles Air Force Base and Lockheed-Martin facilities. Also provided staffing assistance with day-to-day operations of the Planning Department.

REDEVELOPMENT AREA PROJECT PROCESSING | CITY OF CULVER CITY, CA

Processed development proposals for large-scale infill projects in a redevelopment area that incorporated a mix of retail, service and parking structures.

EARTHQUAKE RECONSTRUCTION AND DEVELOPMENT REVIEW | CITY OF SANTA MONICA, CA

Lead planner for the City's earthquake recovery efforts after the January 1994 Northridge earthquake. Also processed applications for a wide variety of retail, service, institutional, and residential development proposals.

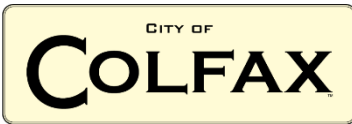
NEWLY INCORPORATED CITY STAFFING | CITY OF CALABASAS, CA

Staffed the Planning Department for the then newly incorporated city. Established department operating procedures, prepared code updates and fee schedules, and lead processing of most development applications.

CONTRACT STAFFING SERVICES | VARIETY OF SOUTHERN CALIFORNIA CITIES

Also provided contract planning services to the cities of La Habra Heights, Carson, Rosemead, Azusa, Huntington Beach, and Long Beach processing a variety of development proposals and administering housing rehabilitation programs.

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Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: WWTP Planning Grant – Graham Environmental Budget Amendment

Budget Impact Overview:

| | | | | |
|-------------|------------------|-------------------|-------------------------|--|
| N/A: | Funded: ✓ | Un-funded: | Amount: \$89,947 | Fund(s): 561(Reimbursed by Grant) |
|-------------|------------------|-------------------|-------------------------|--|

RECOMMENDED ACTION: Authorize the City Manager to increase the Graham Environmental budget in an amount of \$26,125 for a total amount not to exceed \$89,947.

Summary

The scope of work to prepare and process the environmental documents for the construction grant included the preparation of a separate Categorical Exemption for the sewer collection system rehabilitation work. After further consultation with staff at the State Water Resource Control Board, it was decided that the collection system project environmental process should be folded into the Mitigated Negative Declaration process for the Solar and Algae Reduction projects at the Wastewater Treatment Plant. As a result, additional effort was needed to survey the potential rehabilitation pipelines and manholes throughout the City.

The extra research and survey scope was estimated to cost an additional \$26,125 over the original contract amount of \$58,020; therefore, staff is requesting that Council authorize a budget increase to Adrienne Graham's contract of \$26,125 to \$84,145. Council originally approved a budget for this work in the amount of \$63,822. Staff is request that Council authorize an increase of the not-to-exceed budget by the same amount to \$89,947.

Background

The State Water Resources Control Board and the nine Regional Water Quality Control Boards, collectively the State Water Board, protects and improves water quality in California through several regulatory and financial assistance programs. The Federal Clean Water Act established the Clean Water State Revolving Fund (CWSRF) program to finance the protection and improvement of water quality.

Section 79723 of Proposition 1 allocates \$260 million to the [CWSRF](#) Small Community Grant (SCG) Fund. The State Water Board has an annual SCG appropriation of \$8 million dollars, which is administered consistent with the CWSRF Intended Use Plan (IUP), and the [CWSRF Policy](#). The Proposition 1 funds will supplement existing SCG authority. [CWSRF applications are accepted on a continuous basis](#), and eligible projects are funded as applications are completed and approved.

The SCG Fund allows the State Water Board to assist communities in California with the most need, helping those that cannot otherwise afford a loan or similar financing to move forward with water quality improvements. According to the 2016 Median Household Income (MHI) Data, the City of Colfax could qualify for a 100% Grant as long as all the components of the project are eligible under the CWSRF Policy. Grant funds may be awarded up to \$500,000 for Planning and \$6,000,000 for Construction.

At the September 26, 2018 regular meeting, Council authorized the City Manager to apply for grant funding to conduct a comprehensive sewer Collection System and Wastewater Treatment Plant improvement project to improve operations, make needed system repairs and upgrades, and reduce ongoing operational costs. The City is hopeful that the grant dollars will offset future rate increases by reducing infrastructure upgrade obligations. Other benefits would include: Energy efficiency, reduction of Inflow and Infiltration (I&I), prevention of Sanitary Sewer Overflows (SSO's), and replacement of City Infrastructure that has exceeded its useful life.

City Staff has identified the following activities to be considered for this potential funding:

1. Pump Station 3 Force Main Repair

The City lift station #3 Force Main Pipe is constructed of asbestos concrete that is severely aged. The 900 linear feet of 4-inch pipe has required maintenance to address a section that recently failed. During the repair, City staff noticed the pipe has become brittle, which indicates further issues are inevitable. The construction project is planned to use either open trench or bursting to remediate the system deficiency.

2. Installation of Solar at the Wastewater Treatment Plant (WWTP)

The cost of Utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. The City would like to pursue having solar panels installed at the WWTP through a purchase agreement.

3. Algae Control – Installation of Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF)

During the wet season, influent flows which are higher than the WWTP is designed to handle are stored in the plant's pond system. The water is then recovered from the ponds and added to the influent for treatment.

Storing water rich in nutrients, combined with warm temperatures and sun causes algae to grow. The WWTP is not equipped to deal with algae, as it causes an increased, but false, Chemical Oxygen Demand (measurement of chemicals in the water that can be oxidized) and turbidity issues. The plant operators use the Chemical Oxygen Demand to calculate process changes needed. Turbidity monitoring is a NPDES (National Pollutant Discharge Elimination System) requirement per the State Water Resources Control Board's permit for the WWTP.

The WWTP's permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the ponds on a consistent basis. The goal is to purchase a .25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

4. Sewer Collection System Improvements

The City would like to review and update the Wastewater Collection System Condition Assessment created in 2010 and develop a construction plan for remaining repairs to reduce I&I.

The City completed two large I&I remediation projects in 2010/11 and 2012/13. The projects replaced or lined nearly 18,000 feet of sewer main (40% of total), rehabilitated over 47 manholes (29%), and replaced more than 187 laterals (27%) between the main and the property lines. This new project would enable the City to review the Remaining C1 (Condition assessment of Immediate Risk of Failure) Repairs that were identified previously and assess the current condition of the sewer collection system pipelines. The aforementioned repairs reduced the peaking factor during rain events to eight times the flow during dry season. The new I&I project goal is to reduce the flow peaking factor to four times the dry flow, thus diminishing the need to upsize collection pipes leading to the WWTP.

The grant funding is from the US Environmental Protection Agency (EPA); therefore, the improvement projects will be subject to both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The City will serve as lead agency for CEQA. The State Water Resources Control Board (Water Board) will serve as a responsible agency under CEQA and handle the NEPA review. Coordination with the Water Board early in the process will ensure that the environmental studies and CEQA documentation are adequate both for the Water Board and NEPA purposes. The City does not have the specialized expertise in-house to perform the environmental review; therefore, staff is recommending contracting with Adrienne L. Graham, AICP to execute the following tasks:

Task 1: Project Initiation

The consultant will review existing documentation, including the City's General Plan, engineering studies prepared for the project, the grant application, and any other pertinent project documents provided by the City. A meeting with City staff could occur during this task to discuss the proposed project, CEQA process, scope, schedule or other items as warranted. In addition, the Consultant will discuss the scope of the environmental analysis with Water Board staff.

A draft project description will be drafted and circulated to the City for review based on available engineering and other information provided by the City. The Consultant will revise the draft project description based on City comments.

The Consultant will work with the City and Water Board to confirm that the collection system and wastewater improvement portions of the project are eligible for a Categorical Exemption under CEQA. An initial assessment of the potential for these projects to have significant impacts will also be made, based on the biological resource and cultural resource surveys and construction emissions calculations. The biological and cultural resource surveys will be prepared after receipt of mapping that shows the pipeline corridors where improvements could occur and the boundaries of the Solar Power project, including possible staging areas. The construction emissions will be prepared after receipt of the same mapping information, as well as details about the type of equipment to be used, project duration and other factors. If emissions could exceed applicable thresholds and/or significant impacts on biological or cultural resources are identified, the Consultant will contact the City to discuss the incorporation of these projects into the Solar Power project MND, as described below. It is anticipated that this decision will be made prior to preparation of the Initial Study for the Solar Power project.

Task 2: Collection System and WWTP Improvements Categorical Exemptions

If no significant impacts are identified and mitigation is not required, then a Notice of Exemption (NOE) form will be prepared. The applicable exemptions will be identified, and an explanation of why the projects are exempt will be provided. A draft NOE will be provided to the City for review. After City review, a revised NOE will be provided to the City for signature. The City will submit the NOE to the County Clerk.

Task 3: Solar Power Project Mitigated Negative Declaration

Task 3A: Prepare Administrative Draft Initial Study (ADIS)

It is assumed the Solar Power project will not fall within one of the exemptions, therefore, a negative declaration or mitigated negative declaration must be prepared for the project. Due to its size and assumed operational characteristics, it is assumed that an Environmental Impact Report would not be required, even if the WWTP and collection system improvements are incorporated. If a significant impact that cannot be

mitigated to a less-than-significant level is identified, the consultant will immediately notify the City to discuss options for the CEQA analysis.

The consultant will prepare an Administrative Draft Initial Study (ADIS) in accordance with CEQA and the CEQA Guidelines to address the environmental effects of the Solar Power project. The Initial Study will be based on the Environmental Checklist within the CEQA Guidelines. The ADIS will describe the existing conditions within the project site based on information provided by the City, the biological and cultural resource studies, review of topographic maps, documents prepared for similar projects, review of public data bases that report known hazardous waste and related sites, and the site visit. Greenhouse gas emissions, toxic air contaminants and operational air emissions will be addressed qualitatively, based in part on documentation prepared for similar projects. The extent to which the project would adversely affect on-site resources will be evaluated. The Consultant will investigate City policies and regulations that would reduce project impacts. If a project impact could be still be significant, additional project-specific mitigation measures will be identified, where feasible measures are available.

Task 3B: *Prepare the Public Review Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration (IS/MND)*

Based on one consolidated set of comments from the City, the consultant will revise and finalize the Draft Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration. The consultant will submit a Screencheck DIS/MND for limited review by City staff to ensure that comments received on the Administrative Draft have been adequately addressed.

It is assumed that the City will undertake all noticing and will distribute copies of the Notice of Availability (NOA) and any copies of the IS/MND to responsible agencies and interested parties, except for the State Clearinghouse. The consultant will prepare the Notice of Completion (NOC) and submit 15 copies of the IS/MND to the State Clearinghouse. The consultant will also provide assistance with the text of notices, if requested.

Task 3C: *Prepare Responses to Comments*

After close of the public comment period, the consultant will prepare written responses to comments received on the Initial Study. These comments and responses will be provided to the City for incorporation into the staff report. If needed, the consultant will prepare an erratum identifying corrections to the Draft Initial Study. The consultant does not anticipate that these comments will raise new issues on the proposed project, or require additional quantitative analysis. Should this not be the case, the Consultant will immediately initiate discussion with City staff on how best to conduct this extra work.

Task 3D: *Prepare the Mitigation Monitoring and Reporting Program*

The consultant will prepare an administrative review copy of the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include in tabular form all mitigation measures identified in the Initial Study, and will identify the timing of measures and the parties responsible for implementing and monitoring each measure. After review by City staff, the MMRP will be revised and finalized.

Task 4: *Environmental Packages*

For all projects, the Financial Assistance Application Environmental Package form will be prepared, including the appropriate “cross-cutter” documents. The projects may be addressed in single or separate packages, depending on the timing of funding requests and the CEQA review.

The biological resource and cultural resource studies and the air quality analysis will be attached to the form. No other technical studies will be prepared.

A draft package(s) will be provided to the City and Water Board for review. After receipt of comments, the form(s) will be revised and finalized.

Task 5: Project Management, Meetings and Hearings

The Consultant will communicate with City staff throughout the environmental process. They will also oversee the sub-consultants and review the biological resources, cultural resources and air quality studies. The Consultant will attend up to three meetings or hearings with City and/or Water Board staff, and/or others (as directed by staff). Additional meetings, if necessary, will be reimbursed on a time-and-materials basis.

Products

- Electronic copy (word text files and pdf) and 3 hard copies of the Administrative Draft Initial Study provided to the City.
- Electronic copy (word text files in track changes) and 1 hard copy of the Screencheck Initial Study in track changes provided to the City for final review.
- 15 pdfs on disk with 15 hard copy summaries of the public review Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration submitted the State Clearinghouse (accompanied by a NOC) by the consultant.
- 1 unbound hard copy, and 1 electronic copy (pdf) of the Draft IS/MND provided to the City.
- Electronic copy (word text files) of draft responses to comments provided to the City.
- Electronic copy (word text files) and 1 hard copy of the Administrative Draft MMRP provided to the City.
- Electronic copy (word text files and pdf files) and 1 hard copy of the revised MMRP provided to the City.
- Electronic copy of the draft Environmental Package(s) provided to the City and Water Board.
- Electronic copy of the final Environmental Package(s) provided to the City and Water Board.

The environmental review is anticipated to be two-months after the City receives the planning grant award from the RWQCB. Staff is optimistic the RWQCB will approve the planning grant in February 2019. The goal of executing an agreement with Adrienne L. Graham, AICP contingent on RWQCB approval allows the City to move forward quickly.

RECOMMENDATION

Jim Fletter with Wood Rodgers provided the recommendation to procure Adrienne L. Graham, AICP environmental services based on past working experience with the consultant. Staff is recommending approval of an agreement with Adrienne L. Graham, AICP to perform tasks outlined in an amount not to exceed \$63,822, which includes a 10% contingency conditional on Regional Water Quality Control Board grant application approval.

Fiscal Impacts

The Graham Environmental contract change is charged to Fund 561 (WWTP) and reimbursed by the Regional Board Planning Grant. The increase is \$26,125 for a new not to exceed amount of \$89,947. The additional costs are necessary and fit within the Regional Board Planning Grant budget.

Attachments:

1. Resolution __ - 2021
2. Graham Environmental Agreement

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO INCREASE THE GRAHAM ENVIRONMENTAL BUDGET
IN AN AMOUNT OF \$26,125 FOR A TOTAL AMOUNT NOT TO EXCEED \$89,947

WHEREAS, City Council approved the agreement with Graham Environmental services on February 13, 2019 (Resolution 03-2019); and

WHEREAS, the scope of work to prepare and process the environmental documents for the construction grant included the preparation of a separate categorical exemption for the sewer collection system rehabilitation work; and

WHEREAS, after further consultation with staff at the State Water Resource Control Board, it was decided that the collection system project environmental process should be folded into the Mitigated Negative Declaration process for the Solar and Algae Reduction projects at the Wastewater Treatment Plant; and

WHEREAS, additional effort was needed to survey the potential rehabilitation pipelines and manholes throughout the City in the amount of \$26,125

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to increase the Graham Environmental budget in an amount of \$26,125 for a total amount not to exceed \$89,947.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of January 2021 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sean Lomen, Mayor

ATTEST:

Amy Lind, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 14th day of February, 2019 by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and Adrienne L. Graham, AICP ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
- i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.
- As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.
- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. **Workers' Compensation Coverage.** Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. **General Liability Coverage.** General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these

requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the

compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall

meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
 33 S. Main Street
 Colfax, CA 95713

If to Consultant: Adrienne L. Graham, AICP
 4533 Oxbow Drive
 Sacramento, CA 95864

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: Wes Heathcock

Printed Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

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Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – November 2020

Budget Impact Overview:

| N/A: ✓ | Funded: | Un-funded: | Amount: | Fund(s): |
|--------|---------|------------|---------|----------|
|--------|---------|------------|---------|----------|

RECOMMENDED ACTION: Accept and File.

Summary/Background

The monthly financial report includes General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and also as part of the proposed budget process each year.

The purpose of these reports is to provide the status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in November 2020. Some monthly highlights are listed below:

- November Revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of September 2020 (two month lag).
 - Reimbursement for Wastewater Treatment Planning Grant for quarter ended 09/30/2020.
- November expenditures included:
 - Distribution of CARES Act Grant funding for disbursement to qualified Colfax Businesses.
 - Construction and Professional services for Kneeland Street project.
- Negative cash fund balances at the end of November are due to timing of funding allocations and reimbursements:
 - Fund 570- Garbage Fund – Deficit balance remaining from previous Garbage contract. Balance is expected to zero out this fiscal year with franchise fees collected from Recology. Fund will be rolled into normal General Fund at that time.
 - Fund 200 – Cannabis Application. Balance is negative due to SCI services for assistance with Council workshops and development of new ordinance. It is anticipated that this fund will be made whole with future application fees.
 - Fund 203 – CDBG Covid-19 – Expenditures related to the grant application for funding – will be reimbursed by Grant funds if received – otherwise will be fund allocation from General Fund.
 - Fund 250 – Streets and Roads. This activity is funded by allocation from PCTPA, Gas taxes and General Fund transfer. Negative balance is typical for this early in the fiscal year. We are

currently in the process of requesting annual funding from PCTPA, but full funding is not anticipated until the end of the fiscal year – June 30, 2021.

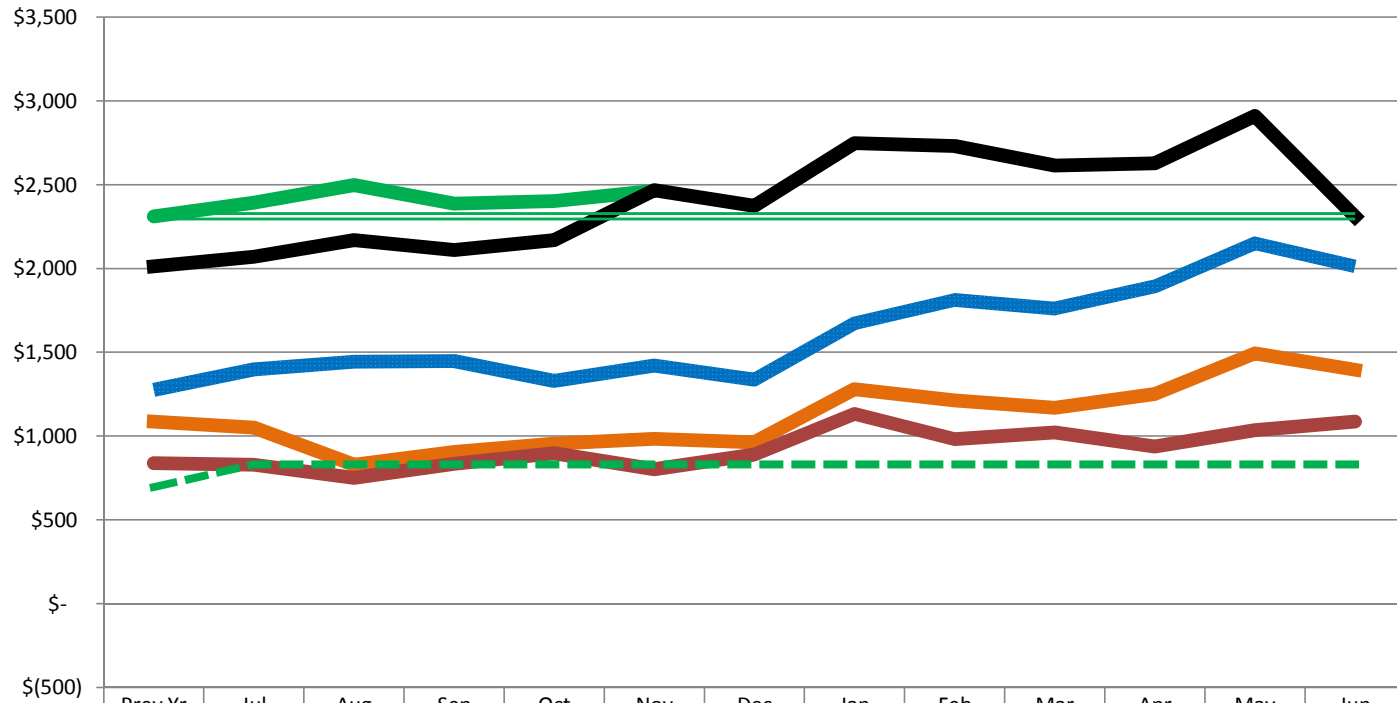
- Fund 300 – FY2020-21 ADA Improvements at the Sheriff substation - project is budgeted (\$20K) to be a transfer from General Funds. Project currently on hold due to estimates exceeding budgeted funding.
- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was anticipated in September, but is likely to be delayed to early in 2021. CDBG approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 365 – Kneeland Street project will be funded with transfer from Fund 258 – Road Maintenance reserved funding. Final project expenditures to be paid in December.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First request for reimbursement expected to be submitted in January 2021.
- Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board. Reimbursement for quarter ended September 2020 was paid in November. Next reimbursement request expected to be submitted by end of December.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections. Future repair work estimated at \$165K.
- Anticipated revenues/expenditures for December include:
 - Revenues
 - No out of the ordinary revenues anticipated
 - Expenditures
 - Construction/repair costs on the Pond 3 Fissure and Kneeland Street project.
 - Quarterly payment for Sheriff contract.

Attachments:

1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash Receipts)

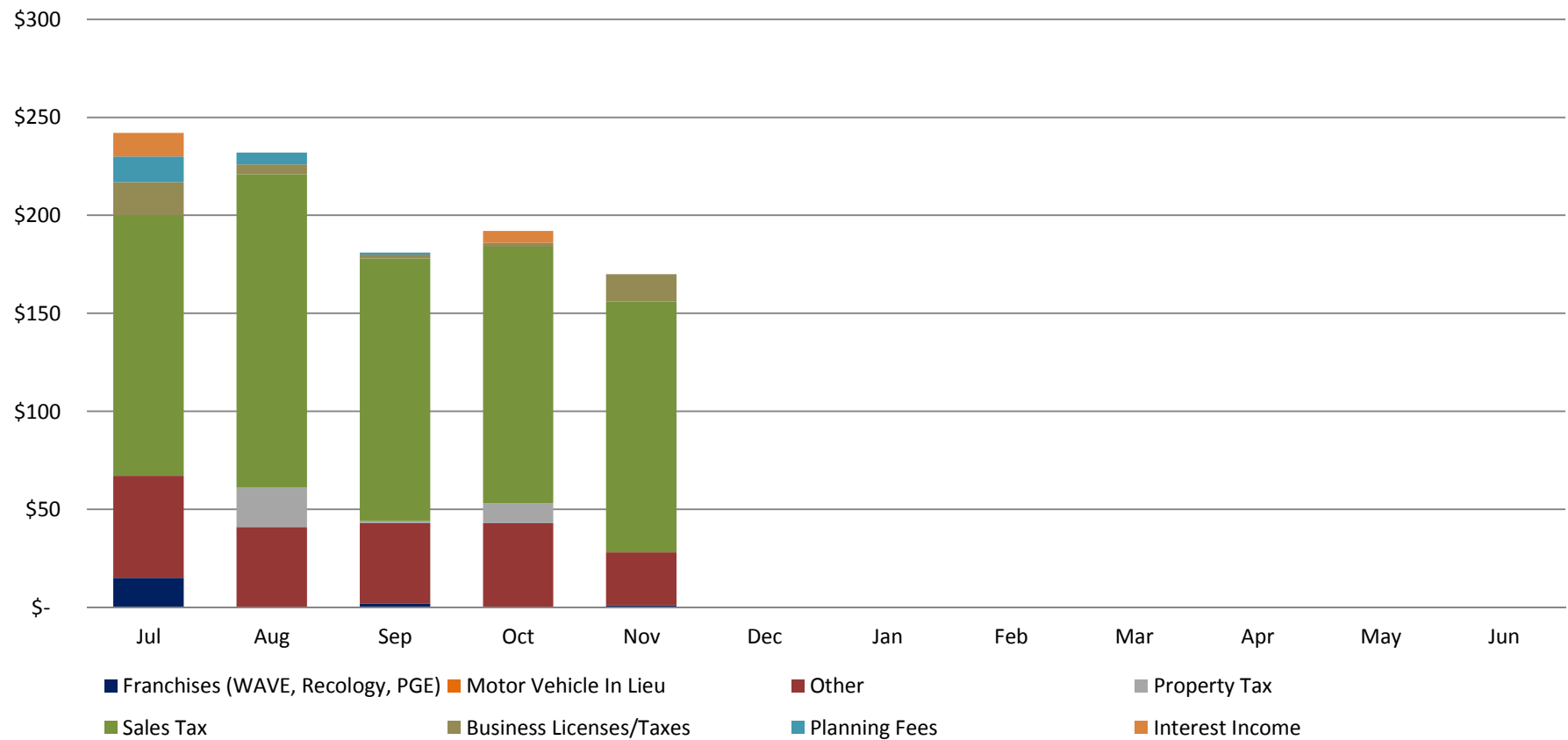
City of Colfax - November 2020 General Fund Reserved Cash Analysis (Dollars in Thousands)

Fiscal Year 2020-21 >>

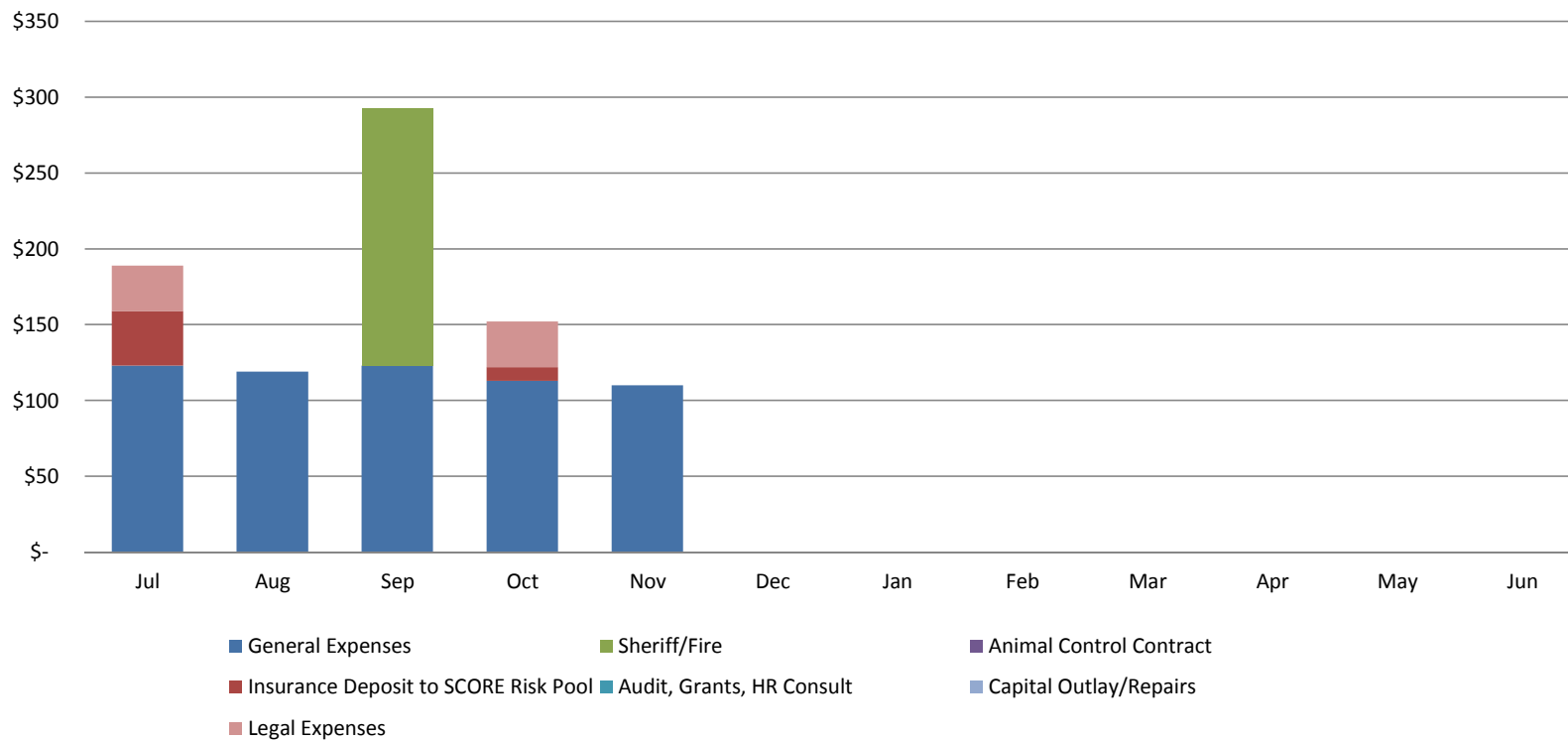


| | Prev Yr | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| — Cash Balance FY2020-21 | \$2,311 | \$2,392 | \$2,497 | \$2,386 | \$2,402 | \$2,463 | | | | | | | |
| — Cash Balance FY2019-20 | \$2,013 | \$2,069 | \$2,169 | \$2,110 | \$2,170 | \$2,467 | \$2,373 | \$2,747 | \$2,730 | \$2,615 | \$2,627 | \$2,910 | \$2,311 |
| — Cash Balance FY2018-19 | \$1,275 | \$1,398 | \$1,444 | \$1,447 | \$1,329 | \$1,420 | \$1,336 | \$1,672 | \$1,812 | \$1,760 | \$1,893 | \$2,151 | \$2,013 |
| — Cash Balance FY2017-18 | \$1,086 | \$1,050 | \$828 | \$905 | \$954 | \$983 | \$962 | \$1,280 | \$1,212 | \$1,168 | \$1,250 | \$1,493 | \$1,396 |
| — Cash Balance FY2016-17 | \$838 | \$829 | \$750 | \$835 | \$897 | \$802 | \$889 | \$1,133 | \$981 | \$1,022 | \$938 | \$1,034 | \$1,086 |
| - - *Reserves (Ops, Cap, Pen) | \$695 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 | \$830 |
| — Budget FY2020-21 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 | \$2,311 |

City of Colfax - November 2020 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax - November 2020 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



**City of Colfax
Cash Summary
November 30, 2020**

| | Balance 10/31/2020 | Revenues In | Expenses Out | Transfers | Balance 11/30/2020 |
|-----------------------------|------------------------|----------------------|------------------------|-----------------|------------------------|
| US Bank | \$ 111,343.50 | \$ 467,617.71 | \$ (701,832.92) | \$ 275,000.00 | \$ 152,128.29 |
| LAIF | \$ 6,889,482.19 | \$ - | | \$ (275,000.00) | \$ 6,614,482.19 |
| Total Cash - General Ledger | <u>\$ 7,000,825.69</u> | <u>\$ 467,617.71</u> | <u>\$ (701,832.92)</u> | <u>\$ -</u> | <u>\$ 6,766,610.48</u> |
| Petty Cash (In Safe) | \$ 300.00 | | | | \$ 300.00 |
| Total Cash | <u>\$ 7,001,125.69</u> | <u>\$ 467,617.71</u> | <u>\$ (701,832.92)</u> | <u>\$ -</u> | <u>\$ 6,766,910.48</u> |

Change in Cash Account Balance - Total \$ (234,215.21)

Attached Reports:

| | | |
|--|------------------------|------|
| 1. Cash Transactions Report (By Individual Fund) | | |
| 2. Check Register Report (Accounts Payable) | \$ (616,180.72) | |
| 3. Cash Receipts - Daily Cash Summary Report | \$ 271,538.47 | |
| Payroll Checks and Tax Deposits | \$ (57,725.05) | |
| Utility Billings - Receipts | \$ 148,239.59 | |
| Check - Voided in November | \$ 19,867.50 | |
| EFT - Dec 1st | \$ 45.00 | |
| | <u>\$ (234,215.21)</u> | \$ - |

Prepared by: Laurie Van Groningen, Finance Director
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock, City Manager
Wes Heathcock, City Manager

City of Colfax
Cash Transactions Report -November 2020

| | Beginning Balance | Debit Revenues | Credit (Expenditures) | Ending Balance |
|---|------------------------|----------------------|--------------------------|------------------------|
| Fund Type: 1.11 - General Fund - Unassigned | | | | |
| Fund: 100 - General Fund | \$ 2,325,245.47 | \$ 201,525.35 | \$ (139,203.15) | \$ 2,387,567.67 |
| Fund: 120 - Land Development Fees | \$ 82,610.36 | \$ 6,759.82 | \$ (8,543.68) | \$ 80,826.50 |
| Fund: 570 - Garbage Fund | \$ (5,661.33) | \$ - | \$ - | \$ (5,661.33) |
| Fund Type: 1.11 - General Fund - Unassigned | \$ 2,402,194.50 | \$ 208,285.17 | \$ (147,746.83) | \$ 2,462,732.84 |
| Fund Type: 1.14 - General Fund - Restricted | | | | |
| Fund: 200 - Cannabis Application | \$ (10,254.51) | \$ 8,448.00 | \$ - | \$ (1,806.51) |
| Fund: 205 - Escrow Funds | \$ 3,237.00 | \$ - | \$ - | \$ 3,237.00 |
| Fund: 571 - AB939 Landfill Diversion | \$ 25,717.26 | \$ - | \$ - | \$ 25,717.26 |
| Fund: 572 - Landfill Post Closure Maintenance | \$ 789,388.38 | \$ - | \$ (5,134.91) | \$ 784,253.47 |
| Fund Type: 1.14 - General Fund - Restricted | \$ 808,088.13 | \$ 8,448.00 | \$ (5,134.91) | \$ 811,401.22 |
| Fund Type: 1.24 - Special Rev Funds - Restricted | | | | |
| Fund: 201 - CARES Act Funding | \$ 48,800.10 | \$ - | \$ (45,000.00) | \$ 3,800.10 |
| Fund: 203 - CARES Act Funding - CDBG | \$ (445.00) | \$ - | \$ - | \$ (445.00) |
| Fund: 210 - Mitigation Fees - Roads | \$ 231,130.07 | \$ - | \$ - | \$ 231,130.07 |
| Fund: 211 - Mitigation Fees - Drainage | \$ 4,449.25 | \$ - | \$ - | \$ 4,449.25 |
| Fund: 212 - Mitigation Fees - Trails | \$ 66,858.67 | \$ - | \$ - | \$ 66,858.67 |
| Fund: 213 - Mitigation Fees - Parks/Rec | \$ 142,926.18 | \$ - | \$ - | \$ 142,926.18 |
| Fund: 214 - Mitigation Fees - City Bldgs | \$ 50,133.22 | \$ - | \$ - | \$ 50,133.22 |
| Fund: 215 - Mitigation Fees - Vehicles | \$ 10,464.96 | \$ - | \$ - | \$ 10,464.96 |
| Fund: 217 - Mitigation Fees - DT Parking | \$ 31,810.54 | \$ - | \$ - | \$ 31,810.54 |
| Fund: 218 - Support Law Enforcement | \$ 43,703.39 | \$ 17,958.72 | \$ - | \$ 61,662.11 |
| Fund: 244 - CDBG Program Inc - ME Lending | \$ 608.11 | \$ - | \$ - | \$ 608.11 |
| Fund: 250 - Streets - Roads/Transportation | \$ (57,560.54) | \$ - | \$ (11,046.54) | \$ (68,607.08) |
| Fund: 253 - Gas Taxes | \$ 16,146.34 | \$ - | \$ (1,225.30) | \$ 14,921.04 |
| Fund: 258 - Road Maintenance - SB1/RSTBG | \$ 297,204.85 | \$ 3,444.15 | \$ - | \$ 300,649.00 |
| Fund: 270 - Beverage Container Recycling | \$ 19,014.22 | \$ - | \$ - | \$ 19,014.22 |
| Fund: 280 - Oil Recycling | \$ 3,749.14 | \$ - | \$ - | \$ 3,749.14 |
| Fund: 292 - Fire Department Capital Funds | \$ 90,446.46 | \$ - | \$ - | \$ 90,446.46 |
| Fund: 342 - Fire Construction - Mitigation | \$ 50,444.46 | \$ - | \$ - | \$ 50,444.46 |
| Fund: 343 - Recreation Construction | \$ 50,444.93 | \$ - | \$ - | \$ 50,444.93 |
| Fund Type: 1.24 - Special Rev Funds - Restricted | \$ 1,100,329.35 | \$ 21,402.87 | \$ (57,271.84) | \$ 1,064,460.38 |
| Fund Type: 1.34 - Capital Projects - Restricted | | | | |
| Fund: 300 - FY2021 ADA Project | \$ (12,127.50) | \$ - | \$ - | \$ (12,127.50) |
| Fund: 357 - Culver Street Phase II | \$ - | \$ - | \$ - | \$ - |
| Fund: 365 - Kneeland Street Imprpv | \$ (12,471.04) | \$ - | \$ (177,538.68) | \$ (190,009.72) |
| Fund: 367 - SB2 - Planning Grant | \$ (37,026.63) | \$ - | \$ (6,185.14) | \$ (43,211.77) |
| Fund: 358 - CDBG Pavement | \$ (74,243.94) | \$ - | \$ (12,689.00) | \$ (86,932.94) |
| Fund: 385 - Roundabout | \$ - | \$ - | \$ - | \$ - |
| Fund Type: 1.34 - Capital Projects - Restricted | \$ (135,869.11) | \$ - | \$ (196,412.82) | \$ (332,281.93) |
| Fund Type: 2.11 - Enterprise Funds | | | | |
| Fund: 560 - Sewer | \$ 1,100,733.92 | \$ 93,384.96 | \$ (266,907.26) | \$ 927,211.62 |
| Fund: 561 - Sewer Liftstations | \$ 279,959.79 | \$ 15,206.78 | \$ (17,142.51) | \$ 278,024.06 |
| Fund: 563 - Wastewater Treatment Plant | \$ 958,028.20 | \$ 43,120.09 | \$ - | \$ 1,001,148.29 |
| Fund: 564 - Sewer Connections | \$ 279,350.63 | \$ - | \$ - | \$ 279,350.63 |
| Fund: 567 - Inflow & Infiltration | \$ - | \$ - | \$ - | \$ - |
| Fund: 573 - WWTP Planning Grant | \$ (93,546.91) | \$ 77,616.00 | \$ (3,792.50) | \$ (19,723.41) |
| Fund: 574 - OES PSPS Grant | \$ 301,671.39 | \$ - | \$ - | \$ 301,671.39 |
| Fund: 585 - LS #5 Force Main Repairs | \$ (1,268.00) | \$ - | \$ (7,424.25) | \$ (8,692.25) |
| Fund Type: 2.11 - Enterprise Funds - Unassign | \$ 2,824,929.02 | \$ 229,327.83 | \$ (295,266.52) | \$ 2,758,990.33 |
| Fund Type: 9.0 - CLEARING ACCOUNT | | | | |
| Fund: 998 - PAYROLL CLEARING FUND | \$ 1,153.80 | \$ 153.84 | \$ - | \$ 1,307.64 |
| Fund Type: 9.0 - CLEARING ACCOUNT | \$ 1,153.80 | \$ 153.84 | \$ - | \$ 1,307.64 |
| Grand Totals: | \$ 7,000,825.69 | \$ 467,617.71 | \$ (701,832.92) | \$ 6,766,610.48 |

Check Register Report

Item 6D.

Checks Processed November 2020

Date: 12/10/2020

Time: 10:46 am

CITY OF COLFAX

BANK: US BANK

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| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|-----------------------|------------|------------|----------------|----------------|---------------|-------------------------------|-------------------------------|------------|
| US BANK Checks | | | | | | | | |
| 56336 | 11/06/2020 | Reconciled | | 11/30/2020 | 03141 | CALPERS | HEALTH PREMIUMS NOV 2020 | 4,005.73 |
| 56337 | 11/05/2020 | Reconciled | | 11/30/2020 | 1161 | 49ER WATER SERVICES | BIOASSAY OCT 2020 | 3,700.00 |
| 56338 | 11/05/2020 | Reconciled | | 11/30/2020 | 01448 | AMERIGAS - COLFAX | DEPOT PROPANE | 105.57 |
| 56339 | 11/05/2020 | Reconciled | | 11/30/2020 | 01500 | ANDERSON'S SIERRA | IRRIGATION SUPPLIES | 136.92 |
| 56340 | 11/05/2020 | Reconciled | | 11/30/2020 | 01500 | ANDERSON'S SIERRA | ART PARK IRRIGATION | 17.62 |
| 56341 | 11/05/2020 | Reconciled | | 11/30/2020 | 01460 | ARAMARK | UNIFORM SVCS OCT 2020 | 713.23 |
| 56342 | 11/05/2020 | Reconciled | | 11/30/2020 | 03401 | CHOICE BUILDER | PREMIUMS DEC 2020 | 525.60 |
| 56343 | 11/05/2020 | Reconciled | | 11/30/2020 | 04541 | DOG WASTE DEPOT | DOG WASTE BAGS | 154.47 |
| 56344 | 11/05/2020 | Reconciled | | 11/30/2020 | 5215 | ENGINEERED SOIL REPAIRS, INC | WWTP POND 3 LINER RPR | 143,135.00 |
| 56345 | 11/05/2020 | Printed | | | 05221 | EOSI - ENVIRONMENT OPERATING | WWTP CHEMICALS | 5,376.47 |
| 56346 | 11/05/2020 | Reconciled | | 11/30/2020 | 06278 | FRONTIER COMMUNICATIONS | WWTP PHONE | 196.48 |
| 56347 | 11/05/2020 | Reconciled | | 11/30/2020 | 14859 | GHD INC. | ENG SVCS SEPT 2020 | 30,092.00 |
| 56348 | 11/05/2020 | Reconciled | | 11/30/2020 | 07460 | GOLD COUNTRY MEDIA | NO SMOKING ORDINANCE NOTICE | 211.34 |
| 56349 | 11/05/2020 | Reconciled | | 11/30/2020 | 07460 | GOLD COUNTRY MEDIA | REIMBURSEMENT AGRMT NOTICE | 100.92 |
| 56350 | 11/05/2020 | Reconciled | | 11/30/2020 | 08070 | HANSEN BROS. ENTERPRISES | LYONS PARK BARK | 262.55 |
| 56351 | 11/05/2020 | Reconciled | | 11/30/2020 | 08170 | HILLS FLAT LUMBER CO | STMT 10/25/20 | 438.48 |
| 56352 | 11/05/2020 | Reconciled | | 11/30/2020 | 08660 | HUNT AND SONS, INC. | FIRE DEPT FUEL | 244.72 |
| 56353 | 11/05/2020 | Reconciled | | 11/30/2020 | 08660 | HUNT AND SONS, INC. | PW/WWTP FUEL | 578.60 |
| 56354 | 11/05/2020 | Reconciled | | 11/30/2020 | 09540 | INTERSTATE SALES | RED PAINT | 109.23 |
| 56355 | 11/05/2020 | Reconciled | | 11/30/2020 | 09540 | INTERSTATE SALES | TRAFFIC CONES | 166.24 |
| 56356 | 11/05/2020 | Reconciled | | 11/30/2020 | 23101 | LARRY WALKER ASSOCIATES | NPDES PERMIT ASSISTANCE | 1,320.25 |
| 56357 | 11/05/2020 | Reconciled | | 11/30/2020 | 12180 | LAWRENCE & ASSOCIATES INC | CANDFILL MONITORING SEPT 2020 | 1,778.45 |
| 56358 | 11/05/2020 | Reconciled | | 11/30/2020 | 16011(2) | PELLETREAU, ALDERSON & CABRAL | LEGAL SVCS OCT 2020 | 10,910.53 |
| 56359 | 11/05/2020 | Reconciled | | 11/30/2020 | 16035 | PG&E | ELECTRICITY | 18,877.49 |
| 56360 | 11/05/2020 | Reconciled | | 11/30/2020 | 16040A | PITNEY BOWES | POSTAGE MACH SUPPLIES | 182.30 |
| 56361 | 11/05/2020 | Reconciled | | 11/30/2020 | 16165 | PLACER COUNTY ENVIRONMENTAL | LANDFILL Q1 20/21 TESTING | 796.00 |
| 56362 | 11/05/2020 | Reconciled | | 11/30/2020 | 18089 | RAMOS OIL INC. | GENERATOR FUEL/WWTP & LS | 1,907.31 |
| 56363 | 11/05/2020 | Reconciled | | 11/30/2020 | 19396 | SIERRA SAFETY COMPANY | CURB TAPE | 627.26 |
| 56364 | 11/05/2020 | Reconciled | | 11/30/2020 | 19743 | WILL STOCKWIN | COLFAX CONN NOV 2020 EDITING | 300.00 |
| 56365 | 11/05/2020 | Reconciled | | 11/30/2020 | 21560 | US BANK CORPORATE PMT SYSTEM | STMT 10/22/20 | 1,698.02 |
| 56366 | 11/05/2020 | Reconciled | | 11/30/2020 | 22106 | VAN GRONINGEN & ASSOCIATES | FINANCIAL SVCS OCT 2020 | 6,656.25 |
| 56367 | 11/05/2020 | Reconciled | | 11/30/2020 | 23169 | WAVE BUSINESS SOLUTIONS | CITY HALL INTERNET | 159.90 |
| 56368 | 11/05/2020 | Reconciled | | 11/30/2020 | 23169 | WAVE BUSINESS SOLUTIONS | DEPOT PHONE | 18.39 |
| 56369 | 11/05/2020 | Reconciled | | 11/30/2020 | 18883 | WAXIE SANITARY SUPPLY | PW TRASH BAGS | 798.35 |
| 56370 | 11/05/2020 | Reconciled | | 11/30/2020 | 23218 | WENDEL ROSEN | LEGAL SVCS SEPT 2020 | 18,920.01 |
| 56371 | 11/13/2020 | Reconciled | | 11/30/2020 | 01414 | ALHAMBRA & SIERRA SPRINGS | CITY HALL/WWTP WATER | 122.68 |
| 56372 | 11/13/2020 | Reconciled | | 11/30/2020 | 01500 | ANDERSON'S SIERRA | BALLPARK IRRIGATION | 76.62 |
| 56373 | 11/13/2020 | Reconciled | | 11/30/2020 | 02901 | BUREAU VERITAS NORTH AMERICA | BLDG OFFICIAL SVCS OCT 2020 | 5,610.00 |
| 56374 | 11/13/2020 | Reconciled | | 11/30/2020 | 3496 | COLEMAN ENGINEERING | WWTP OPERATOR CONSULTANTS | 23,390.00 |
| 56375 | 11/13/2020 | Printed | | | 07591 | COLFAX GREEN MACHINE | TRUNK OR TREAT EVENT REFUND | 100.00 |
| 56376 | 11/13/2020 | Reconciled | | 11/30/2020 | 3652 | CRAWFORD & ASSOCIATES INC. | CDBG ROAD REHAB GEOTECH | 4,585.00 |
| 56377 | 11/13/2020 | Printed | | | 04258 | DEPARTMENT OF MOTOR VEHICLES | VACTRON REGISTRATION | 27.00 |
| 56378 | 11/13/2020 | Reconciled | | 11/30/2020 | 14859 | GHD INC. | ENG SVCS OCT 2020 | 29,216.75 |
| 56379 | 11/13/2020 | Reconciled | | 11/30/2020 | 07460 | GOLD COUNTRY MEDIA | JOB POSTING CPO | 67.20 |
| 56380 | 11/13/2020 | Reconciled | | 11/30/2020 | 07465 | GOLD MINER PEST CONTROL | DEPOT PEST CONTROL | 75.00 |
| 56381 | 11/13/2020 | Reconciled | | 11/30/2020 | 07465 | GOLD MINER PEST CONTROL CORP | YARD PEST CONTROL | 250.00 |
| 56382 | 11/13/2020 | Reconciled | | 11/30/2020 | 08070 | HANSEN BROS. ENTERPRISES | BARK | 401.54 |

Check Register Report

Item 6D.

Checks Processed November 2020

Date: 12/10/2020

Time: 10:46 am

CITY OF COLFAX

BANK: US BANK

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| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|-----------------------|------------|------------|----------------|----------------|---------------|------------------------------|-------------------------------|------------|
| US BANK Checks | | | | | | | | |
| 56383 | 11/13/2020 | Reconciled | | 11/30/2020 | 08660 | HUNT AND SONS, INC. | PW/WWTP FUEL | 457.73 |
| 56384 | 11/13/2020 | Reconciled | | 11/30/2020 | 13560 | MUNICIPAL CODE CORPORATION | ONLINE MUNICODE HOSTING | 350.00 |
| 56385 | 11/13/2020 | Reconciled | | 11/30/2020 | 14356 | NORTHERN CALIFORNIA GLOVE | SAFETY GLOVES PW | 77.22 |
| 56386 | 11/13/2020 | Reconciled | | 11/30/2020 | 16040 | PURCHASE POWER | POSTAGE | 503.50 |
| 56387 | 11/13/2020 | Reconciled | | 11/30/2020 | 18400 | RIEBES AUTO PARTS | STMT 10/31/20 | 59.02 |
| 56388 | 11/13/2020 | Reconciled | | 11/30/2020 | 19037 | SAFE SIDE SECURITY | CORP YARD SECURITY NOV 2020 | 155.00 |
| 56389 | 11/13/2020 | Reconciled | | 11/30/2020 | 19375 | SIERRA BUSINESS COUNCIL | CARES AWARD SM BUS GRANTS | 45,000.00 |
| 56390 | 11/13/2020 | Reconciled | | 11/30/2020 | 01790 | SIERRA OFFICE PRODUCTS | OFFICE SUPPLIES | 311.85 |
| 56391 | 11/13/2020 | Reconciled | | 11/30/2020 | 20054 | TARGET SPECIALTY PRODUCTS | BALLPARK SPRAYER KIT | 29.15 |
| 56392 | 11/13/2020 | Reconciled | | 11/30/2020 | 06740 | TYLER TECHNOLOGIES | FUNDBALANCE SOFTWARE CONTRACT | 5,121.84 |
| 56393 | 11/13/2020 | Reconciled | | 11/30/2020 | 22134 | VISION QUEST | TECH SUPPORT SVCS DEC 2020 | 1,621.00 |
| 56394 | 11/13/2020 | Reconciled | | 11/30/2020 | 22134 | VISION QUEST | TECH SUPPORT SVCS OCT 2020 | 247.50 |
| 56396 | 11/13/2020 | Reconciled | | 11/30/2020 | 22134 | VISION QUEST | TECH SUPPORT SVC SUPPLIES | 96.55 |
| 56397 | 11/13/2020 | Reconciled | | 11/30/2020 | 23169 | WAVE BUSINESS SOLUTIONS | CITY HALL PHONE | 220.39 |
| 56398 | 11/13/2020 | Void | 11/23/2020 | | 23218 | WENDEL ROSEN | LEGAL SVCS OCT 2020 | 0.00 |
| 56399 | 11/13/2020 | Reconciled | | 11/30/2020 | 23301 | WESTERN PLACER WASTE | SLUDGE REMOVAL OCT 2020 | 210.21 |
| 56400 | 11/13/2020 | Printed | | | 13052 | MAGEE, MICHAEL | 2020 BOOT ALLOWANCE REIMB. | 275.00 |
| 56401 | 11/20/2020 | Reconciled | | 11/30/2020 | 1161 | 49ER WATER SERVICES | WWTP OCT TESTING | 2,213.00 |
| 56402 | 11/20/2020 | Reconciled | | 11/30/2020 | 01448 | AMERIGAS - COLFAX | DEPOT PROPANE | 44.52 |
| 56403 | 11/20/2020 | Printed | | | 01766 | AT&T MOBILITY | CITY CELL PHONES | 826.33 |
| 56404 | 11/20/2020 | Reconciled | | 11/30/2020 | 2848 | BLAKE NEEP HEAVY | BACKHOE RPR | 1,132.63 |
| 56405 | 11/20/2020 | Reconciled | | 11/30/2020 | 03493 | COASTLAND CIVIL ENGINEERING | ENG SVCS OCT 2020 | 3,662.50 |
| 56406 | 11/20/2020 | Printed | | | 04592 | DACOMM | WWTP INTERNET | 99.95 |
| 56407 | 11/20/2020 | Reconciled | | 11/30/2020 | 4259 | DEMTECH SERVICES, INC. | WWTP POND 3 RPR | 2,000.00 |
| 56408 | 11/20/2020 | Reconciled | | 11/30/2020 | 4261 | DEPAUL, ERIC | 2020 BOOT ALLOWANCE REIMB | 214.46 |
| 56409 | 11/20/2020 | Reconciled | | 11/30/2020 | 5215 | ENGINEERED SOIL REPAIRS, INC | WWTP POND 3 RPRS | 15,563.70 |
| 56410 | 11/20/2020 | Reconciled | | 11/30/2020 | 07460 | GOLD COUNTRY MEDIA | SMOKING ORDINANCE PUBLIC NOT | 167.20 |
| 56411 | 11/20/2020 | Reconciled | | 11/30/2020 | 08050 | HACH COMPANY | WWTP CHEMICALS | 880.67 |
| 56412 | 11/20/2020 | Reconciled | | 11/30/2020 | 08070 | HANSEN BROS. ENTERPRISES | YONS PARK BARK | 250.97 |
| 56413 | 11/20/2020 | Printed | | | 19390 | MAR-VAL'S SIERRA MARKET | STMT 10/31/20 | 5.49 |
| 56414 | 11/20/2020 | Printed | | | 14356 | NORTHERN CALIFORNIA GLOVE | WWTP GLOVE | 368.42 |
| 56415 | 11/20/2020 | Reconciled | | 11/30/2020 | 16052 | PLACEWORKS | OCT 2020 GEN PLAN UPDATE | 1,830.90 |
| 56416 | 11/20/2020 | Reconciled | | 11/30/2020 | 19037 | SAFE SIDE SECURITY | CORP YARD CAMERA RPR | 150.00 |
| 56417 | 11/20/2020 | Reconciled | | 11/30/2020 | 21105 | UNICO ENGINEERING | KNEELAND ST PROJ MANAGEMENT | 8,746.24 |
| 56418 | 11/20/2020 | Reconciled | | 11/30/2020 | 23169 | WAVE BUSINESS SOLUTIONS | CORP YARD INTERNET | 54.90 |
| 56419 | 11/24/2020 | Printed | | | 06278 | FRONTIER COMMUNICATIONS | WWTP PHONE | 195.02 |
| 56420 | 11/24/2020 | Printed | | | 7798 | G&T TRUCK REPAIR | FIRE TRUCK 36 RPRS | 1,426.38 |
| 56421 | 11/24/2020 | Printed | | | 07460 | GOLD COUNTRY MEDIA | REIMBURSEMENT AGMT PUB NOTICE | 114.40 |
| 56422 | 11/24/2020 | Printed | | | 07465 | GOLD MINER PEST CONTROL | FIRE STATION 37 PEST CONTROL | 74.00 |
| 56423 | 11/24/2020 | Printed | | | 08660 | HUNT AND SONS, INC. | PW/WWTP FUEL | 375.49 |
| 56424 | 11/24/2020 | Printed | | | 13560 | MUNICIPAL CODE CORPORATION | MUNICODE UPDATE | 2,816.95 |
| 56425 | 11/24/2020 | Printed | | | 16300 | PCWA -PLACER COUNTY | CITY WATER | 1,765.14 |
| 56426 | 11/24/2020 | Printed | | | 18194 | RGS - REGIONAL GOV SERVICES | OCT 2020 PLANNING SVCS | 2,916.00 |
| 56427 | 11/24/2020 | Printed | | | 19065 | SCI CONSULTING GROUP | COMPLIANCE MONITORING | 1,500.00 |
| 56428 | 11/24/2020 | Printed | | | 19396 | SIERRA SAFETY COMPANY | RR CROSSING SIGNAGE | 611.59 |
| 56429 | 11/24/2020 | Printed | | | 19474 | SIMPSON & SIMPSON | KNEELAND ST CHANGE ORDER | 171,328.68 |
| 56430 | 11/24/2020 | Printed | | | 20092 | THUMBLER | PUBLIC RELATIONS CONSULTANT | 518.50 |
| 56431 | 11/24/2020 | Printed | | | 23169 | WAVE BUSINESS SOLUTIONS | FIRE DEPT PHONE | 36.86 |

Check Register Report

Item 6D.

Checks Processed November 2020

Date: 12/10/2020

Time: 10:46 am

CITY OF COLFAX

BANK: US BANK

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| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|-----------------------|------------|------------|----------------|----------------|---------------|-----------------------------|--------------------------------|-----------|
| US BANK Checks | | | | | | | | |
| 56432 | 11/24/2020 | Printed | | | 23169 | WAVE BUSINESS SOLUTIONS | CITY HALL INTERNET | 159.90 |
| 56433 | 11/24/2020 | Printed | | | 23218 | WENDEL ROSEN | LEGAL SVCS OCT 2020 | 14,318.50 |
| 56434 | 11/24/2020 | Printed | | | 23237 | WHITLEY & SONS CUSTOM SIGNS | TRUCK DECAL NEW LOGOS | 321.75 |
| 56435 | 11/24/2020 | Printed | | | 23451 | WOOD RODGERS | WWTP IMPROVEMENT PLAN OCT 2020 | 3,252.50 |
| 56436 | 11/24/2020 | Printed | | | 23451 | WOOD RODGERS | INSTRUMENTATION SURVEY | 1,755.00 |
| 56437 | 11/24/2020 | Printed | | | 23705 | WRIGHT'S ALL PHASE AUTO | DUMP TRUCK RPR | 557.75 |
| 56439 | 11/27/2020 | Reconciled | | 11/30/2020 | 2087 | BASIC PACIFIC | FSA PLAN FEES NOV 2020 | 45.00 |

Total Checks: 102

Checks Total (excluding void checks): 616,180.72

Total Payments: 102

Bank Total (excluding void checks): 616,180.72

Total Payments: 102

Grand Total (excluding void checks): 616,180.72

DAILY CASH SUMMARY REPORT

Item 6D.

11/01/2020 - 11/30/2020

Page: 1
12/10/2020
10:29 am

City of Colfax

| | | Debit | Credit | Net Chng |
|---|----------------|-------------------|---------------|-------------------|
| Fund: 100 - General Fund | | | | |
| 11/02/2020 | Daily Totals | 14,263.25 | 0.00 | 14,263.25 |
| 11/03/2020 | Daily Totals | 1,624.61 | 0.00 | 1,624.61 |
| 11/05/2020 | Daily Totals | 4,479.68 | 0.00 | 4,479.68 |
| 11/09/2020 | Daily Totals | 2,055.86 | 0.00 | 2,055.86 |
| 11/10/2020 | Daily Totals | 41.50 | 0.00 | 41.50 |
| 11/13/2020 | Daily Totals | 1,864.61 | 0.00 | 1,864.61 |
| 11/16/2020 | Daily Totals | 734.75 | 206.79 | 527.96 |
| 11/17/2020 | Daily Totals | 940.82 | 0.00 | 940.82 |
| 11/18/2020 | Daily Totals | 2,228.62 | 0.00 | 2,228.62 |
| 11/23/2020 | Daily Totals | 1,286.93 | 0.00 | 1,286.93 |
| 11/24/2020 | Daily Totals | 86.90 | 0.00 | 86.90 |
| 11/25/2020 | Daily Totals | 127,180.00 | 0.00 | 127,180.00 |
| Fund: 100 - General Fund | TOTALS: | 156,787.53 | 206.79 | 156,580.74 |
| Fund: 120 - Land Development Fees | | | | |
| 11/03/2020 | Daily Totals | 156.04 | 0.00 | 156.04 |
| 11/19/2020 | Daily Totals | 6,603.78 | 0.00 | 6,603.78 |
| Fund: 120 - Land Development Fees | TOTALS: | 6,759.82 | 0.00 | 6,759.82 |
| Fund: 200 - Cannabis Application | | | | |
| 11/23/2020 | Daily Totals | 406.00 | 0.00 | 406.00 |
| 11/25/2020 | Daily Totals | 8,042.00 | 0.00 | 8,042.00 |
| Fund: 200 - Cannabis Application | TOTALS: | 8,448.00 | 0.00 | 8,448.00 |
| Fund: 218 - Support Law Enforcement | | | | |
| 11/18/2020 | Daily Totals | 17,958.72 | 0.00 | 17,958.72 |
| Fund: 218 - Support Law Enforcement | TOTALS: | 17,958.72 | 0.00 | 17,958.72 |
| Fund: 258 - Road Maintenance - SB1/RSTBG | | | | |
| 11/20/2020 | Daily Totals | 3,444.15 | 0.00 | 3,444.15 |

DAILY CASH SUMMARY REPORT

Item 6D.

11/01/2020 - 11/30/2020

Page: 2
12/10/2020
10:29 am

City of Colfax

| | | Debit | Credit | Net Chng |
|---|--------------|-------------------|---------------|-------------------|
| Fund: 258 - Road Maintenance - SB1/RSTBG | | | | |
| TOTALS: | | 3,444.15 | 0.00 | 3,444.15 |
| Fund: 560 - Sewer | | | | |
| 11/09/2020 | Daily Totals | 250.00 | 0.00 | 250.00 |
| 11/13/2020 | Daily Totals | 74.04 | 0.00 | 74.04 |
| Fund: 560 - Sewer | | | | |
| TOTALS: | | 324.04 | 0.00 | 324.04 |
| Fund: 561 - Sewer Liftstations | | | | |
| 11/02/2020 | Daily Totals | 407.00 | 0.00 | 407.00 |
| Fund: 561 - Sewer Liftstations | | | | |
| TOTALS: | | 407.00 | 0.00 | 407.00 |
| Fund: 573 - WWTP Imp. Planning Grant | | | | |
| 11/17/2020 | Daily Totals | 77,616.00 | 0.00 | 77,616.00 |
| Fund: 573 - WWTP Imp. Planning Grant | | | | |
| TOTALS: | | 77,616.00 | 0.00 | 77,616.00 |
| GRAND TOTALS: | | 271,745.26 | 206.79 | 271,538.47 |



Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Temporary Wastewater Operator Services – Coleman Engineering Budget Amendment

Budget Impact Overview:

| | | | | |
|-------------|------------------|-------------------|--------------------------|-------------------------|
| N/A: | Funded: √ | Un-funded: | Amount: \$122,000 | Fund(s): 560/561 |
|-------------|------------------|-------------------|--------------------------|-------------------------|

RECOMMENDED ACTION: Authorize the City Manager to increase the Coleman Engineering contract in an amount of \$60,000 for a total amount not to exceed \$122,000.

Summary

The City Council approved the Coleman Engineering contract at the September 23, 2020 council meeting. The scope of the services is intended to provide personnel coverage for vacant WWTP Chief Plant Operator (CPO) while staff recruits for the position. The City conducted two separate employee recruitments for the aforementioned position and on the second recruitment that closed in December staff was successful in filling the position.

The new CPO is scheduled to start in mid-February, which will require additional WWTP coverage from Coleman Engineering in the interim. In addition, the CPO will need the transfer of institutional knowledge from the consultant. The additional length of service required from Coleman Engineering will exceed the current budgeted amount; therefore, staff is requesting authorization to amend the contract in the amount of \$60,000. The new total budget for the Coleman Engineering contract will be \$122,000.

Background

The City of Colfax largest asset is the Wastewater Treatment Plant and Collection system (Wastewater). Wastewater is highly regulated by the Central Valley Regional Water Quality Control Board through various permits, which requires certified operators to stay in compliance.

The City has recently experienced the loss of several key staff member that are responsible for the Wastewater operation – Grade II and Grade III. The City is currently recruiting for both positions with the Grade II Operator closing in September 2020 and the Chief Plant Operator (CPO Grade III) is closing in early October 2020.

The City is required to have a certified operator at the Grade III level registered to the Wastewater Treatment Plant to stay in compliance with our National Pollutant Discharge Elimination System Permit (NPDES). In order to stay in compliance and provide adequate staffing levels, the City will need to contract with a consulting firm that offers temporary operator services. Staff is estimating there are 60-days of temporary services needed to ensure compliance with the NPDES permit and allow for transfer of critical information from the existing Wastewater Treatment Plant Grade III operator to the new CPO that is currently in recruitment.

Staff reached out to four consulting firms that provide temporary operator services – Stantec, HSE, Coleman Engineering, waterTALENT. Staff received responses from Coleman Engineering and waterTALENT for the Wastewater support staffing. Based on the resource needs discussion and hourly rates proposed by the firms, staff believes Coleman Engineering will deliver the most effective service at a reasonable market rate; therefore, staff is recommending council approve the professional services agreement.

Fiscal Impacts

Coleman Engineering consulting budget amendment is funded from the Funds 560/561. The contract cost is offset by the vacant Chief Plant Operator and Community Services Director positions.

Attachments:

1. Resolution __ - 2020
2. Coleman Engineering Agreement

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO INCREASE THE COLEMAN ENGINEERING CONTRACT IN AN AMOUNT OF \$60,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$122,000

WHEREAS, The City Council approved the Coleman Engineering contract at the September 23, 2020 Council meeting; and

WHEREAS, the City conducted two separate employee recruitments for the aforementioned position and on the second recruitment that closed in mid-December staff was successful in filling the position; and

WHEREAS, the new CPO is scheduled to start in mid-February, which will require additional Wastewater Treatment Plant coverage from Coleman Engineering in the interim; and

WHEREAS, Coleman Engineering services duration will exceed the current budgeted amount; therefore, staff is requesting authorization to amend the contract in the amount of \$60,000.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to increase the Coleman Engineering contract in an amount of \$60,000 for a total amount not to exceed \$122,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the January 13, 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

ATTEST:

Amy Lind, City Clerk

Sean Lomen, Mayor

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 24th day of September, 2020 by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and Coleman Engineering("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for one (1) year.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$20,000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed

the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability: Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including reasonable cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability to the extent such arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, to the extent arising from the negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers.

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials,

employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. **Professional Liability Coverage.** If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. **Insurance Certificates and Endorsements.** Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. **Deductible and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City.
- H. **Termination of Insurance.** If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies

due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS.

The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement: Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services, however the Consultant shall not be liable for delays caused by factors outside of its reasonable control. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
 33 S. Main Street
 Colfax, CA 95713

If to Consultant: Coleman Engineering
 1358 Blue Oaks Boulevard, Suite 200
 Roseville, CA 95678

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

Signature: _____



Printed Name: _____

Wes Heathcock

Title: _____

City Manager

Date: _____

9/29/2020

CONSULTANT

Signature: _____



Printed Name: _____

CHAD R. COLEMAN

Title: _____

PRESIDENT

Date: _____

10/6/20

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

Scope of Services

Client: City of Colfax
 Project: Contract Wastewater System Operations
 Project Location: Colfax, CA
 Summary of Services: Operations
 Utility System: Wastewater

Background

The City of Colfax (City, Client) normally operates its wastewater system with a crew of three licensed operators. One operator has left City employment previously and another has notified the City that he intends to leave soon. The City needs assistance to operate the wastewater system including the treatment plant and the collection system.

Coleman Engineering will provide wastewater operations services until the City is able to hire full-time replacement to their departed staff.

Scope of Services

Coleman Engineering will provide staff to operate the wastewater treatment plant and collections system. The following assumptions will be applicable to services provided by Coleman Engineering to the City of Colfax.

- Typical work schedule will be Monday – Friday, 7:00 am to 3:30 pm.
- Coleman Engineering will provide a Grade 2 WWTP operator for most staffing.
- This is a labor agreement. No employee/employer relationship shall be created between Coleman Engineering staff and the City. Coleman Engineering will pay for all salary, benefits, etc. of its employees. The City will only pay the hourly rates for each Coleman Engineering staff assigned to the project.
- Coleman Engineering employees will coordinate with the City for holiday coverage, vacations, sick leave, etc. No leave time or vacation time will be paid for by the City. The purpose of this coordination is strictly to assure adequate coverage of the facilities if Coleman Engineering staff are not able to report to work at normal times.
- When Chief Plant Operator duties are required, such as signing reports, Coleman Engineering will provide a Grade 3 WWTP operator. When reports are to be

EXHIBIT A

signed, the Coleman Engineering staff will be allocated time to visit the plant and observe conditions sufficient to be comfortable signing the reports.

- If needed, Coleman Engineering can provide the services of a Grade 5 WWTP operator who can help to troubleshoot process issues that may require assistance.
- Coleman Engineering will provide appropriate clothing and personal protective equipment for its employees.
- The City will provide all required tools and equipment.
- The City will provide all required consumables such as lab chemicals, testing reagents, etc.
- The City will provide direction to Coleman Engineering staff. Coleman Engineering staff will not supervise City employees. Coleman Engineering staff will endeavor to be an active participant in the success of the plant but will not provide actual supervisory oversight of City employees.
- The City and Coleman Engineering do not anticipate that engineering will be requested or authorized under this Agreement. However, at the City's request, Coleman Engineering will be pleased to offer any services that are required. The attached Billing Rate Schedule will be applicable to all services requested by the City.

Task 1 Deliverable:

- none

Schedule

It is anticipated that Coleman Engineering staff will provide services on a typical 5-day per week, 8-hour per day schedule during normal City work hours of 7am – 3:30pm.

Coleman Engineering can also be available on different schedules and after hours for night and weekend emergencies. Costs for non-typical working hours are detailed below.

Engineering Fee

Coleman Engineering will bill on a Time & Materials basis according to the terms of payment outlined in the Agreement. It is anticipated that Coleman Engineering staff will be directed to work for a maximum of 8-hours per day and a maximum of 40-hours per week. Hourly billing rates during these hours will be at straight time rates as shown on the attached Billing Rate Schedule.

EXHIBIT A

Only as specifically directed by City staff, Coleman Engineering staff can be available to provide services in excess of 8-hours per day and in excess of 40-hours per week. It is assumed that this would only occur in an emergency. If overtime services are required, as defined by State and Federal employment laws, they will be billed at 1.5 times the straight time rates shown on the attached Billing Rate Schedule. Time billed during Holidays will be billed at 2 times the straight time rates shown on the attached Billing Rate Schedule.

Tasks Not Included in this Scope of Services

This Scope of Services is intended to outline the services offered to the Client by Coleman Engineering. The list below is offered as a clarification of the services that are not anticipated for this engagement though Coleman Engineering will be pleased to discuss how we may provide any services that are required by the City.

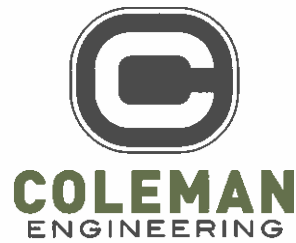
1. Design services are not anticipated but can certainly be provided by Coleman Engineering if requested by the City
2. Permitting services are not anticipated but can be provided by Coleman Engineering if needed.
3. Public meetings are not anticipated to be required but can be provided if necessary.
4. CEQA review or other environmental consulting including cultural review or clearances are not anticipated but may be coordinated if needed.
5. Expert witness services are not anticipated to be required but can be provided if necessary.

Coleman Engineering 2020 Billing Rate Schedule

| Classification | Billing Rates |
|---------------------------|---------------|
| Principal Engineer | \$210 |
| Project Manager | \$196 |
| Assistant Project Manager | \$181 |
| Project Engineer | \$165 |
| Staff Engineer | \$145 |
| Engineering Intern | \$86 |
| CAD Drafter/Designer | \$122 |
| Project Technician | \$111 |
| Project Assistant | \$89 |
| Grade 1 Water/WW Operator | \$90 |
| Grade 2 Water/WW Operator | \$100 |
| Grade 3 Water/WW Operator | \$110 |
| Grade 4 Water/WW Operator | \$145 |
| Grade 5 Water/WW Operator | \$180 |

- Billing rates and expense charges are subject to annual update.
- Hourly rates include Indirect Costs such as general computers, telephone, fax, routine in-house reproductions, first class letter postage, miscellaneous supplies, and other incidental general expenses.
- Direct Costs of services and materials such as vendor reproductions/prints, shipping, major in-house Coleman Engineering reproduction efforts, travel expenses, special engineering supplies, etc. will be billed at actual cost plus 10%.
- Sub-Consultants will be billed at actual cost plus 10%.
- Mileage will be billed at the current Federal Rate (\$0.575/mile as of Jan. 1, 2020)
- Expert Witness Services will be billed at standard rates plus a 25% premium.
- Computer charges are included in the Standard Hourly Rates for those employees and contract personnel assigned to use such specialty hardware and software.
- Billing rates apply to all computers and equipment, whether owned or rented by Coleman Engineering, and to all employment categories including regular full-time, part-time, limited term and contract personnel, etc.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.





October 6, 2020

City Clerk, City of Colfax
PO Box 702
Colfax, CA 95713

Re: Signed Agreement for Consultant Services – Temporary Wastewater Treatment Plant Operator Services

To The City Clerk, City of Colfax

Please find a signed copy of the Agreement for Temporary Wastewater Treatment Plant Operator Services.

If you require anything further please do not hesitate to contact me.

Sincerely,

Aimee Rumbold
Project Assistant
Telephone: (916) 693-4137
E-mail: aimee@coleman-eng.com

Attachments: Signed Agreement

RECEIVED
OCT 09 2020
CITY OF COLFAX

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Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – 2020-Q3

Budget Impact Overview:

| | | | | |
|--------|---------|------------|---------|----------|
| N/A: ✓ | Funded: | Un-funded: | Amount: | Fund(s): |
|--------|---------|------------|---------|----------|

RECOMMENDED ACTION: Accept and File

Summary/Background

The City has received the final Accounting for Sales and Use Tax revenues for the quarter ended September 30, 2020.

The City of Colfax contracts with HdL Companies (HdL) to manage and analyze Sales and Use Tax Revenues. Forecasting Sales and Use Tax Revenue is a challenge under normal circumstances – and the COVID-19 Pandemic has added a lot of uncertainty. Forecasts that were provided by HDL since March 2020 were by major industry groups and were extrapolated to the previous year (fiscal year 2018-2019) actual revenues – which would not have accounted for sales tax base increases the City may have already experienced in the fiscal year 2019-2020 prior to the Pandemic. Additionally, the forecasts were statewide, and did not account for individual jurisdictions for their own distinctive sales tax demographics and business characteristics.

The chart below reflects sales tax revenue trends for the past two fiscal years – and the current forecast and adopted budget for the new fiscal year 2020-2021 which began July 1st. The current fiscal year 2020-2021 forecast continues to be based on the previous HdL projections (highlighted green in chart) and was based on returning to sales tax revenues similar to fiscal year 2018-2019. For budget purposes, the City elected to estimate a slightly more conservative forecast estimates from HdL which was a 20% decrease of FY 2018-2019 sales tax revenues.

| | QE 09/30 | QE 12/31 | QE 03/31 | QE 06/30 | TOTAL | Budget | % of Budget | Budget Diff |
|----------------------------------|------------|---|------------|------------|--------------|--------------|-------------|-------------|
| Fiscal Year 2020-2021 | \$ 391,444 | <i>Forecast based on HDL Consensus report</i> | | | \$ 1,345,511 | \$ 1,125,000 | 120% | \$ 220,511 |
| Fiscal Year 2019-2020 | \$ 457,737 | \$ 320,975 | \$ 370,903 | \$ 374,688 | \$ 1,524,302 | \$ 1,450,000 | 105% | \$ 74,302 |
| Fiscal Year 2018-2019 | \$ 354,152 | \$ 353,870 | \$ 336,721 | \$ 356,865 | \$ 1,401,608 | \$ 1,350,000 | 104% | \$ 51,608 |
| % Change - Previous Calendar Qtr | 4% | | | | | | | |
| % Change - Same Qtr - Prev Year | -14% | | | | | | | |

Sales tax revenues for Q3-2020 (QE 09/30) from taxes levied within the City jurisdiction (Point-of-Sale) had a substantial decline of 21.1% as compared to the same quarter in the previous year. It should be noted that the same quarter last year was the largest ever in City history and was not expected to continue. The decrease of 14% overall as compared to the same quarter previous year is due to a substantial increase in the County Pool allocation (increased 28% over same quarter previous year). The County Pool allocation is primarily due to internet sales and shipments from outside of California which are reported to the County where items are shipped (residence, business, retail store, etc.) and allocated to jurisdictions within County.

Fiscal and Budget Impacts

Our businesses continue to face challenging times and we likely have not seen all of the true impact of the Covid-19 Pandemic. Staff will continue to monitor and provide updates as additional information is available.

Attachments:

1. Graph – City of Colfax – Sales and Use Tax Revenues
2. Chart – City of Colfax – Sales and Use Tax Revenues History

City of Colfax Sales and Use Tax Revenues (Actuals Through Quarter Ended 06/30/2020)



City of Colfax

Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

| | Actuals | Change | % Change |
|-----------|----------------|--------------|----------|
| 1999-2000 | \$ 478,169 | | |
| 2000-2001 | \$ 484,801 | \$ 6,632 | 1% |
| 2001-2002 | \$ 592,392 | \$ 107,591 | 22% |
| 2002-2003 | \$ 581,749 | \$ (10,643) | -2% |
| 2003-2004 | \$ 601,276 | \$ 19,527 | 3% |
| 2004-2005 | \$ 707,515 | \$ 106,239 | 18% |
| 2005-2006 | \$ 749,583 | \$ 42,068 | 6% |
| 2006-2007 | \$ 752,431 | \$ 2,848 | 0% |
| 2007-2008 | \$ 648,989 | \$ (103,442) | -14% |
| 2008-2009 | \$ 540,051 | \$ (108,938) | -17% |
| 2009-2010 | \$ 538,549 | \$ (1,502) | 0% |
| 2010-2011 | \$ 551,953 | \$ 13,404 | 2% |
| 2011-2012 | \$ 571,943 | \$ 19,990 | 4% |
| 2012-2013 | \$ 706,828 | \$ 134,885 | 24% |
| 2013-2014 | \$ 928,729 | \$ 221,901 | 31% |
| 2014-2015 | \$ 956,342 | \$ 27,613 | 3% |
| 2015-2016 | * \$ 1,104,357 | \$ 148,015 | 15% |
| 2016-2017 | \$ 1,103,560 | \$ (797) | 0% |
| 2017-2018 | \$ 1,370,741 | \$ 267,181 | 24% |
| 2018-2019 | \$ 1,401,608 | \$ 30,867 | 2% |
| 2019-2020 | \$ 1,524,302 | \$ 122,694 | 9% |

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*



P. O. Box 702, Colfax, CA 95713

January 13, 2020

City of Auburn
1225 Lincoln Way
Auburn, CA 95603

Regarding: State of California declaring Auburn Endurance Events as the Official State 100-Mile Endurance Event

The Western State Trail extended from Salt Lake, across the Great Basin, and over the Sierra Nevada mountains to Sacramento during the westward expansion of the United States. In 1931 a group led by Wendell Robie and Robert Montgomery Watson started to explore the route across the Sierra Nevada’s from Auburn to Lake Tahoe and determined the distance was 100 miles.

The modern-day Western States 100 Mile One Day Trail Ride was first held in 1955. Four of the five riders successfully completed the trek on horseback. The current ride averages between 150 and 200 horse and rider combinations. Since 1955 the Ride has grown to over 10,500 starters and 5,700 finishers.

In 1974 Dr. Gordan Ainsleigh completed the first foot race over the same 100 miles of trail. This unique accomplishment became the basis for the now-famous Western States Endurance Run, the world’s premier ultra-runner trail event. In December 2018, when the runs’ annual lottery for entry was held, 5,862 pre-qualified ultra-runners from throughout the United States and overseas vied for one of only 369 spots in 2019’s race. The unique number is set in cooperation with the US Forest Service in consideration of the impact on the Tahoe National Forest.

The City of Auburn, California was declared “The Endurance Capital of the World” in view of the Western States 100-Mile One Day Trail Ride and the Western States Endurance Run, and other events in the region.

The City of Colfax wishes to formally support the City Council of the City of Auburn, California request of the State of California to declare the events the official 100-mile Endurance Events for the State of California.

Sincerely,

Mayor Sean Lomen

Councilmember Joe Fatula

Mayor Pro Tem Trinity Burruss

Councilmember Marnie Mendoza

Councilmember David Ackerman

Ph: (530) 346-2313
Fax: (530) 346-6214

Web: www.colfax-ca.gov
info@colfax-ca.gov

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Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: John McLaughlin Property Storm Drain Easement Improvements – Notice of Completion

Budget Impact Overview:

| | | | | |
|---------------|----------------|-------------------|----------------|-----------------|
| N/A: ✓ | Funded: | Un-funded: | Amount: | Fund(s): |
|---------------|----------------|-------------------|----------------|-----------------|

RECOMMENDED ACTION: Adopt Resolution __ - 2021 accepting the John McLaughlin Property Storm Drain Easement Improvements as complete and authorizing the recording of the Notice of Completion

Summary/Background

On August 12, 2020, the City Council approved Resolution 47-2020 authorizing the City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$23,786.00 and authorizing the City Manager to execute 20% change order authority in a total budget amount not to exceed \$28,543.20 for the construction of approximately twenty (20) lineal feet of Storm Drain Pipe on John McLaughlin Property and approximately thirty (30) lineal feet of Concrete Block Retaining Wall in the right of way of Depot Street.

Final inspection of the project was performed on December 8, 2020. Staff has determined that the work performed by Simpson & Simpson, Inc. is complete and in conformance with the contract terms. The project included one change order in the amount of \$3,972.00 to add approximately 20 square feet of additional concrete block wall.

Staff recommends that the City Council adopt a Resolution accepting the John McLaughlin Property Storm Drain Easement Improvements as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

Fiscal Impacts

Total final costs for the project are reflected in the chart below.

| John McLaughlin Storm Drain Easement Improvements | |
|--|-----------------|
| Description | Value |
| Construction Budget | \$28,543 |
| Construction Costs | \$23,786 |
| Change Order | \$3,972 |
| Construction Total Costs | \$27,758 |
| Remaining Budget | \$785 |

Attachments:

1. Resolution __ - 2021
2. Notice of Completion

City of Colfax City Council

Resolution No. __-2021

ACCEPTING THE JOHN MCLAUGHLIN PROPERTY STORM DRAIN EASEMENT IMPROVEMENTS AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, On August 12, 2020, the City Council approved Resolution 47-2020 authorizing the City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$23,786.00, and authorizing the City Manager to execute 20% change order authority in a total budget amount not to exceed \$28,543.20; and

WHEREAS, staff has determined that the work performed by Simpson & Simpson is complete and in conformance with the contract terms; and

WHEREAS, there was one Change Order in the amount \$3,972.00 for additional retaining wall construction which was within the 20% contingency amount authorized by the City Council; and

WHEREAS, the project was completed on December 9, 2020 under final approved budget (with construction contingency) for a total project cost of \$27,758.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, hereby accepts the John McLaughlin Property Storm Drain Easement Improvements and authorizes the recording of the Notice of Completion.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of January 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

ATTEST:

Sean Lomen, Mayor

Amy Lind, City Clerk

Recording Request by:

City of Colfax

When recorded return to:

**CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that Simpson and Simpson Inc., 10001 Ophir Road, Newcastle, CA 95658 performed and completed for the City of Colfax the following contract, John McLaughlin Property Storm Drain Easement Improvements, which consisted of installation of approximately twenty (20) lineal feet of 12-inch storm drain pipe, and construction of approximately 249 square feet of concrete block retaining wall, all within the Corporate City Limits of the City of Colfax (the "Project"). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on December 8, 2020.

Verification: I, Wes Heathcock, depose and say: I am the City Manager of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January ____, 2021 at Colfax, California.

City of Colfax

Wes Heathcock, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

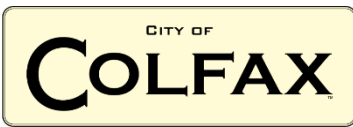
State of California
County of Placer

On January ____, 2021 before me, Shanna Stahl, Accounting Technician, personally appeared Wes Heathcock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shanna Stahl, Accounting Technician

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Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: WWTP Pond III Fissure Repair (Phase II) – GHD Budget Amendment

Budget Impact Overview:

| | | | | |
|-------------|------------------|-------------------|-------------------------|-------------------------|
| N/A: | Funded: √ | Un-funded: | Amount: \$41,000 | Fund(s): 560-695 |
|-------------|------------------|-------------------|-------------------------|-------------------------|

RECOMMENDED ACTION: Authorize the City Manager to increase the GHD contract in the amount of \$12,500 for a total amount not to exceed \$41,000 for Pond III Fissure Repair Phase II.

Summary/Background

On August 12, 2020, City Council approved Resolution 46- 2020 which authorized the City Manager to execute a Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair project at the Wastewater Treatment Plant.

The work began in September 2020 and proceeded to completion in November 2020. During the construction the Pond Liner was removed within the improvement area to expose the side slope ground surface. At this time, it was discovered that lateral tension cracking existed on the slope surface and extended beyond the footprint of the installed plate pile system. The tension cracks exist predominantly on the upper portion of the slope and traverse in a lateral and diagonal direction. The cracks continue to extend under the in-place liner on the north and south ends of the designated work area.

Under their existing contract authority, the contractor for the project Engineered Soils Repairs, Inc. (ESR) will be using ground penetrating radar (GPR) above the in-place liner to locate and map the distressed cracking on the embankment side slope. This effort will produce a map showing the limits of the existing cracking.

Following the completed GPR analysis, GHD Inc. proposes to complete a geophysical survey over the extent of the presumed cracking to identify the subsurface characteristics for the design of the continued slope repair improvements. The objective of the geophysical survey is to determine whether or not the soils characteristics of the new area are similar in nature to the soils characteristics of the first phase project. If they are, then a similar design and construction approach using plate piles can be accomplished for the second phase (Phase II) of work.

Staff has reviewed the scope and cost of the geophysical survey proposal from GHD Inc. and finds them reasonable, and recommends approval of the budget amendment.

Fiscal Impacts

The work associated with the investigation and repair of the newly discovered lateral cracks is reimbursable through the City’s insurance carrier.

Attachments:

1. Resolution __ - 2021
2. GHD Agreement

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO INCREASE THE GHD CONTRACT IN THE AMOUNT OF \$12,500 FOR A TOTAL AMOUNT NOT TO EXCEED \$41,000 FOR POND III FISSURE REPAIR PHASE II

WHEREAS, On August 12, 2020, City Council approved Resolution 46-2020 which authorized the City Manager to execute a Consultant Services Agreement with GHD Inc. for Geotechnical Observation and Construction Testing Services for the Pond 3 Fissure Repair project at the Wastewater Treatment Plant; and

WHEREAS, during the construction of the Fissure Repair, lateral tension cracks were observed on the pond slope surface that extended beyond the footprint of the repairs to the pond slope; and

WHEREAS, the cracks continue to extend under the in-place liner on the north and south ends of the designated work area; and

WHEREAS, Under the existing contract authority, the contractor for the project, Engineered Soils Repairs, Inc. (ESR) will use ground penetrating radar (GPR) above the in-place liner to locate and map the cracking on the embankment side slope; and

WHEREAS, GHD Inc. has provided a proposal and cost to complete a geophysical survey over the extent of the presumed cracking to identify the subsurface characteristics; and

WHEREAS, this geophysical survey is needed to determine whether or not the design used to construct the first phase repair can be used in the design of the second phase (Phase II) repair.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to increase the GHD contract in the amount of \$12,500 for a total amount not to exceed \$41,000 for Pond III Fissure Repair Phase II.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of January 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

ATTEST:

Amy Lind, City Clerk

Sean Lomen, Mayor

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 13th day of **August, 2020** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **GHD Inc.** ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,

- iii. a detailed description of the Services performed on each date,
- iv. the hourly rate at which the Services on each date are charged,
- v. an itemization of all costs incurred and
- vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability: Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers.

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. **Workers' Compensation Coverage.** Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. **General Liability Coverage.** General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. **Automobile Liability Coverage.** Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. **Policy Endorsements.** Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be

named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.

2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the

furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment

to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute

arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement: Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Consultant: GHD Inc.
4080 Plaza Goldorado Circle, Suite B
Cameron Park, CA 95682

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

Signature: 

Printed Name: Wes Heathcock

Title: City Manager

Date: 8/26/2020

CONSULTANT

Signature: 

Printed Name: DOUGLAS J RIES

Title: VICE-PRESIDENT

Date: 8/24/2020

APPROVED AS TO FORM:


City Attorney



July 21, 2020

Mr. Wes Heathcock, City Manager
City of Colfax
33 South Main Street
Colfax, CA 957131

Dear Mr. Heathcock,

Re: Proposal for Geotechnical Engineering Observation and Construction Testing Services

Based on the Consultant Services Agreement with the City of Colfax, GHD is pleased to submit this cost proposal to perform geotechnical engineering observation and construction testing services for the Pond 3 Embankment Repair project at the City of Colfax Wastewater Treatment Plant (WWTP) in Colfax, California.

Construction of the project is expected to begin August 2020. Observation and testing services will be performed during the installation of plate piles for stabilizing the distressed embankment slope at Pond 3. The duration of the project is expected to exist approximately six weeks. During construction operations GHD will conduct periodic observation and testing during installation of the pile structures, material sampling and testing during grout placement and testing during grading operations. Based on our understanding of the project the scope of our services will consist of:

- Reviewing submitted design-build construction plans and specifications
- Observation of the pre-drilled pilot holes verifying minimum embedment depths and ensure competency of the subsurface material
- Observation during plate pile installation, verifying and recording embedment depth, pile spacing and general plumbness
- During grout backfilling, observe material placement, complete field sampling and conduct compressive strength testing on collected samples to verify required strength.
- Observe earthwork grading operation and perform soil compaction testing on proposed fill placement and aggregate base (AB) material.
- Provide a final report summarizing construction activities and installation of the proposed improvements and affirming project is completed in conformance with approved design-build submittal.

The services provided in our scope is on a time-and-material basis for an estimated fee not to exceed \$28,500. In the event unforeseen conditions are encountered or if delays or circumstances beyond our control, we will notify you immediately to provide adjustments to the scope of services and/or project fees.

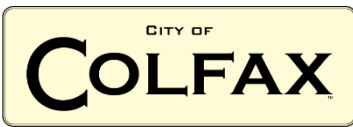


Thank you for the opportunity to submit this fee proposal. We believe it is fully responsive to your needs. Should you have any questions relating to the contents of this proposal or require additional information, please contact our office at your convenience.

Best Regards,
GHD

A handwritten signature in blue ink, appearing to read "Eric S. Smith". The signature is fluid and cursive, with the first name "Eric" and last name "Smith" clearly legible.

Eric S. Smith, PE
Project Geotechnical Engineer
(530) 350-0387



Staff Report to City Council ^{Item 6J.}

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Lind, Interim City Clerk
Subject: Employee Share Agreement with Auburn for City Clerk Services

Budget Impact Overview:

| | | | | |
|-------------|------------------|-------------------|--------------------------|----------------------------|
| N/A: | Funded: √ | Un-funded: | Amount: As needed | Fund(s):120,560,561 |
|-------------|------------------|-------------------|--------------------------|----------------------------|

RECOMMENDED ACTION: Authorize the City Manager to sign an Employee Share Agreement with the City of Auburn for part-time City Clerk services, as needed.

Summary/Background

Last year, the City of Colfax had a need to cover the City Clerk’s office temporarily due to staff retirement. The City Council approved a contract for part-time City Clerk services that has since expired. The City has the temporary need for coverage in the Clerk’s Office, so an updated agreement has been drafted.

Under the agreement the Auburn City Clerk would provide a number of basic clerk functions for Colfax, primarily by telecommuting, and attend their twice-monthly City Council meetings on Wednesday nights (virtually during COVID). Workload, timing and associated issues will be regulated by the Colfax City Manager on an as needed basis. This contract does not have an expiration date, therefore will be valid in case the need arises in the future.

Fiscal Impacts

Colfax will be billed for all hours worked at a rate of \$61.52 per hour for regular time worked and \$85.49 per hour for overtime worked; this rate did not change from the last contract approved. Hours are not to exceed 15 hours per week without Auburn City Manager prior approval. Conversely, the average is closer to 2-3 hours per week. The contract cost is funded in accordance with the City Clerk position allocation, which includes Funds 120, 560, 561.

Attachments:

1. Resolution __ - 2021
2. Employee Share Agreement

City of Colfax

City Council

Resolution № __-2021

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMPLOYEE SHARE AGREEMENT WITH
THE CITY OF AUBURN FOR CITY CLERK SERVICES

THE CITY COUNCIL OF THE CITY OF COLFAX DOES HEREBY RESOLVE:

That the City Council of the City of Colfax does hereby approve a Clerk Services Agreement between the City of Auburn and the City of Colfax and authorizes the City Manager to execute it on behalf of the City of Colfax. A copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of January, 2021 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Sean Lomen, Mayor

Amy Lind, City Clerk

**CLERK SERVICES AGREEMENT
BY AND BETWEEN CITY OF AUBURN
AND CITY OF COLFAX**

This CLERK SERVICES AGREEMENT (“Agreement”) is made and entered into effective January 13, 2020 (“Effective Date”) by and between the City of Auburn, a California municipal corporation (“Auburn”), and the City of Colfax, a California municipal corporation (“Colfax”) (collectively, “Parties”).

RECITALS

WHEREAS, Colfax desires to contract with Auburn for the performance of General Clerk Services, as defined below, by the Auburn City Clerk in accordance with this Agreement;

WHEREAS, Auburn is agreeable to rendering such General Clerk Services to Colfax in accordance with this Agreement;

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500) authorizes Auburn and Colfax by agreement to jointly exercise any power common to them including Clerk powers (the “Joint Exercise of Powers Act”); and

WHEREAS, Chapter 21 of Part 2 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 895) authorizes Auburn and Colfax by agreement to provide for contribution or indemnification of any liability arising out of the performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

- 1.1. The Recitals above are true and correct and fully incorporated herein.
- 1.2. This Agreement is entered into pursuant to the provisions of the Joint Exercise of Powers Act.
- 1.3. The phrase “General Clerk Services” as used in this Agreement shall include all services currently provided by the Auburn City Clerk in the performance of her regular duties in that position.

2. SCOPE OF SERVICES

- 2.1. Auburn agrees to provide General Clerk Services to Colfax in accordance with this Agreement.
- 2.2. The Auburn City Clerk will attend all regular meetings of the Colfax City Council. The Auburn City Clerk shall perform all other work provided for under this Agreement from Auburn City Hall, unless approved in advance by the Auburn City Manager.
- 2.3. For purposes of performing General Clerk Services under this Agreement, Auburn shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary for such performance. However, Colfax may provide additional equipment and supplies for Auburn to utilize in performing the General Clerk Services under this Agreement.

3. DEPLOYMENT OF PERSONNEL

- 3.1. Auburn shall provide General Clerk Services through the Auburn City Clerk pursuant to the Work Schedule attached hereto as Exhibit A. Colfax may request additional hours outside of those provided for in Exhibit A, subject to prior written approval by the Auburn City Manager.

4. ADMINISTRATION OF PERSONNEL

- 4.1. Except as specifically provided in this Agreement, the standards of performance and discipline and other matters incident to the performance of such services, including control of personnel so performing, shall remain with Auburn.
- 4.2. All Auburn employees working in conjunction with Colfax and/or Colfax employees under this Agreement shall remain Auburn employees and compensated by Auburn and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from Colfax as a result of this Agreement.
- 4.3. All Colfax employees working in conjunction with Auburn and/or Auburn employees under this Agreement shall remain Colfax employees and compensated by Colfax and shall not have any

claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from Auburn as a result of this Agreement.

5. INDEMNIFICATION

- 5.1. Colfax shall indemnify, defend, and hold harmless Auburn, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigations costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of a breach of Colfax's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Auburn, or its officers, employees, agents, or volunteers, or as otherwise required by law.
- 5.2. Colfax shall indemnify, defend, and hold harmless Auburn, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigation costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of the performance of General Clerk Services for Colfax under this Agreement.
- 5.3. The Parties agree that the covenants contained in this Section 5 of this Agreement shall survive the expiration or termination of this Agreement.

6. TERM OF AGREEMENT

- 6.1. The term of this agreement shall commence on the Effective Date, and may be terminated at any time, with or without cause, by either of the Parties upon ten (10) days written notice to the other party as provided in this Agreement.
- 6.2. In the event of termination of this Agreement by either of the Parties: (1) the Parties shall fully discharge all obligations owed to each other accruing prior to the effective date of such termination, and (2) Colfax shall pay Auburn for all General Clerk Services rendered prior to the effective date of such termination and properly billed as provided in this Agreement.

7. BILLING AND PAYMENT PROCEDURES

- 7.1. Colfax shall pay Auburn for the General Clerk Services rendered under this Agreement at a rate of \$61.52 per hour for applicable regular time worked and \$85.49 per hour for applicable overtime worked.
- 7.2. Auburn shall bill Colfax within ten (10) calendar days after the end of each calendar month by summarized invoice for the General Clerk Services provided in that month under this Agreement. The summarized invoice shall contain a statement of the number of hours worked. Colfax shall pay Auburn all amounts contained in such summarized invoice no later than thirty (30) days after receipt.

8. NOTICES

- 8.1. All notices and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) hand delivered with signed receipt, or (2) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving ten (10) days written notice to the other party.

If to City of Auburn:

If to City of Colfax:

City of Auburn
 Attn: John Donlevy, City Manager
 1225 Lincoln Way
 Auburn, CA 95603

City of Colfax
 Attn: Wes Heathcock, City Manager
 33 South Main Street
 Colfax, CA 95713

- 8.2. All other communications required under this Agreement may be either (1) hand delivered with signed receipt or (2) mailed by first class mail, including the summarized invoices pursuant to Section 7.2 of this Agreement.

9. WARRANTY OF AUTHORIZATION

- 9.1. Auburn represents and warrants that the person executing this Agreement is a duly authorized representative of the City of

Auburn with actual authority to bind the City of Auburn to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

- 9.2. Colfax represents and warrants that the person executing this Agreement is a duly authorized representative of the City of Colfax with actual authority to bind the City of Colfax to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

10. MISCELLANEOUS PROVISIONS

- 10.1. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of a dispute or claim arising out of this Agreement, venue shall be in the Superior Court of the State of California for the County of Placer.
- 10.2. This Agreement shall be construed as a whole and according to its fair meaning. This Agreement shall not be construed strictly for or against either of the Parties. If any provision of this Agreement is found unenforceable, void, or voidable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 10.3. This Agreement may be executed in counterparts such that the signatures appear on separate pages. A copy or facsimile of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic means shall be deemed original signatures.
- 10.4. This Agreement represents the complete understanding of the Parties with respect to the matters set forth herein. This Agreement supersedes all previous agreements and understandings of the Parties, whether oral or written, with respect to the matters set forth herein. All such previous agreements and understandings shall have no force or effect.
- 10.5. Except as expressly provided herein, this Agreement may only be modified or amended by a written instrument executed by duly authorized representatives of the Parties.

10.6. The Parties agree to meet and confer periodically at mutually agreeable times to exchange relevant information and discuss performance under this Agreement.

* * * *

IN WITNESS WHEREOF, the City of Auburn by order of its City Council, and the City of Colfax by order of its City Council, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

CITY OF AUBURN,
a Municipal Corporation

CITY OF COLFAX,
a Municipal Corporation

By: _____
John Donlevy
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Amy Lind
City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Gary B. Bell
City Attorney

By: _____
Name: _____
Title: _____

Exhibit A – Work Schedule

(Work can be completed remotely)

Prepare City Council Agendas

Attend City Council Meetings

Record meeting actions and prepare necessary resolutions, ordinances and minutes

Coordinate public records requests with staff

Work performed (outside of attending Council Meetings) is not to exceed 15 hours a week without prior approval by Auburn City Manager.

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Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Abbott Letter of Recognition

Budget Impact Overview:

| N/A: ✓ | Funded: | Un-funded: | Amount: | Fund(s): |
|--------|---------|------------|---------|----------|
|--------|---------|------------|---------|----------|

RECOMMENDED ACTION: Approve the Abbott Letter of Recognition.

Summary/Background

The City of Colfax recognizes the volunteer commitment Fred and Renee Abbott provided to the community during their time in Colfax. The attached letter of recognition is a brief expression of appreciation for Fred and Renee Abbott's contributions.

Fiscal Impacts

N/A

Attachments:

1. Abbott Letter of Recognition



P. O. Box 702, Colfax, CA 95713

January 13, 2021

RE: Letter of Recognition for the Outstanding Service Provided to the City of Colfax Community

The City Council of the City of Colfax would like to acknowledge and graciously thank Fred and Renee Abbott for their hard work and dedicated service to the City of Colfax.

Mr. and Mrs. Abbott were founders of the Colfax Connection, members of the Colfax Chamber of Commerce and designated by the City Council as Event Liaisons. Fred was a member of the Colfax Lions Club, American Legion and a co-coordinator for the Colfax 3rd of July and Winterfest parades. Fred and Renee successfully re-established the Railroad Days celebration as well.

With great honor and recognition for commendable, dedicated personal devotion to the City of Colfax, we thank you, Fred and Renee Abbott for your service and wish you the best of luck.

Presented with Appreciation and Respect,

Mayor Sean Lomen

Mayor Pro Tem Trinity Burruss

Councilmember David Ackerman

Councilmember Joe Fatula

Councilmember Marnie Mendoza

Ph: (530) 346-2313
Fax: (530) 346-6214

Web: www.colfax-ca.gov
info@colfax-ca.gov



Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Council Committee Assignments

Budget Impact Overview:

| N/A: ✓ | Funded: | Un-funded: | Amount: | Fund(s): |
|--------|---------|------------|---------|----------|
|--------|---------|------------|---------|----------|

RECOMMENDED ACTION:

By MOTION, Approve City Council Committee Assignments for 2021 and approve the tentative FPPC Form 806 listing compensated Councilmember appointments to boards and commissions.

Summary/Background

Each year the Mayor recommends assignments for Council Members, staff or the public to serve on the boards of local agencies, advisory boards, and committees within the surrounding area. Generally, Council Members request their assignments and develop expertise to represent the City to improve resources or influence within the region.

A brief description of each board and its impact on the City is attached. The Mayor's recommendations for this year's appointments of Council Members to various Commissions, Boards, and Committees will be presented under separate cover.

The Fair Political Practices Commission (FPPC) regulation 18702.5 permits a Councilmember to participate in discussion and voting on his or her appointment to a compensated position on a board or commission so long as the City discloses specific information on the City's website using the FPPC Form 806. FPPC Form 806 is used to report compensation for membership on committees, boards or commissions of a public agency, special district, or joint powers agency.

The Form 806 was completed and posted on the City's website on January 7, 2020 with the tentative appointments listed. As a result, there is no need for any Councilmember to abstain on any vote for the listed appointments.

Fiscal Impacts

N/A

Attachments:

1. Committee Descriptions
2. 2021 Council Committee Assignments
3. 806 Form

Committee Assignment Descriptions

Item 9B.

| Committee | Required/ Optional | Description |
|---|-----------------------|--|
| Placer Sierra Fire Safe Council City of Colfax Council Chambers | Optional | The Fire Safe Council evaluates fire threat, assures firefighting resources are available, develops a Community Fire Safe Plan and supports efforts for wild land and community fire management. https://www.placer.ca.gov/bos/committees-and-commissions/placer-sierra-fire-safe-council |
| Placer County Selection Committee | Required | The Selection Committee consists of the Mayor of the seven Cities within Placer County. The Committee meets to appoint and confirm members of various boards and commissions within the County. |
| League of California Cities Sacramento Valley Division Liaison | Optional | The League is an association of city officials for training, information exchange, and combining of resources to influence State policy decisions that affect cities. The Sacramento Valley Division is a regional component of the League that insures Northern California cities have a voice in state policies. https://www.cacities.org/ |
| Bianchini Advisory Board | Required | Carl Bianchini endowed the community a sizeable trust to be used for youth and senior programs. The Bianchini Advisory Board was created to oversee appropriations of the fund to the Sierra Vista Community Center. |
| Sierra Vista Community Center Liaison | Optional | Sierra Vista Community Center Liaison is ideally a different person than the Bianchini representative. The liaison attends Sierra Vista Community Center board meetings and reports information back to Council. |
| Colfax Schools Liaison | Optional | City Council created this position to ensure at least one Councilmember is tasked with fostering communication between Council and the two local schools. |
| Pioneer Community Energy | Required | Pioneer was established to provide electricity at lower rates than other providers. The board consists of elected representatives from the County and 5 Cities. https://pioneercommunityenergy.ca.gov/about-us/ |

2021 Proposed Committee Assignment List

| Board/Committee | Colfax Representative | Meeting Information | Meeting Location | Reimbursement/ Stipend |
|--|--|---------------------------------|---|------------------------|
| Placer County Economic Development Board (PCEDB) | Marnie Mendoza Alt: Joe Fatula | 3rd Thursday 4x/yr | Various Meeting Locations | No Stipend |
| Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC) | David Ackerman Alt: Joe Fatula | 6:00PM 3rd Wednesday | City of Colfax Council Chambers | No Stipend |
| Sacramento Area Council of Governments (SACOG) | Trinity Burruss Alt: David Ackerman | 9:30AM 3rd Thursday | 1415 L. Street Sacramento | \$100 Stipend |
| Placer County Air Pollution Control District (PCAPCD) | Trinity Burruss Alt: Marnie Mendoza | 2:30PM 2nd Thursday 6x/yr | BOS Chambers 175 Fulweiler Ave Auburn | \$100 Stipend |
| Placer Mosquito & Vector Control District (PMVCD) | Will Stockwin Alt: Marnie Mendoza | 4:30PM 3rd Monday | 2021 Opportunity Dr Roseville | \$100 Stipend |
| Project Go | Joe Fatula Alt: Sean Lomen | 5:30PM 3rd Thursday | 801 Vernon St Roseville | No Stipend |
| Placer County Transportation Planning Agency (PCTPA) | Trinity Burruss Alt: Joe Fatula | 9:00AM 4th Wednesday | BOS Chambers 175 Fulweiler Ave Auburn | \$100 Stipend |
| Local Agency Formation Commission | Colfax is rotated out Trinity Burruss, Alt: Marnie Mendoza | 4:00PM 2nd Wednesday | BOS Chambers 175 Fulweiler Ave Auburn | \$100 Stipend |
| Solid Waste Task Force | Wes Heathcock Alt: Sean Lomen | 9:00AM 1st Thursday 4x/yr | Auburn Veterans Hall 100 East St Auburn | No Stipend |
| Placer Sierra Fire Safe Council | Sean Lomen Alt: Joe Fatula | 6:00PM 4th Thursday | City of Colfax Council Chambers | No Stipend |

| | | | | |
|---|---|------------------------|--|------------|
| Placer County Selection Committee | Mayor | Yearly | | No Stipend |
| League of California Cities Sacramento Valley Division Liaison | Marnie Mendoza Alt: David Ackerman | 4x/yr | | No Stipend |
| Bianchini Advisory Board | Marnie Mendoza Alt: Trinity Burruss | | | No Stipend |
| Sierra Vista Community Center Liaison | David Ackerman Alt: Sean Lomen | | | No Stipend |
| Colfax Schools Liaison | Marnie Mendoza Alt: Sean Lomen | | | No Stipend |
| Pioneer Community Energy | Marnie Mendoza Alt: David Ackerman | 3:00PM 3rd Thursday | Drive, Suite B Rocklin, CA 95677 | No Stipend |

Agency Report of: Public Official Appointments

Background

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Instructions

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

Part 1. Agency Identification

Identify the agency name and information on who should be contacted for information.

Part 2. Appointments

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

Part 3. Verification

The agency head or his/her designee must sign the verification.

Frequently Asked Questions (FAQs)

1. When does an agency need to complete the Form 806?
A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.
2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?
If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

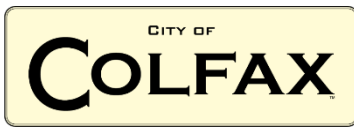
The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811.



Staff Report to City Council

FOR THE JANUARY 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: 2020 ISO Rating

Budget Impact Overview:

| N/A: ✓ | Funded: | Un-funded: | Amount: | Fund(s): |
|--------|---------|------------|---------|----------|
|--------|---------|------------|---------|----------|

RECOMMENDED ACTION: Discuss and provide staff direction.

Summary/Background

Mayor Sean Lomen requested staff add the 2020 Insurance Services Office (ISO) Rating document to the January 13, 2021 agenda as an informational item. Staff is requesting that council discuss the document, and then provide staff with direction, if any.

Fiscal Impacts

N/A

Attachments:

1. 2020 ISO Rating Document



1000 Bishops Gate Blvd. Ste 300
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2
f1.800.777.3929

February 24, 2020

Mr. Wes Heathcock, Manager
Colfax
33 S Main St
Colfax, California, 95713

RE: Colfax, Placer County, California (N)
Public Protection Classification: 04/4X
Effective Date: June 01, 2020

Dear Mr. Wes Heathcock,

We wish to thank you and Chief Brian Estes for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" – formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single "9" or "8B" classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert

Alex Shubert
Manager -National Processing Center

cc: Mr. Brian Rickards, Engineer, Placer County Water Agency
Chief Brian Estes, Chief, Colfax Fire Department
Mr. Steve Mueller, Chief Administrative Officer, Cal Fire Nevada, Yuba, Placer ECC

**Public Protection Classification
(PPC™)
Summary Report**

Colfax

California (N)

Prepared by

**Insurance Services Office, Inc.
1000 Bishops Gate Blvd., Ste. 300
P.O. Box 5404
Mt. Laurel, New Jersey 08054-5404
1-800-444-4554**

**Report Created February 24, 2020
Effective June 1, 2020**

PPC is a registered trademark of Insurance Services Office, Inc.

Background Information

Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

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Page 1

Data Collection and Analysis

ISO has evaluated and classified over 46,000 fire protection areas across the United States using its FSRS. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRs score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

PPC Grade

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

| PPC | Points |
|-----|----------------|
| 1 | 90.00 or more |
| 2 | 80.00 to 89.99 |
| 3 | 70.00 to 79.99 |
| 4 | 60.00 to 69.99 |
| 5 | 50.00 to 59.99 |
| 6 | 40.00 to 49.99 |
| 7 | 30.00 to 39.99 |
| 8 | 20.00 to 29.99 |
| 9 | 10.00 to 19.99 |
| 10 | 0.00 to 9.99 |

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRs creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRs fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRs creditable water supply.
- Class 10 does not meet minimum FSRs criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/9 | 1/1X |
| 2/9 | 2/2X |
| 3/9 | 3/3X |
| 4/9 | 4/4X |
| 5/9 | 5/5X |
| 6/9 | 6/6X |
| 7/9 | 7/7X |
| 8/9 | 8/8X |
| 9 | 9 |

| Prior Classification | New Classification |
|----------------------|--------------------|
| 1/8B | 1/1Y |
| 2/8B | 2/2Y |
| 3/8B | 3/3Y |
| 4/8B | 4/4Y |
| 5/8B | 5/5Y |
| 6/8B | 6/6Y |
| 7/8B | 7/7Y |
| 8/8B | 8/8Y |
| 8B | 8B |

What's changed?

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

Benefits of the revised split class designations

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

New water class

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

What's changed with Class 10W?

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

What's the benefit of Class 10W?

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

What does the fire chief have to do?

Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

What if I have additional questions?

Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

Distribution of PPC Grades

The 2019 published countrywide distribution of communities by the PPC grade is as follows:



Assistance

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at www.isomitigation.com/talk/.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at www.isomitigation.com. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRS and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

PPC Review

ISO concluded its review of the fire suppression features being provided for Colfax. The resulting community classification is **Class 04/4X**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

| FSTRS Feature | Earned Credit | Credit Available |
|---|---------------|------------------|
| Emergency Communications | | |
| 414. Credit for Emergency Reporting | 3.00 | 3 |
| 422. Credit for Telecommunicators | 3.04 | 4 |
| 432. Credit for Dispatch Circuits | 3.00 | 3 |
| 440. Credit for Emergency Communications | 9.04 | 10 |
| Fire Department | | |
| 513. Credit for Engine Companies | 5.75 | 6 |
| 523. Credit for Reserve Pumpers | 0.00 | 0.50 |
| 532. Credit for Pump Capacity | 3.00 | 3 |
| 549. Credit for Ladder Service | 2.44 | 4 |
| 553. Credit for Reserve Ladder and Service Trucks | 0.32 | 0.50 |
| 561. Credit for Deployment Analysis | 7.73 | 10 |
| 571. Credit for Company Personnel | 4.35 | 15 |
| 581. Credit for Training | 2.08 | 9 |
| 730. Credit for Operational Considerations | 2.00 | 2 |
| 590. Credit for Fire Department | 27.67 | 50 |
| Water Supply | | |
| 616. Credit for Supply System | 18.65 | 30 |
| 621. Credit for Hydrants | 2.73 | 3 |
| 631. Credit for Inspection and Flow Testing | 7.00 | 7 |
| 640. Credit for Water Supply | 28.38 | 40 |
| Divergence | -3.12 | — |
| 1050. Community Risk Reduction | 3.86 | 5.50 |
| Total Credit | 65.83 | 105.50 |

Emergency Communications

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

| | Earned Credit | Credit Available |
|---|----------------------|-------------------------|
| 414. Credit Emergency Reporting | 3.00 | 3 |
| 422. Credit for Telecommunicators | 3.04 | 4 |
| 432. Credit for Dispatch Circuits | 3.00 | 3 |
| Item 440. Credit for Emergency Communications: | 9.04 | 10 |

Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

| Item 410. Emergency Reporting (CER) | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| <p>A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</p> <p>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.</p> | 20.00 | 20 |
| <p>1. E9-1-1 Wireless</p> <p>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points</p> | 25.00 | 25 |
| <p>2. E9-1-1 Voice over Internet Protocol (VoIP)</p> <p>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points</p> | 25.00 | 25 |
| <p>3. Computer Aided Dispatch</p> <p>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)</p> | 15.00 | 15 |
| <p>4. Geographic Information System (GIS/AVL)</p> <p>The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.</p> <p>The individual fire departments being dispatched <u>do not</u> need GIS/AVL capability to obtain this credit.</p> | 15.00 | 15 |
| Review of Emergency Reporting total: | 100.00 | 100 |

Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. The 2013 Edition of NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that eighty percent of emergency alarm processing shall be completed within 60 seconds and ninety-five percent of alarm processing shall be completed within 106 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

| Item 420. Telecommunicators (CTC) | Earned Credit | Credit Available |
|---|----------------------|-------------------------|
| A1. Alarm Receipt (AR) Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221 | 20.00 | 20 |
| A2. Alarm Processing (AP) Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221 | 19.39 | 20 |
| B. Emergency Dispatch Protocols (EDP) Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization. | 0.00 | 20 |
| C. Telecommunicator Training and Certification (TTC) Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions. | 20.00 | 20 |
| D. Telecommunicator Continuing Education and Quality Assurance (TQA) Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions | 16.52 | 20 |
| Review of Telecommunicators total: | 75.91 | 100 |

Item 432 - Credit for Dispatch Circuits (3 points)

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

Item 432 "Credit for Dispatch Circuits (CDC)" = 3.00 points

Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

| | Earned Credit | Credit Available |
|---|----------------------|-------------------------|
| 513. Credit for Engine Companies | 5.75 | 6 |
| 523. Credit for Reserve Pumpers | 0.00 | 0.5 |
| 532. Credit for Pumper Capacity | 3.00 | 3 |
| 549. Credit for Ladder Service | 2.44 | 4 |
| 553. Credit for Reserve Ladder and Service Trucks | 0.32 | 0.5 |
| 561. Credit for Deployment Analysis | 7.73 | 10 |
| 571. Credit for Company Personnel | 4.35 | 15 |
| 581. Credit for Training | 2.08 | 9 |
| 730. Credit for Operational Considerations | 2.00 | 2 |
| Item 590. Credit for Fire Department: | 27.67 | 50 |

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 2500 gpm.

Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **2 engine companies**

- a) **2 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **2 engine companies** to support a Basic Fire Flow of 2500 gpm.
- c) **2 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **2 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

Item 513 "Credit for Engine Companies (CEC)" = 5.75 points

Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.00 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 2500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRs equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRs recognizes that there are **0 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRs recognizes that there are **1 service companies** in service.

Item 549 "Credit for Ladder Service (CLS)" = 2.44 points

Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.32 points

Item 561 – Deployment Analysis (10 points)

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

Item 561 “Credit Deployment Analysis (DA)” = 7.73 points

Item 571 – Credit for Company Personnel (15 points)

Item 571 "Credit for Company Personnel (CCP)" reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, "Kelley" days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **0.00 on-duty personnel** and an average of **2.50 on-call personnel** responding on first alarm structure fires.

Item 571 "Credit for Company Personnel (CCP)" = 4.35 points

Item 581 – Credit for Training (9 points)

| Training | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| A. Facilities, and Use For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001. | 0.00 | 35 |
| B. Company Training For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001. | 6.92 | 25 |
| C. Classes for Officers For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site. | 2.00 | 12 |
| D. New Driver and Operator Training For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451. | 3.33 | 5 |
| E. Existing Driver and Operator Training For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451. | 0.42 | 5 |
| F. Training on Hazardous Materials For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472. | 0.67 | 1 |
| G. Recruit Training For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure. | 3.73 | 5 |
| H. Pre-Fire Planning Inspections For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches. | 6.00 | 12 |

Item 580 "Credit for Training (CT)" = 2.08 points

Item 730 – Operational Considerations (2 points)

Item 730 "Credit for Operational Considerations (COC)" evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

| Operational Considerations | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| Standard Operating Procedures The department should have established SOPs for fire department general emergency operations | 50 | 50 |
| Incident Management Systems The department should use an established incident management system (IMS) | 50 | 50 |
| Operational Considerations total: | 100 | 100 |

Item 730 "Credit for Operational Considerations (COC)" = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

| | Earned Credit | Credit Available |
|---|----------------------|-------------------------|
| 616. Credit for Supply System | 18.65 | 30 |
| 621. Credit for Hydrants | 2.73 | 3 |
| 631. Credit for Inspection and Flow Testing | 7.00 | 7 |
| Item 640. Credit for Water Supply: | 28.38 | 40 |

Item 616 – Credit for Supply System (30 points)

The first item reviewed is Item 616 "Credit for Supply System (CSS)". This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

Item 616 "Credit for Supply System (CSS)" = 18.65 points

Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 "Credit for Hydrants (CH)". This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 153 hydrants in the graded area.

| 620. Hydrants, - Size, Type and Installation | Number of Hydrants |
|---|---------------------------|
| A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets | 113 |
| B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel | 32 |
| C/D. With only a 2½ -inch outlet or with less than a 6 -inch branch | 8 |
| E/F. Flush Type, Cistern, or Suction Point | 0 |

Item 621 "Credit for Hydrants (CH)" = 2.73 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 "Credit for Inspection and Flow Testing (CIT)". This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

| Frequency | Points |
|------------------|---------------|
| 1 year | 30 |
| 2 years | 20 |
| 3 years | 10 |
| 4 years | 5 |
| 5 years or more | No Credit |

Note: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 4.00 points

Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

| Frequency | Points |
|------------------|---------------|
| 5 years | 40 |
| 6 years | 30 |
| 7 years | 20 |
| 8 years | 10 |
| 9 years | 5 |
| 10 years or more | No Credit |

Total points for Fire Flow Testing = 3.00 points

Item 631 "Credit for Inspection and Fire Flow Testing (CIT)" = 7.00 points

Divergence = -3.12

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

Community Risk Reduction

| | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| 1025. Credit for Fire Prevention and Code Enforcement (CPCE) | 1.68 | 2.2 |
| 1033. Credit for Public Fire Safety Education (CFSE) | 1.24 | 2.2 |
| 1044. Credit for Fire Investigation Programs (CIP) | 0.94 | 1.1 |
| Item 1050. Credit for Community Risk Reduction | 3.86 | 5.50 |

| Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points) | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| Fire Prevention Code Regulations (PCR) Evaluation of fire prevention code regulations in effect. | 10.00 | 10 |
| Fire Prevention Staffing (PS) Evaluation of staffing for fire prevention activities. | 0.00 | 8 |
| Fire Prevention Certification and Training (PCT) Evaluation of the certification and training of fire prevention code enforcement personnel. | 6.00 | 6 |
| Fire Prevention Programs (PCP) Evaluation of fire prevention programs. | 14.60 | 16 |
| Review of Fire Prevention Code and Enforcement (CPCE) subtotal: | 30.60 | 40 |

| Item 1033 – Credit for Public Fire Safety Education (2.2 points) | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| Public Fire Safety Educators Qualifications and Training (FSQT) Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction. | 0.00 | 10 |
| Public Fire Safety Education Programs (FSP) Evaluation of programs for public fire safety education. | 22.50 | 30 |
| Review of Public Safety Education Programs (CFSE) subtotal: | 22.50 | 40 |

| Item 1044 – Credit for Fire Investigation Programs (1.1 points) | Earned Credit | Credit Available |
|--|----------------------|-------------------------|
| Fire Investigation Organization and Staffing (IOS) Evaluation of organization and staffing for fire investigations. | 8.00 | 8 |
| Fire Investigator Certification and Training (IQT) Evaluation of fire investigator certification and training. | 3.00 | 6 |
| Use of National Fire Incident Reporting System (IRS) Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation. | 6.00 | 6 |
| Review of Fire Investigation Programs (CIP) subtotal: | 17.00 | 20 |

Summary of PPC Review

for

Colfax

| FSRS Item | Earned Credit | Credit Available |
|---|---------------|------------------|
| Emergency Communications | | |
| 414. Credit for Emergency Reporting | 3.00 | 3 |
| 422. Credit for Telecommunicators | 3.04 | 4 |
| 432. Credit for Dispatch Circuits | 3.00 | 3 |
| 440. Credit for Emergency Communications | 9.04 | 10 |
| Fire Department | | |
| 513. Credit for Engine Companies | 5.75 | 6 |
| 523. Credit for Reserve Pumpers | 0.00 | 0.5 |
| 532. Credit for Pumper Capacity | 3.00 | 3 |
| 549. Credit for Ladder Service | 2.44 | 4 |
| 553. Credit for Reserve Ladder and Service Trucks | 0.32 | 0.5 |
| 561. Credit for Deployment Analysis | 7.73 | 10 |
| 571. Credit for Company Personnel | 4.35 | 15 |
| 581. Credit for Training | 2.08 | 9 |
| 730. Credit for Operational Considerations | 2.00 | 2 |
| 590. Credit for Fire Department | 27.67 | 50 |
| Water Supply | | |
| 616. Credit for Supply System | 18.65 | 30 |
| 621. Credit for Hydrants | 2.73 | 3 |
| 631. Credit for Inspection and Flow Testing | 7.00 | 7 |
| 640. Credit for Water Supply | 28.38 | 40 |
| Divergence | -3.12 | -- |
| 1050. Community Risk Reduction | 3.86 | 5.50 |
| Total Credit | 65.83 | 105.5 |

Final Community Classification = 04/4X

