

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

December 8, 2021

Regular Session: 6:00PM

This meeting will be held at Colfax City Hall, 33 South Main Street, and attended via Teleconference.

You may also join via ZOOM on a computer or mobile device by visiting
<https://us02web.zoom.us/j/81343953780>

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

813 4395 3780

1 (669) 900-6833

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 Councilmember David Ackerman location at Springhill Suites by Marriott Phoenix/Tempe Airport, 1601 W Salado Parkway, AZ 85281

Submit public 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 by 4pm on the day of the meeting. Comments received will be submitted to Council and made part of the record.

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

- 2A. Call Open Session to Order**
- 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 Department**
- 3B. Placer County Fire Department**
- 3C. California Highway Patrol (CHP)**
- 3D. Chamber of Commerce**



4 **PRESENTATION** (No Presentations)

5 **PUBLIC HEARING**

Notice to the Public: City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.

5A. **Poultry Ordinance** (Pages 5-13)

Presentation: Alfred “Mick” Cabral, City Attorney

Recommendation: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at January 12, 2022, regularly scheduled meeting, to be effective 30 days thereafter.

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. **Quarterly Investment Report Quarter Ended 09/30/2021** (Pages 14-22)

Recommendation: Accept and File

6B. **Cash Summary October 2021** (Pages 23-33)

Recommendation: Accept and File.

6C. **Minutes** (Pages 34-38)

Recommendation: By Motion, approve the Colfax City Council minutes of 10/27/2021.

6D. **Fiscal Year 2021-2022 Local Transportation Funds and State Transit Assistance Funds Claim Documentation** (Pages 39-69)

Recommendation: Adopt Resolution _____-2021 authorizing the City Manager to file claims or execute agreements for:

1. Fiscal year 2021-2022 Local Transportation Funds in the amount of \$184,435 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code)
2. Fiscal year 2021-2022 State Transit Assistance Funds of \$17,097 for transit Capital (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code)
3. State Transit Assistance Funds reallocation of previously claimed funds for contracted transit services to transit capital in the amount of:
 - a. Fiscal Year 2019-2020 - \$3,948
 - b. Fiscal Year 2020-2021 - \$8,317



- 6E. **City Engineering Consultant Services – GHD Budget Amendment** (Pages 70-86)
Recommendation: Adopt Resolution___-2021 approving a budget amendment for GHD in the amount of \$407,360 to fund the remaining initial agreement term and the 2-year extension.
- 6F. **Employment Relation Matters Legal Services Consultant Agreement – Liebert Cassidy Whitmore (LCW)** (Pages 87-94)
Recommendation: Adopt Resolution___-2021 authorizing the City Manager to execute a contract with Liebert Cassidy Whitmore for special legal services pertaining to employment relation matters for a 3-year term in an amount not to exceed \$20,000.
- 6G. **Waste Water Treatment Plant (WWTP) – Security Approval** (Pages 95-107)
Recommendation: Adopt Resolution___-2021 authorizing the City Manager to expense funding in the amount of \$11,220 for a security system installed at the WWTP.

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. **Rotation of City Council Officers: Mayor and Mayor Pro Tem** (Pages 108-109)
Recommendation: Discuss and provide staff with direction.

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**



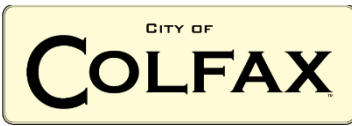
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Marguerite Bailey

Marguerite Bailey, 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 the City Clerk of the City of Colfax at, or prior to, said public hearing.





Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. "Mick" Cabral, City Attorney
Subject: Ordinance 546 Amending Colfax Municipal Code Title 6, Chapter 6.20
 "Limitations On Number Of Animals" (Chickens)

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the January 12, 2022, regularly scheduled meeting, to be effective 30 days thereafter.

Summary/Background

Colfax Municipal Code ("CMC" or the "Code") Chapter 6.20 allows chickens to be kept and raised on properties within the City that are zoned other than agricultural, but the Code does not regulate the number of chickens or the conditions under which they may be kept and raised. The proposed ordinance, if passed, will allow a maximum of eight chickens to be kept and raised on appropriately sized parcels zoned Residential R-1. The proposed ordinance prescribes standards for the location and size of proper housing for chickens and makes provision for manure removal, disposal, composting, use as fertilizer and odor control. A non-transferrable permit will be required along with a one-time \$25 permit fee. Violations will be subject to nuisance abatement, administrative fines and penalties, and possible misdemeanor prosecution.

The proposed ordinance was prompted by the passage of SB 1383 which requires persons who generate organic waste to comply with local requirements for collection and recovery of organic waste onsite, and with the use of collection services or through self-hauling. "Organic waste" includes food and green waste but is also broadly defined to include materials such as food scraps, coffee grounds, peelings, vegetable trimmings, bones, bread scraps, and used pizza boxes. The net effect of the law and its implementing regulations is that organic waste, including food waste, can no longer be placed in the landfill and must be diverted through a high diversion recovery facility or single source separation waste process.

CalRecycle has legal authority to begin enforcement proceedings and assess penalties for violations effective January 1, 2022. Although Colfax is presently not subject to these provisions, it likely will be in the future and needs to consider taking steps to prepare to obtain compliance.

The proposed ordinance has several intended purposes: (1) to achieve compliance with SB 1383 and its implementing regulations; (2) to divert food waste from going to the landfill and minimize waste disposal costs to homeowners; (3) to permit the keeping of female chickens (hens) in developed single-family zoned lots of appropriate size; (4) to supplement food sources for City residents; and (5) to ensure that hens do not adversely impact the neighborhood surrounding the property on which chickens are kept.

Although numbers vary depending upon household size, an average adult generates about 4.9 pounds per day (1,788 pounds per year) of solid waste. A family of four, assuming two adults and two children, generates approximately 2.7 tons of solid waste per year. Roughly 13% of the solid waste generated, which equates to 220 pounds per person or 650 pounds per family per year, is food waste suitable for diversion and recycling.

One hen can consume approximately 83 pounds of food waste per year. Eight hens can consume about 664 pounds of food waste per year. In other words, eight hens can consume most if not all of the food waste generated by a family of four per year. If properly managed, keeping and raising hens can help Colfax divert and recycle a significant portion of the food waste generated within its boundaries. The cost of doing so can be substantially offset by the eggs they lay and the fertilizer they generate.

Staff will be available to answer questions or provide additional information.

Fiscal Impacts

None anticipated unless enforcement becomes an issue.

Attachments:

1. Draft Ordinance.

CITY OF COLFAX

ORDINANCE NO. 546

AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE TITLE 6, CHAPTER 6.20 “LIMITATIONS ON THE NUMBER OF ANIMALS”

The City Council of the City of Colfax does ordain as follows:

Section 1:

Colfax Municipal Code Title 6, Chapter 6.20 is hereby amended in the form and substance contained in the Ordinance attached hereto as Exhibit A and incorporated herein by this reference. Amendments are reflected in blue font on Exhibit A.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court or attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City’s opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the “common sense” CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a

significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect thirty (30) days after its adoption and shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing Ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax held on the 8th day of December, 2021, and passed and adopted at a duly held regular meeting of the City Council held on the 12th day of January, 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:

, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Marguerite Bailey
City Clerk

EXHIBIT A

CITY OF COLFAX

ORDINANCE NO. 546

AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE TITLE 6, CHAPTER 6.20 “LIMITATIONS ON NUMBER OF ANIMALS”

Colfax Municipal Code Title 6, Chapter 6.20 is hereby amended as follows. The amendments to Chapter 6.20 adopted by this Ordinance are reflected in blue font.

6.20.010 Agricultural zoned properties.

- A. Large-sized Animals, Such as Horses, Bulls, Cows, Llamas, Alpacas, Etc.
 - 1. No large animals on parcels of less than two acres;
 - 2. One large animal on parcels larger than two acres and smaller than four acres;
 - 3. A maximum of two large animals on parcels of four to six acres;
 - 4. Not more than one large animal for every three acres, for parcels of seven or more acres in size.
- B. Medium-sized Animals, Such as Sheep, Goats, Pigs, Etc.
 - 1. No medium-sized animals on parcels less than two acres in size;
 - 2. Not more than five medium-sized animals on parcels larger than two acres and less than four acres;
 - 3. Not more than ten (10) medium-sized animals on parcels of between four and six acres in size;
 - 4. Not more than five such medium-sized animals for each acre, for parcels of seven or more acres in size.
- C. Small-sized Animals, Such as Rabbits, Small Commercial Fur Animals, Chickens and Small Fowl Other Than Turkeys, Pea Fowl and Guinea Fowl.
 - 1. Not more than fifteen (15) small-sized animals on parcels of one acre or less;
 - 2. Not more than thirty (30) small-sized animals on parcels of two or less acres in size;
 - 3. For parcels of three or more acres in size, not more than fifty (50) small-sized animals for each three acres or fraction thereof.

6.20.020 Properties zoned other than Agricultural.

- A. Dogs and Cats. No more than two dogs and two cats over four months of age are allowed on properties zoned other than agricultural. Non-domesticated (wild/feral) dogs and cats are prohibited.

- B. Chickens and Rabbits. Chickens and rabbits will be allowed only on residential parcels that meet the minimum lot size hereafter provided and only upon the issuance of an administrative permit. Roosters are prohibited.

C Keeping And Care Of Female Chickens

1. Purpose and Applicability.

a. Purpose. The purpose of this section is to address the raising and keeping of chickens and the areas in which the raising and keeping of chickens are allowed. It is the intent of this section to allow for the keeping of chickens based on the provisions, and subject to the restrictions, contained in this section.

b. Applicability. The raising and keeping of chickens shall only take place in compliance with the requirements of this section on properties zoned for and developed as single family residential.

2. **Definitions.** When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein.

a. “Chicken” or “hen” shall mean and refer to a genetically female chicken.

b. “Coop” shall mean and refer to the sleeping area of an enclosure used solely for housing chickens. Every Coop shall contain a roof, four sides, a floor, a slide-out manure tray to facilitate removal of manure and a door that can be closed to keep Chickens in and predators out, adequate windows and sufficient ventilation to minimize moisture.

c. “Housing” shall mean and refer to the combination of the Coop, Nesting Box and Run. Housing may be affixed to the property on which it is located, or it may be on wheels or skids to be mobile on the property. All Housing shall provide adequate protection from predators and shall comply with applicable provisions of federal, state and local laws, rules, regulations and ordinances.

d. “Nesting Box” shall mean and refer to the nesting space attached to the wall of a Coop and is used for a hen to lay eggs. Nesting Boxes shall provide a minimum of 1.5 square feet per hen with not less than sixteen inches of head room. An exterior access panel to each Nesting Space is advisable to facilitate easy removal of eggs.

e. “Run” shall mean and refer to an enclosed area that allows hens to be outside. The Run must have a roof adequate to provide protection from inclement weather. Part or all of the Run may be under the Coop or Nesting Box provided that the vertical distance under the Coop and Nesting box is not less than sixteen inches.

3. Allowed Land Use.

The keeping and raising of Chickens shall be allowed on properties zoned residential R-1 subject to all of the following requirements and restrictions.

a. Each lot upon which Chickens are kept and raised shall have been developed for and contain a single-family residence.

b. Minimum lot size – 4,356 Square Feet (0.1 acre) provided, however, that Chickens can be kept and raised on a smaller lot so long as the smaller lot has an open area of not less than 20 feet x 30 feet and all other requirements of this Section are satisfied.

c. Maximum number of Chickens: No more than eight (8).

d. Roosters (genetically male Chickens) are prohibited.

e. All Chickens must be contained within adequate, legally compliant Housing that complies with applicable federal, state and local laws, rules, regulations and ordinances and the following:

(i) Housing shall not be located within five (5) feet of any property line or any building or structure on adjacent property but may be attached to any building or structure on the property upon which Chickens are kept and raised.

(ii) Housing shall not be located between the front of the residence and any street the residence faces unless it can be located a minimum of thirty (30) feet from the street the residence faces.

(iii) Housing shall not be constructed from pallets, scrap wood or scrap metal.

(iv) Housing height shall not exceed an average of seven feet (7’).

(v) A Run shall provide a minimum of six square feet per hen.

(vi) A Coop shall provide a minimum of 1.5 square feet per hen and include at least twelve inches of roosting rail per hen with not less than sixteen inches of head room.

(vii) All Coops shall contain a manure tray to facilitate easy cleaning.

(viii) A minimum of two Nesting Boxes per Housing unit shall be required.

(ix) When removed from a Housing unit, all manure shall be kept in a closed container until composted or used as fertilizer.

(x) All feed shall be protected from precipitation, rodents and vectors.

(f) Chicken Housing shall not constitute an accessory use or structure for purposes of Chapter 17.96 of this Code.

4. Operating Requirements.

It shall be unlawful for the owner of any property subject to this ordinance, upon which Chickens are kept and raised, and any resident, tenant, level of subtenant or occupant of such property, to fail to meet all of the following requirements:

a. An administrative permit allowing the keeping and raising of Chickens shall be obtained from the City, and all fees paid, before Chickens can be kept and raised on any property subject to this ordinance. A one-time fee of twenty-five dollars (\$25) shall be paid to the City for processing any application for an administrative permit and for issuance of the permit. All applications for a permit to keep and raise chickens on any property shall be signed by the property owner and, if applicable, any tenant, level of subtenant or occupant of the property seeking the permit. Permits shall have no expiration date but shall not be transferrable.

b. Chickens shall only be kept and raised in a proper Housing Unit which at all times shall be properly cleaned and maintained to control odor.

c. Chickens shall not be allowed to fly or roam outside of the boundaries of the property upon which they are kept or onto any of the common thoroughfares, sidewalks, passageways, play areas, parks, streets, allies or public highways, or any area outside of the property where people congregate or walk, or upon any public property.

d. All manure shall be kept in a closed container before it is composted or used as fertilizer. All manure shall be properly disposed of or composted and used for gardening or yard plantings. No manure shall be disposed of in the solid waste stream.

e. Slaughtering or butchering of Chickens on the property upon which the Chickens are kept and raised shall only be for personal consumption. All waste products of slaughtering and butchering shall be properly disposed of or fed to the Chickens.

f. All feed and other items associated with the keeping of Chickens shall be stored and protected in a way that prevents infestation by rats, mice or other rodents or vectors.

6.20.030 Exemptions.

- A. Temporary animal rescue centers are exempt from these limitations.
- B. Animal sales and service type uses, as defined in Chapter 17.12 of the Colfax Municipal Code, are exempt from these limitations.
- C. Service animals are exempt from these limitations.
- D. Small, indoor household pets such as fish, hamsters, guinea pigs, mice, rats, turtles, snakes and birds, are exempt from these limitations.

6.20.040 Penalties for violation.

1. Nuisance Declared.

The failure to timely comply with all requirements of this section is hereby declared to be a public nuisance that may be abated in accordance with the applicable provisions of Colfax Municipal Code Chapter 8.16. Additionally, any violation of this Section shall be subject to injunctive relief, any permit issued pursuant to this Section being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity.

2. Each Violation A Separate Offense.

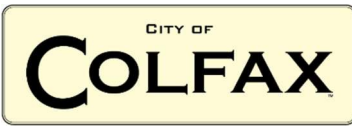
Any violation of the provisions of this chapter shall constitute a separate violation and shall be subject to the penalties set forth in Chapter 1.24 of the Colfax Municipal Code, all administrative citations and fines provided for in Colfax Municipal Code Chapter 1.25, and all other remedies and enforcement measures authorized by the Colfax Municipal Code. Each day a violation is committed or permitted to continue shall constitute a separate offense.

3. Criminal Penalties.

Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or the City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the county jail for a period of not more than twelve (12) months, or by both such fine and imprisonment.

4. Remedies Cumulative And Not Exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.



Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter ended 09/30/2021

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept and File

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;
- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City's US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months financial obligations. The budget for fiscal year 2020-2021 reflects nearly \$4.2M in annual operating expenditures; therefore, our target for liquid short term securities would be \$2.1M.

The attached schedule Analysis of Treasury Investment Pool satisfies the State's reporting requirements. Additionally, we have determined:

- The investments held at September 30, 2021 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of .24% for the quarter ended September 30, 2021.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 01, 2021 through March 31, 2022.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

Attachments:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 09/30/2021)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2021-2022
Report Date: 09/30/2021

Quarter Ended 09/30/2021					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 8,188,495	97%	0.24%
Corporate Checking	US Bank	N/A	\$ 232,046	3%	0.16%
Total Investment Pool			\$ 8,420,541	100%	0.24%



PMIA/LAIF Performance Report as of 10/19/21



PMIA Average Monthly Effective Yields¹

Sep	0.206
Aug	0.221
Jul	0.221

Quarterly Performance Quarter Ended 09/30/21

LAIF Apportionment Rate ⁽²⁾ :	0.24
LAIF Earnings Ratio ⁽²⁾ :	0.00000661958813242
LAIF Fair Value Factor ⁽¹⁾ :	0.999873661
PMIA Daily ⁽¹⁾ :	0.20%
PMIA Quarter to Date ⁽¹⁾ :	0.22%
PMIA Average Life ⁽¹⁾ :	321

Pooled Money Investment Account Monthly Portfolio Composition ¹ 09/30/21 \$179.1 billion

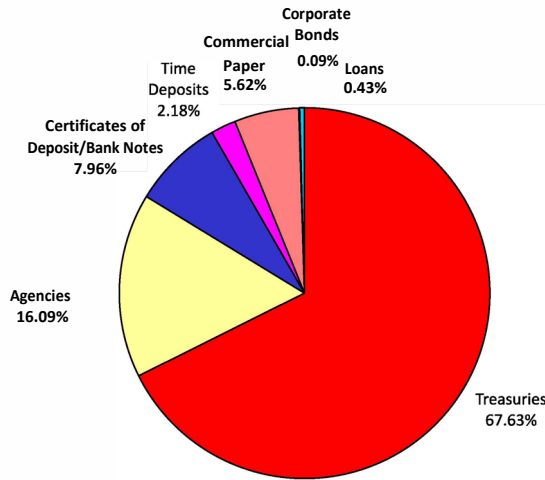


Chart does not include \$8,243,000.00 in mortgages, which equates to 0.004603%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the Ca/PERS Supplemental Pension Payment pursuant to Government Code 20825 (c)/1 and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a/).

Source:

¹ State of California, Office of the Treasurer

² State of California, Office of the Controller



[Home](#) -> [PMIA](#) -> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206			

City of Colfax City Council

Resolution NQ 29-2014

AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR FINANCIAL MANAGEMENT, INVESTMENT AND WHISTLEBLOWERS

Whereas, the Colfax City Council has determined that the administrative policies for financial management, investment and whistleblowers are important to the smooth and consistent financial operations of the City; and,

Whereas, these policies have not been updated for several years; and

Whereas, the annual independent audit recommended such policies be updated and in place; and,

Whereas, the Council has reviewed the attached policies,


Now Therefore, Be It Resolved by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

Passed and Adopted this 8th day of October by the following vote:

Ayes: Douglass, Hesch, McKinney, Parnham
Noes: None
Absent: Barkle


Tonsch, Mayor

ATTEST:


Lorraine Cassidy, City Clerk

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Investment Policy
Effective Date: October 8, 2014
Resolution: Resolution No. 29-2014

SCOPE AND AUTHORITY

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

INVESTMENT OBJECTIVES

Safety - It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

Liquidity - An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

Yield - Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

Public Trust - All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Diversification - The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

Prudence - The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

INVESTMENT STRATEGY

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

ALLOWABLE INVESTMENT INSTRUMENTS

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

REPORTING REOUIRMENTS

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. Such report shall include at least the following information:

- Types of investments;
- Name of the institution in which funds are invested or deposited;
- Date of maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;

- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months' financial obligations.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

INTERNAL CONTROLS AND GENERAL GUIDELINES

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or impmdent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

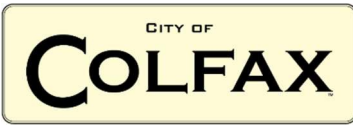
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – October 2021

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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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 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 October 2021. Some monthly highlights are listed below:

- October revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of August 2021 (two month lag).
- October expenditures included:
 - Quarterly payment for Animal Control contract with Placer County
 - Annual Payment for State Water Board loan
- Negative cash fund balances at the end of October are due to timing of funding allocations and reimbursements:
 - Fund 203 – Cares Act Funding CDBG. This is a reimbursable grant – funding is for City Subsistence Assistance program. Project expenses to date are related to administration of program and grant disbursements for two applicants. The City has elected to close this program due to lack of participation. Final disbursements for the two qualified applicants are expected to be processed by November. Grant closeout and request for reimbursement of expenses will be completed at that time.
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding is expected to be requested in December.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.

- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First requests for reimbursement were submitted in April 2021 and one is still pending payment. Second round of Reimbursement requests are scheduled to be submitted November.
- Fund 374 – Roundabout Monument – this project will be funded with Road Mitigation fees at project completion.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – pending final grant award.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is anticipated to be funded by insurance.
- 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 – allocation of funds will be made at design project completion. Future repair work estimated at \$336K and will be funded at completion by Sewer Connection fees or ARPA funding.
- Anticipated revenues/expenditures for November include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of August 2021 (two-month lag).
 - Expenditures
 - Quarterly payment for Fire Services contract

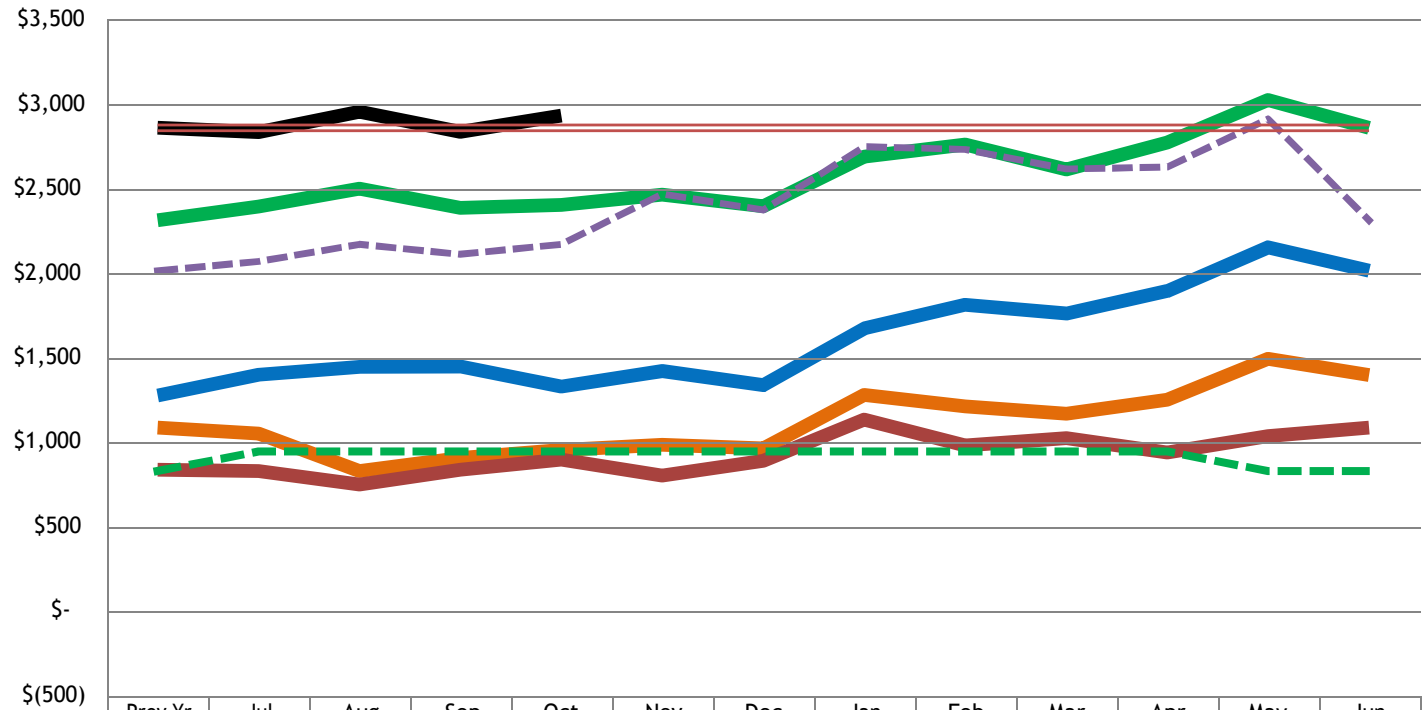
Attachments:

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 - October 2022 General Fund Reserved Cash Analysis

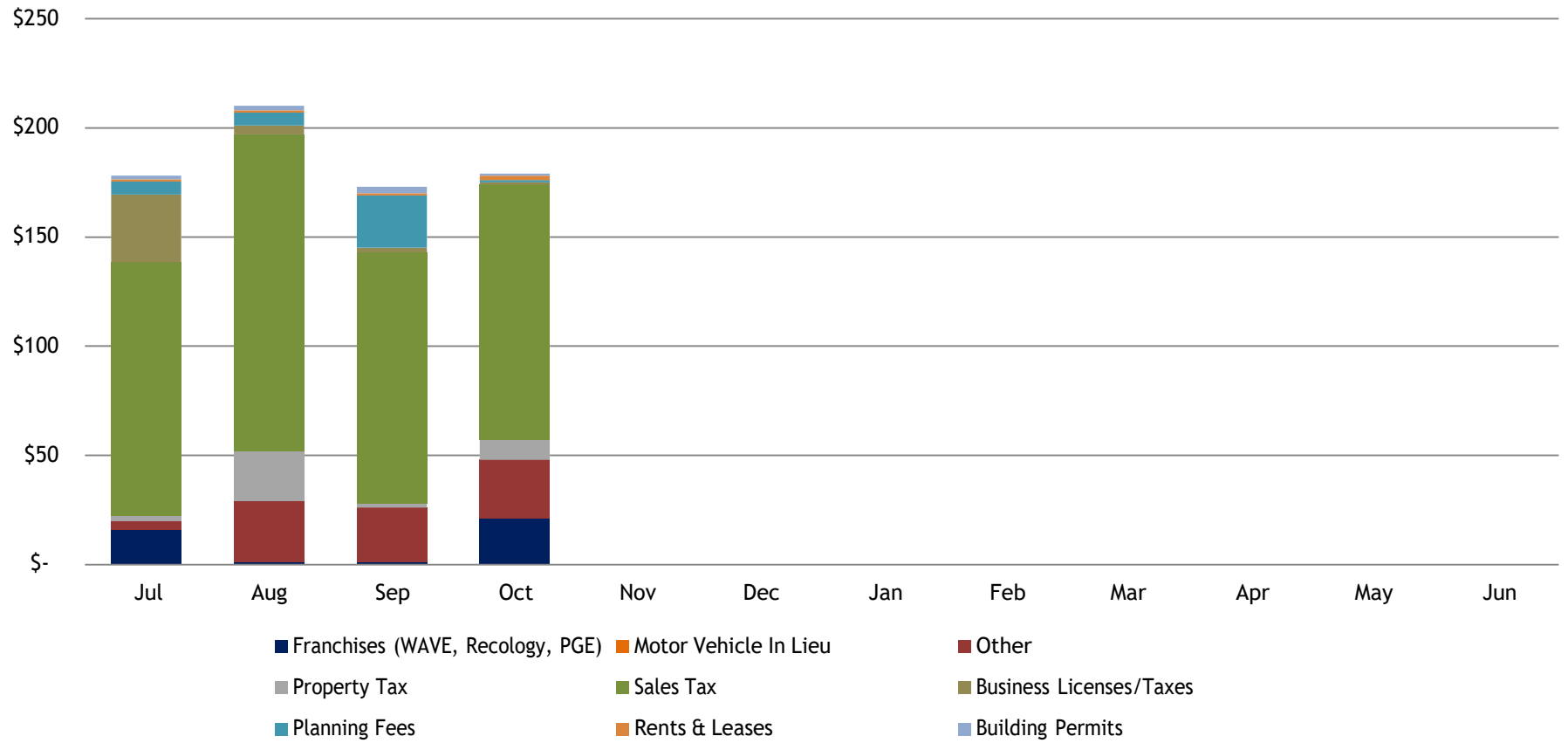
(Dollars in Thousands)

Fiscal Year 2021-22 >>

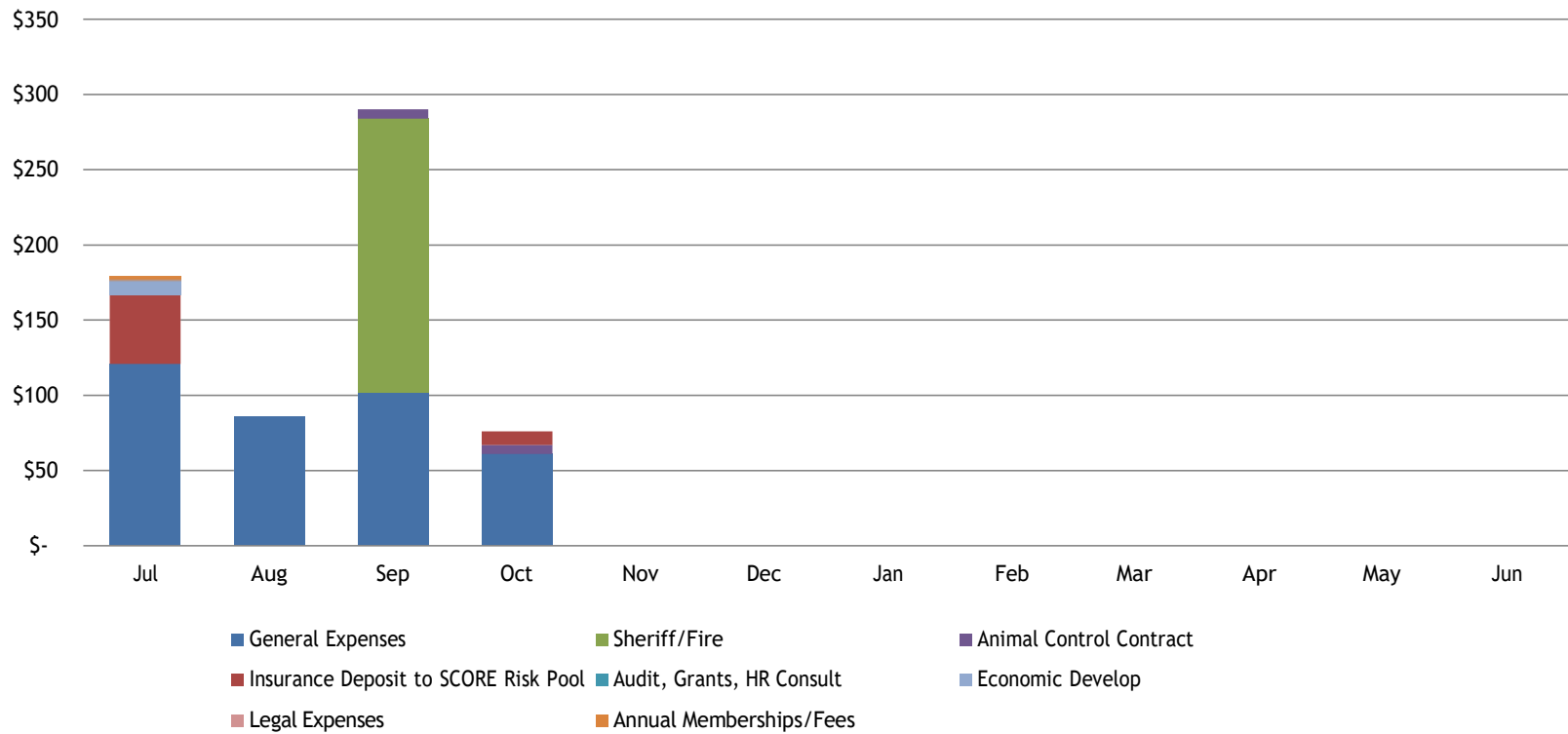


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,930								
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
- - - Cash Balance FY2019-20	\$2,013	\$2,069	\$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)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$830	\$830
— Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857

City of Colfax - October 2021 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax - October 2021 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



**City of Colfax
Cash Summary
October 31, 2021**

	Balance 09/30/21	Revenues In	Expenses Out	Transfers	Balance 10/31/2021
US Bank	\$ 83,751.41	\$ 500,924.55	\$ (646,751.79)	\$ 175,000.00	\$ 112,924.17
LAIF	\$ 8,188,494.58	\$ 4,873.88		\$ (175,000.00)	\$ 8,018,368.46
Total Cash - General Ledger	<u>\$ 8,272,245.99</u>	<u>\$ 505,798.43</u>	<u>\$ (646,751.79)</u>	<u>\$ -</u>	<u>\$ 8,131,292.63</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,272,545.99</u>	<u>\$ 505,798.43</u>	<u>\$ (646,751.79)</u>	<u>\$ -</u>	<u>\$ 8,131,592.63</u>

Change in Cash Account Balance - Total \$ (140,953.36)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (568,506.12)
3. Cash Receipts - Daily Cash Summary Report	\$ 338,741.03
Payroll Checks and Tax Deposits	\$ (66,525.75)
Utility Billings - Receipts	\$ 145,233.10
LAIF Interest	\$ 4,873.88
Void Check/Reissued	\$ 5,230.50
	\$ -
	<u>\$ (140,953.36)</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 - October 2021

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,716,725.51	\$ 185,447.01	\$ (75,470.29)	\$ 2,826,702.23
Fund: 120 - Land Development Fees	\$ 114,767.52	\$ 1,100.00	\$ (577.50)	\$ 115,290.02
Fund: 200 - Cannabis Application	\$ 1,392.99	\$ -	\$ -	\$ 1,392.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,832,886.02	\$ 186,547.01	\$ (76,047.79)	\$ 2,943,385.24
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 772,545.42	\$ 29,770.55	\$ (10,234.43)	\$ 792,081.54
Fund Type: 1.14 - General Fund - Restricted	\$ 800,299.68	\$ 29,770.55	\$ (10,234.43)	\$ 819,835.80
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 202 - ARPA American Rescue Plan Act	\$ 239,460.00	\$ 141.43	\$ -	\$ 239,601.43
Fund: 203 - CARES Act Funding - CDBG	\$ (9,554.90)	\$ 3,125.00	\$ (7,875.65)	\$ (14,305.55)
Fund: 210 - Mitigation Fees - Roads	\$ 254,267.67	\$ 150.17	\$ -	\$ 254,417.84
Fund: 211 - Mitigation Fees - Drainage	\$ 5,387.73	\$ 3.19	\$ -	\$ 5,390.92
Fund: 212 - Mitigation Fees - Trails	\$ 74,289.42	\$ 43.88	\$ -	\$ 74,333.30
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 188,845.17	\$ 111.54	\$ -	\$ 188,956.71
Fund: 214 - Mitigation Fees - City Bldgs	\$ 74,146.54	\$ 43.80	\$ -	\$ 74,190.34
Fund: 215 - Mitigation Fees - Vehicles	\$ 16,031.29	\$ 9.47	\$ -	\$ 16,040.76
Fund: 217 - Mitigation Fees - DT Parking	\$ 51,469.41	\$ 30.40	\$ -	\$ 51,499.81
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 68,866.34	\$ -	\$ 43,866.34
Fund: 244 - CDBG Program Inc - ME Lending	\$ 2,000.00	\$ 1.19	\$ -	\$ 2,001.19
Fund: 250 - Streets - Roads/Transportation	\$ (35,779.44)	\$ -	\$ (12,280.36)	\$ (48,059.80)
Fund: 253 - Gas Taxes	\$ 14,428.50	\$ -	\$ (1,256.23)	\$ 13,172.27
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 129,650.78	\$ 4,154.81	\$ -	\$ 133,805.59
Fund: 270 - Beverage Container Recycling	\$ 19,078.51	\$ 11.27	\$ -	\$ 19,089.78
Fund: 280 - Oil Recycling	\$ 3,761.83	\$ 2.23	\$ -	\$ 3,764.06
Fund: 292 - Fire Department Capital Funds	\$ 93,157.61	\$ 55.02	\$ -	\$ 93,212.63
Fund: 342 - Fire Construction - Mitigation	\$ 75,543.21	\$ 44.62	\$ -	\$ 75,587.83
Fund: 343 - Recreation Construction	\$ 75,543.68	\$ 44.62	\$ -	\$ 75,588.30
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 1,246,727.01	\$ 76,838.98	\$ (21,412.24)	\$ 1,302,153.75
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - FY2021 ADA Project	\$ -	\$ -	\$ -	\$ -
Fund: 367 - SB2 - Planning Grant	\$ (77,119.90)	\$ -	\$ -	\$ (77,119.90)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund: 374 - Roundabout Monument	\$ (23.33)	\$ -	\$ (858.69)	\$ (882.02)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (169,764.57)	\$ -	\$ (858.69)	\$ (170,623.26)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,302,849.33	\$ 156,788.44	\$ (78,731.83)	\$ 1,380,905.94
Fund: 561 - Sewer Liftstations	\$ 738,149.91	\$ 15,400.12	\$ (15,073.01)	\$ 738,477.02
Fund: 563 - Wastewater Treatment Plant	\$ 949,908.31	\$ 40,127.96	\$ (438,973.80)	\$ 551,062.47
Fund: 564 - Sewer Connections	\$ 351,118.45	\$ -	\$ -	\$ 351,118.45
Fund: 574 - OES PSPS Grant	\$ 286,873.77	\$ 171.53	\$ (4,370.00)	\$ 282,675.30
Fund: 575 - WWTP Construction Grant	\$ (11,279.50)	\$ -	\$ (1,050.00)	\$ (12,329.50)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (13,701.11)	\$ -	\$ -	\$ (13,701.11)
Fund: 585 - LS #5 Force Main Repairs	\$ (42,359.75)	\$ -	\$ -	\$ (42,359.75)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,561,559.41	\$ 212,488.05	\$ (538,198.64)	\$ 3,235,848.82
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 538.44	\$ 153.84	\$ -	\$ 692.28
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 538.44	\$ 153.84	\$ -	\$ 692.28
Grand Totals:	\$ 8,272,245.99	\$ 505,798.43	\$ (646,751.79)	\$ 8,131,292.63

Check Register Report

Item 6B

Check Register - October 2021

Date: 11/01/2021

Time: 3:31 pm

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57437	10/06/21	Printed			03141	CALPERS	HEALTH PREMIUMS OCT 2021	5,476.85
57438	10/06/21	Printed			01122	A & A STEPPING STONE MFG., INC	MONUMENT SIGN SUPPLIES	828.70
57439	10/06/21	Printed			1449	AMERIGAS	SUBSISTENCE PYMT	74.20
57440	10/06/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 9/26/21	285.60
57441	10/06/21	Printed			02901	BUREAU VERITAS NORTH AMERICA	ARCO PLAN REVISIONS	517.50
57442	10/06/21	Printed			03121	CALIFORNIA BUILDING	GREEN FEES Q3 2021	20.70
57443	10/06/21	Printed			03511	COLFAX GARDEN CLUB	PLANT SALE EVENT DEP REFUND	100.00
57444	10/06/21	Printed			07591	COLFAX GREEN MACHINE	TAILGATE EVENT DEPOSIT REFUND	100.00
57445	10/06/21	Printed			3555	COLFAX RAILROAD DAYS	RAILROAD DAYS EVENT DEP REFUND	100.00
57446	10/06/21	Printed			3550	COLFAXNET	SUBSISTENCE PYMT	293.25
57447	10/06/21	Printed			04532	DIVISION OF STATE ARCHITECT	SB1186 FEES Q3 2021	58.80
57448	10/06/21	Printed			05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,231.95
57449	10/06/21	Printed			07465	GOLD MINER PEST CONTROL	CORP YARD PEST CONTROL	100.00
57450	10/06/21	Printed			08050	HACH COMPANY	WWTP LAB SUPPLIES	270.27
57451	10/06/21	Printed			08070	HANSEN BROS. ENTERPRISES	PINE ST PATCH	47.89
57452	10/06/21	Printed			08086	HBE RENTALS	WWTP TOOL RENTAL	30.00
57453	10/06/21	Printed			08170	HILLS FLAT LUMBER CO	STMT 9/25/21	429.66
57454	10/06/21	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS AUG	232.00
57455	10/06/21	Printed			16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS SEPT 2021	6,999.03
57456	10/06/21	Printed			16038	PG&E	SUBSISTENCE PROGRAM	940.71
57457	10/06/21	Printed			16170	PLACER COUNTY FLOOD CONTROL	ANNUAL CONTRIBUTION	2,280.00
57458	10/06/21	Printed			12612	PLACER COUNTY WATER	SUBSISTENCE PYMT PROGRAM	317.49
57459	10/06/21	Printed			19391	SIERRA MEDICAL PARTNERSHIP	COVID TESTING	125.00
57460	10/06/21	Printed			19650	STATE BOARD OF EQUALIZATION	Q3 2021 SELF ASSESSED USE TAX	1,416.00
57461	10/06/21	Printed			19696	SWRCB	FINANCE AGREEMENT 118529-19-6	438,973.80
57462	10/06/21	Printed			22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS SEPT 2021	6,821.25
57463	10/06/21	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
57464	10/06/21	Printed			23218	WENDEL ROSEN	LEGAL MATTER	340.00
57465	10/18/21	Printed			1161	49ER WATER SERVICES	JULY WWTP TESTING	5,063.00
57466	10/18/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV1 GRANT ADMIN	3,125.00
57467	10/18/21	Printed			01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	12.86
57468	10/18/21	Printed			01650	AQUA SIERRA CONTROLS INC.	WWTP SCADA RPR	2,204.00
57469	10/18/21	Printed			01766	AT&T MOBILITY	CITY CELL PHONES	725.42
57470	10/18/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 10/3/21	618.80
57471	10/18/21	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JUNE 2021	3,952.50
57472	10/18/21	Printed			03401	CHOICE BUILDER	PREMIUMS NOV 2021	400.00
57473	10/18/21	Printed			3425	CINTAS	UNIFORM SVCS SEPT 2021	452.86
57474	10/18/21	Printed			03493	COASTLAND CIVIL ENGINEERING	ENG SVCS SEPT 2021	577.50
57475	10/18/21	Printed			07465	GOLD MINER PEST CONTROL	FIRE DEPT PEST CONTROL	74.00
57476	10/18/21	Printed			07465	GOLD MINER PEST CONTROL	FIRE DEPT 36 PEST CONTROL	74.00
57477	10/18/21	Printed			07570	GRAINGER	WWTP SUPPLIES	106.72
57478	10/18/21	Printed			07570	GRAINGER	WWTP SUPPLIES	217.95
57479	10/18/21	Printed			08050	HACH COMPANY	WWTP LAB SUPPLIES	226.16
57480	10/18/21	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	1,332.74
57481	10/18/21	Printed			08660	HUNT AND SONS, INC.	FUEL	482.49
57482	10/18/21	Printed			09540	INTERSTATE SALES	FIRE DEPT SIGNAGE	93.31

Check Register Report

Item 6B

Check Register - October 2021

Date: 11/01/2021

Time: 3:31 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57483	10/18/21	Printed			10796	KAESER COMPRESSORS	WWTP SEAL RPR	2,352.45
57484	10/18/21	Printed			13263	MID-SIERRA TOWING	ABANDONED TRAILER TOWING	2,250.00
57485	10/18/21	Printed			16192	PLACER COUNTY	BLDG DEPT PERMIT JACKETS	94.24
						DOCUMENT		
57486	10/18/21	Printed			03580	PLACER COUNTY HHS	Q2 FY 21/22 ANIMAL & FIELD SVC	6,139.00
57487	10/18/21	Printed			16040	PURCHASE POWER	POSTAGE REFILL	503.50
57488	10/18/21	Printed			19037	SAFE SIDE SECURITY	CORP YARD SECURITY OCT 2021	155.00
57489	10/18/21	Printed			19070	SCORE - SMALL CITIES	WC Q2 FY 21/22	18,908.54
						ORGANIZED		
57490	10/18/21	Printed			01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	87.91
57491	10/18/21	Printed			19576	STA-BULL FENCE	WWTP GATE RPR	600.00
57492	10/18/21	Printed			19743	WILL STOCKWIN	OCT 2021 COLFAX CONN EDITING	300.00
57493	10/18/21	Printed			21450	URKE SEPTIC & SEWER	LS #5 PUMP OUT	484.00
57494	10/18/21	Printed			22134	VISION QUEST	NOV 2021 TECH SUPPORT SVCS	1,806.50
57495	10/18/21	Printed			23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
57496	10/18/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	225.59
57497	10/18/21	Printed			23451	WOOD RODGERS	WWTP CONSTRUCTION GRANT	1,050.00
57498	10/18/21	Printed			23451	WOOD RODGERS	GENERATOR REPLACEMENTS	4,370.00
57499	10/26/21	Printed			1410	ALEXANDER, CRISTAL	REFUND OF UNUSED LICENSE	169.40
57500	10/26/21	Printed			02829	BLUE RIBBON PERSONNEL	TEMP LABOR THRU 10/10/21	333.20
						SERVICES		
57501	10/26/21	Printed			03558	COLFAX SMOG & AUTO	PW VEHICLE SMOG	51.75
						REPAIR		
57502	10/26/21	Printed			04592	DACOMM	WWTP INTERNET	99.95
57503	10/26/21	Printed			7798	G&T TRUCK REPAIR	BACKHOE RPR	5,877.59
57504	10/26/21	Printed			08050	HACH COMPANY	WWTP LAB SUPPLIES	57.00
57505	10/26/21	Printed			12180	LAWRENCE & ASSOCIATES	LANDFILL MONITORING MAY 2021	5,230.50
						INC		
57506	10/26/21	Printed			16300	PCWA -PLACER COUNTY	WATER	2,643.64
57507	10/26/21	Printed			16025	PERFORMANCE MARINE & AUTO	ST GRATE WELDING	200.00
57508	10/26/21	Printed			16035	PG&E	ELECTRICITY	19,442.29
57509	10/26/21	Printed			16165	PLACER COUNTY	LANDFILL TESTING Q1 FY 21/22	820.00
						ENVIRONMENTAL		
57510	10/26/21	Printed			19391	SIERRA MEDICAL	NEW HIRE PHYSICAL	70.00
						PARTNERSHIP		
57511	10/26/21	Printed			20553	TROJAN TECHNOLOGIES	WWTP SUPPLIES	1,639.59
						GROUP		
57512	10/26/21	Printed			21500	USA BLUE BOOK, INC	WWTP SUPPLIES	282.59
57513	10/26/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90

Total Checks: 77 **Checks Total (excluding void checks): 568,506.12**

Total Payments: 77 **Bank Total (excluding void checks): 568,506.12**

Total Payments: 77 **Grand Total (excluding void checks): 568,506.12**

DAILY CASH SUMMARY REPORT

Item 6B

Cash Receipts - October 2021
10/01/2021 - 10/31/2021

11/5/2021
12:56 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
10/01/2021	Daily Totals	319.45	0.00	319.45
10/05/2021	Daily Totals	299.65	0.00	299.65
10/07/2021	Daily Totals	1,729.42	0.00	1,729.42
10/12/2021	Daily Totals	5,072.77	0.00	5,072.77
10/15/2021	Daily Totals	0.00	322.36	-322.36
10/21/2021	Daily Totals	9,844.15	0.00	9,844.15
10/22/2021	Daily Totals	26,637.65	0.00	26,637.65
10/25/2021	Daily Totals	117,382.41	0.00	117,382.41
10/26/2021	Daily Totals	57.30	0.00	57.30
10/27/2021	Daily Totals	13,255.75	0.00	13,255.75
10/28/2021	Daily Totals	675.65	0.00	675.65
Fund: 100 - General Fund		TOTALS:	175,274.20	322.36
Fund: 120 - Land Development Fees				
10/22/2021	Daily Totals	1,100.00	0.00	1,100.00
Fund: 120 - Land Development Fees		TOTALS:	1,100.00	0.00
Fund: 218 - Support Law Enforcement				
10/21/2021	Daily Totals	68,866.34	0.00	68,866.34
Fund: 218 - Support Law Enforcement		TOTALS:	68,866.34	0.00
Fund: 258 - Road Maintenance - SB1/RSTBG				
10/22/2021	Daily Totals	4,080.35	0.00	4,080.35
Fund: 258 - Road Maintenance - SB1/RSTBG		TOTALS:	4,080.35	0.00
Fund: 560 - Sewer				
10/05/2021	Daily Totals	63,324.45	0.00	63,324.45
10/15/2021	Daily Totals	250.00	0.00	250.00
Fund: 560 - Sewer		TOTALS:	63,574.45	0.00
Fund: 561 - Sewer Liftstations				

DAILY CASH SUMMARY REPORT

Item 6B

Cash Receipts - October 2021
10/01/2021 - 10/31/2021

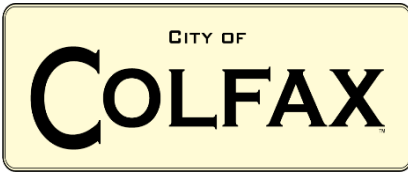
11/5/2021
12:56 pm

City of Colfax

		Debit	Credit	Net Chng
10/01/2021	Daily Totals	407.00	0.00	407.00
10/12/2021	Daily Totals	407.00	0.00	407.00
10/15/2021	Daily Totals	407.00	0.00	407.00
10/26/2021	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations		TOTALS:	1,628.00	0.00
				1,628.00
Fund: 572 - Landfill Post Closure Mainten				
10/22/2021	Daily Totals	24,540.05	0.00	24,540.05
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	24,540.05	0.00
				24,540.05
GRAND TOTALS:		339,063.39	322.36	338,741.03

City Council Minutes

Regular Meeting of Wednesday, October 27, 2021
 City Hall Council Chambers
 33 S. Main Street, Colfax CA



1 CLOSED SESSION (No Closed Session)

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Lomen called the open session to order at 6:03 PM

2B. Pledge of Allegiance

Placer County Fire Captain Nolan Hale led the Pledge of Allegiance

2C. Roll Call

Present: Mayor Pro Tem Trinity Burruss, Councilmember Joe Fatula and Mayor Sean Lomen

Excused Absent: Councilmember David Ackerman, and Councilmember Marnie Mendoza

2D. Approval of Agenda Order

By motion, accept the Agenda as presented.

MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Fatula and unanimously approved.

3 AGENCY REPORTS

3A. Placer County Sheriff - Sergeant Kevin Griffiths explained that the Placer County Sheriff's Office worked with Cal OES (Office of Emergency Services) and received updates from the National Weather Service to execute evacuation flyers door to door due to the concern for the dangers of debris flows.

3B. CHP - Public Information Officer, Chris Nave spoke about starting the process to remove burned vehicles from the burn scar areas of the River Fire. He also stated they would be receiving grants for programs that address reckless drivers, distracted drivers, DUIs, vehicle/pedestrian safety and driver education. He explained how his department changed personnel shifts in order to maximize the number of officers on duty.

- 3C. Placer County Fire Department** – Chief Brian Egan spoke about Station 36 moving along smoothly and the hazards from the burn areas. He advised that the burn ban was lifted on 10/25 and that residents could work on their defensible space on Burn Days without a permit earlier this year than in previous years. He also stated residents would be responsible if the fire escapes their control and damages someone else’s property.
- 3D. Colfax Chamber of Commerce** – City Treasurer, Tim Ryan introduced the Chamber of Commerce’s new President, Tracy Brown and new Executive Director, Lauriana Cecchi who said they were looking for donations and volunteers for Winterfest and thanked the Council for support.
- 4D. Green Machine** – President Andrea Harrison said they raised \$8,000 for the Fire Survivors at the 9/11 Event. A community Trunk-or-Treat and Scarecrow Decorating Contest was coming up. The Green Machine was also working on Winterfest and had fifteen vendors signed up so far.

4 PRESENTATION (None)

5 PUBLIC HEARING

5A. Mitigation Impact Fees – Annual Report

1. Presentation by Staff - Laurie Van Groningen, Finance Director for the Annual AB presented the 1600 Mitigation Fee Report for the fiscal year into June 30, 2021
2. Open to Public Hearing (None)
3. Presentation, when applicable, by Applicant (None)
4. Accept Public Testimony (None)
5. When applicable, Applicant rebuttal period (None)
6. Close Public Hearing (No public comment is taken, hearing was closed)
7. Council comments and questions – It was questioned whether another rate study was needed to see if the rates for different types of retail customers were equitable and fair for the character of the community. Staff suggested a peer review at the next budget cycle with an update at the next meeting. Council questioned if the Roundabout Sign Project was grant funded. Staff explained it was funded partially by grant and partially by developer fees that were paid by mitigation fees which had no impact to the General Fund.

Adopt Resolution № 48-2021 Accepting and Approving the Annual AB 1600 Mitigation Fee Report and Making Findings Pursuant to Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code § 66000 Et Seq).

MOTION made by Councilmember Fatula and seconded by Mayor Pro Tem Burruss and approved by the following vote:

AYES: Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza, Ackerman

6 CONSENT CALENDAR

- 6A. Sewer Collection System and Wastewater Treatment Plant Improvements
SWPP – HydroCompliance**
Recommendation: Adopt Resolution № 49-2021 authorizing the City Manger to execute an agreement with HydroCompliance for sewer collection system and Wastewater Treatment Plant improvements construction SWPP services in an amount not to exceed \$25,000.
- 6B. Sewer Collection System and Wastewater Treatment Plant Improvements
Environmental Monitoring – Adrienne Graham**
Recommendation: Adopt Resolution № 50-2021 authorizing the City Manager to execute an agreement with Adrienne Graham for sewer collection system and Wastewater Treatment Plant Improvements construction environmental monitoring in an amount no to exceed \$25,000.
- 6C. Minutes**
Recommendation: By motion, approve the Colfax City Council minutes of 10/13/2021.
- 6D. Cash Summary -September 2021**
Removed from the consent calendar; see item below.
- 6E. 101 Railroad Street Parking Lot Improvements – Simpson & Simpson, Inc.**
Recommendation: Adopt Resolution № 51-2021 authorizing the City Manager to execute a construction agreement with Simpson & Simpson Inc. for 101 Railroad Street Parking Lot improvement in an amount not to exceed \$33,247.
- 6F. Construction Bidding for Lift Station 5 Force Main Improvements**
Removed from the consent calendar; see item below.
- 6G. Council Chambers Audio System Upgrade**
Recommendation: Discuss and consider adopting Resolution № 52-2021 authorizing the City Manager to execute a contract with Sierra Professional Audio & Video Technologies for a new Council Chamber audio system with an amount not to exceed \$14,383.

end of consent calendar

By **MOTION**, approve the consent calendar excluding items 6D and 6F.
MOTION made by Councilmember Fatula and seconded by Councilmember Burruss and approved by the following vote:

AYES: Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza, Ackerman

6D. Cash Summary – September 2021

Accept and File.

An explanation about fraudulent activity in the amount of \$3,125 was requested by Council. Staff explained that a vendor's mail was stolen, and the bank returned all fees and there was a net zero impact in funds. Council also asked for explanation of Funds 280 and Funds 270. Staff explains that both funds are Restricted funds and that Fund 280 is an oil recycling program and Fund 270 is a Beverage Recycling Program. Staff agreed to note a paragraph explanation on the next budget cycle.

By **MOTION**, approve 6D.

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

AYES: Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza, Ackerman

6F. Construction Bidding for Lift Station 5 Force Main Improvements

Adopt Resolution № 53-2021 accepting the design and specifications and authorizing the City Manager to solicit bids for the construction of the Lift Station #5 Force Main Improvements.

Councilmember Fatula requested to add a contingency to the item allowing him to be able to collaborate with staff on any final revisions of the project and then bring to Council.

By **MOTION**, approve 6F.

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

AYES: Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza, Ackerman

7 PUBLIC COMMENT

- 7A. Mary Fatula spoke about the significance and need for Lift Station 5 Force Main Improvements.

8 COUNCIL AND STAFF

- 8A. Committee Reports and Colfax Informational Items
Mayor Lomen stated the Placer Sierra Fire Safe Council meeting is planned for 10/28 at 6:00pm at the Colfax City Council Chambers.
- 8B. City Operations Update – No update

9 COUNCIL BUSINESS

9A. Poultry Ad hoc Committee

During the Oct 13, 2021 meeting, Councilmember Fatula spoke about California SB-1383 organic waste regulations and proposed adopting a poultry ordinance. Staff recommended Council establish an Ad hoc Committee. City Attorney Cabral stated the existing City Ordinance regarding chickens establishes size of parcel as one-third acre, but no other regulations or standards. Councilmember Fatula and Mayor Lomen requested to be on the Ad hoc Committee.

By **MOTION**, approve Poultry Ad hoc Committee

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

AYES: Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza, Ackerman

10 GOOD OF THE ORDER

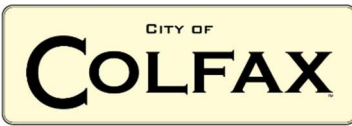
10A. Mayor Pro Tem Burruss discussed the idea of creating a restricted fund to be used when there is a Declaration of Emergency.
No objections were made.

11 ADJOURNMENT

11A. Meeting adjourned at 6:46 pm, without objection and by consensus of the Council.

Respectfully submitted to City Council this 8th day of December 2021.

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Fiscal Year 2021-2022 Local Transportation Funds and State Transit Assistance Funds Claim Documentation

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution ___-2021 authorizing the City Manager to file claims or execute agreements for :

1. Fiscal Year 2021-2022 Local Transportation Funds in the amount of \$184,435 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code), and
2. Fiscal Year 2021-2022 State Transit Assistance Funds of \$17,097 for transit capital (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).
3. State Transit Assistance Funds reallocation of previously claimed funds for contracted transit services to transit capital in the amount of:
 - a. Fiscal Year 2019-2020 - \$3,948
 - b. Fiscal Year 2020-2021 - \$8,317

Summary/Background

Staff has completed the required Claim Documentation for Local (LTF) and State (STA) Transportation Funds for the City allocation for Fiscal Year 2021-2022. The total amount allocated to the City of Colfax and being requested is \$201,532, which is 97% more than last fiscal year. The increase is directly attributable to carryover funds from the Fiscal Year 2020-2021 allocation. For the fiscal year 2020-2021, Placer County Transportation Planning Agency (PCTPA) estimated the COVID-19 Sales Tax impact to be a 20% decrease (over the previous year) and the actual results were reported at a 18.5% increase. The increased revenues in this funding for fiscal year 2021-2022 will offset any required transfers from the City General Funds.

Annual Allocation	Fiscal Year			
	2021-2022	2020-2021	2019-2020	2018-2019
LTF	\$ 184,435	\$ 93,867	\$ 138,622	\$ 118,653
STA	\$ 17,097	\$ 8,317	\$ 14,062	\$ 14,274
TOTAL	\$ 201,532	\$ 102,184	\$ 152,684	\$ 132,927
	97%	-33%	15%	
Adopted Budget				
LTF	\$ 124,200			
STA	\$ 12,600			
Permits	\$ 500			
Gas Tax	\$ 38,944			
General Fund Transfer	\$ 90,643			
TOTAL	\$ 266,887			

Due to COVID-19, credits from the CARES FTA 5311 Act have offset the City of Colfax's share of Placer County Transit services for last fiscal year (2020-2021) and this current fiscal year (2021-2022). In addition to the current year STA funding available for Transit, the City has a carryover balance of \$12,265. Staff recommends reallocating the claim for the carryover funds from Transit Service to Transit Capital and combining with available STA funding to complete a capital improvement project at the Colfax Transit Center. Total funding for the project from STA funding will be \$29,362.

Recommendation

Staff recommends approval of the Resolution and immediate submittal of claim forms for available funding and reallocation.

Attachments

1. PCTPA – Final Findings of Apportionment for FY 2021-2022
2. TDA Compliance Checklist
3. TDA Claim Worksheet
4. Claim for Local Transportation Funds – Streets and Road Purposes – Fiscal Year 2021-2022
5. Claim for State Transit Assistance Funds – Transit Capital
 - a. Fiscal Year 2021-2022
 - b. Fiscal Year 2020-2021 - reallocation
 - c. Fiscal Year 2019-2020 - reallocation
6. TDA Annual Project and Financial Plan
7. Copy of Agreement with Placer County for Transit Services Fiscal Year 2021-2022
8. Resolution XX-2021

FINAL FINDINGS OF APPORTIONMENT FOR FY 2021/2022

LOCAL TRANSPORTATION FUND (LTF)

September 2021

	FY 2020/2021 Estimated Fund Balance Subtotal ⁽¹⁾	FY 2021/2022 Revenue Subtotal	FY 2021/2022 Apportionment Total
PLACER COUNTY LTF REVENUE ESTIMATE	\$7,903,263	\$29,985,467	\$37,888,730
TRPA Revenue Estimate ⁽²⁾	2.83016539%	\$848,638	\$848,638
TRPA LTF Fund Balance	\$254,151		\$254,151
TRPA TOTAL		\$848,638	\$1,102,789
County Auditor Administrative Costs		\$264	\$264
BALANCE AVAILABLE FOR APPORTIONMENT BY TRPA			\$1,102,525
PCTPA Revenue Estimate	97.16983461%	\$29,136,830	\$29,136,830
PCTPA LTF Fund Balance	\$7,649,112		\$7,649,112
PCTPA TOTAL		\$29,136,830	\$36,785,942
County Auditor Administrative Costs		\$8,736	\$8,736
PCTPA Administrative and Planning Costs ⁽³⁾		\$475,000	\$475,000
Pedestrian and Bicycle Allocation ⁽⁴⁾	\$152,982	\$573,061.87	\$726,044
Community Transit Service Article 4.5 Allocation ⁽⁵⁾	\$299,845	\$1,263,601	\$1,563,447
BALANCE AVAILABLE FOR APPORTIONMENT BY PCTPA	\$7,196,285	\$26,816,430	\$34,012,715

Apportionment of FY 2021/2022 PCTPA LTF Revenue Estimate by Jurisdiction					
Jurisdiction	Population January 1, 2021	Percent (%)	FY 2021/22 Allocation Subtotal	FY 2020/21 Carryover Apportionment ⁽⁶⁾	Revenue Apportionment
PLACER COUNTY	103,151	26.21159143%	\$7,029,013	\$1,663,229	\$8,692,242
AUBURN	14,433	3.66755435%	\$983,507	\$233,859	\$1,217,366
COLFAX	2,172	0.55192462%	\$148,006	\$44,113	\$192,120
LINCOLN	49,624	12.60990212%	\$3,381,526	\$1,010,932	\$4,392,457
LOOMIS	6,808	1.72997367%	\$463,917	\$141,195	\$605,112
ROCKLIN	70,469	17.90680300%	\$4,801,965	\$1,127,311	\$5,929,277
ROSEVILLE	146,875	37.32225080%	\$10,008,495	\$2,975,646	\$12,984,141
TOTAL	393,532	100.00%	\$26,816,430	\$7,196,285	\$34,012,715

Apportionment of FY 2021/2022 PCTPA LTF Revenue Estimate Available to Claimant			
Jurisdiction	Revenue Apportionment	Planning Contribution ⁽⁷⁾	Available to Claimant ⁽⁸⁾
PLACER COUNTY	\$8,692,242	(\$347,690)	\$8,344,552
AUBURN	\$1,217,366	(\$48,695)	\$1,168,672
COLFAX	\$192,120	(\$7,685)	\$184,435
LINCOLN	\$4,392,457	(\$175,698)	\$4,216,759
LOOMIS	\$605,112	(\$24,204)	\$580,907
ROCKLIN	\$5,929,277	(\$237,171)	\$5,692,106
ROSEVILLE	\$12,984,141	(\$519,366)	\$12,464,776
TOTAL	\$34,012,715	(\$1,360,509)	\$32,652,206

NOTES:

- 1) FY 2020/2021 LTF balance based on August 10, 2021 Final LTF Fund Estimate provided by the Placer County Auditor.
- 2) Tahoe Regional Planning Agency receives funds proportional to its population within Placer County (see box below).
- 3) Apportioned per Section 7.1 PCTPA Rules & Bylaws for FY 2021/2022 Preliminary Overall Work Program and Budget, May 26, 2021.
- 4) Pedestrian and Bicycle Allocation is 2% of the remaining apportionment, per PCTPA Board direction.
- 5) Community Transit Service Article 4.5 allocation is up to 5% of the remaining apportionment, per PCTPA Board direction.
FY 2021/2022 Article 4.5 allocation is set at 4.5%.
- 6) FY 2020/21 carryover apportionment (see next page) uses May 2020 DOF population estimates.
- 7) PCTPA receives 4% of apportionment for regional planning purposes and implementation of FAST-Act planning requirements.
- 8) Assumes 1% growth in revenue over FY 20/21.

January 1, 2021 DOF Population Estimates ¹		
TRPA Population ²	11,462	2.83016539%
PCTPA Population	393,532	97.16983461%
TOTAL	404,994	100.00000000%

Sources:

1. Table E-1: City/County Population Estimates January 1, 2020 to January 1, 2021, DOF, May 1, 2021.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2021, DOF, May 15, 2021.

Calculation of FY 2020/21 PCTPA LTF Carryover

Using 2020 Population - Western Slope

Amount of FY 2020/2021 Carryover: **\$7,196,285**

POPULATION					
JURISDICTION	January 1, 2020⁽¹⁾	PERCENT	FY 2020/21 UNCLAIMED ALLOCATION⁽²⁾	FY 2020/21 CARRYOVER ALLOCATION⁽³⁾	TOTAL CARRYOVER ALLOCATION
PLACER COUNTY	103,794	26.46%	\$0	\$1,663,229	\$1,663,229
AUBURN	14,594	3.72%	\$0	\$233,859	\$233,859
COLFAX	2,152	0.55%	\$9,629	\$34,484	\$44,113
LINCOLN	49,317	12.57%	\$220,660	\$790,272	\$1,010,932
LOOMIS	6,888	1.76%	\$30,819	\$110,376	\$141,195
ROCKLIN	70,350	17.93%	\$0	\$1,127,311	\$1,127,311
ROSEVILLE	145,163	37.01%	\$649,507	\$2,326,139	\$2,975,646
TOTAL	392,258	100.00%	\$910,615	\$6,285,670	\$7,196,285

Sources:

1. Table E-1: City/County Population Estimates January 1, 2019 to January 1, 2020, DOF, May 1, 2020.
2. FY 2020/2021 unclaimed allocation is the additional amount released with the Amended Apportionment in March 2021 that was not claimed.
3. FY 2020/2021 LTF balance based on August 10, 2021 Final LTF Fund Estimate provided by the Placer County Auditor.

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2021/22 STATE TRANSIT ASSISTANCE (STA) FUND FINAL ALLOCATION ESTIMATE
(EXCLUDING TAHOE BASIN)
September 2021

PUC 99313 Allocation	\$2,697,494
PUC 99314 Allocation	\$388,114
Total STA Allocation ⁽¹⁾	\$3,085,608

4.5 Percent Allocation of PUC 99313 to WPCTSA⁽²⁾ \$121,387

Total PUC 99313 Allocation Available to Jurisdictions \$2,576,107

FY 2021/2022 Jurisdiction PUC Section 99313 STA Fund Allocation

Jurisdiction	January 2021 Population ⁽³⁾	PUC 99313 Population Percentage	PUC 99313 Population Allocation	PUC 99313 FY 2020/21 Fund Balance ⁽⁴⁾	PUC 99313 Population Allocation
Placer County	103,151	26.21%	\$675,239	\$138,830	\$814,068
Auburn	14,433	3.67%	\$94,480	\$19,520	\$114,000
Colfax	2,172	0.55%	\$14,218	\$2,878	\$17,097
Lincoln	49,624	12.61%	\$324,845	\$65,964	\$390,809
Loomis	6,808	1.73%	\$44,566	\$9,213	\$53,779
Rocklin	70,469	17.91%	\$461,298	\$94,097	\$555,395
Roseville	146,875	37.32%	\$961,461	\$194,163	\$1,155,624
TOTAL	393,532	100.00%	\$2,576,107	\$524,665	\$3,100,772

Notes: (1) 2021/2022 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, July 30, 2021.

(2) 4.5% of unencumbered PUC 99313 Allocation is allocated to WPCTSA, beginning FY 21/22.

(3) Table E-1: City/County Population Estimates January 1, 2020 to January 1, 2021, DOF, May 1, 2021.

(4) FY 2020/2021 STA carryover balance per County Auditor's Office, September 3, 2021. Allocation formula uses FY 2020/21 population estimates.

PUC = Public Utilities Code

FY 2021/2022 Jurisdiction PUC 99314 STA Final Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis ⁽⁵⁾	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	PUC 99314 FY 2020/2021 Adjustment ⁽⁶⁾	PUC 99314 Fare Revenue Allocation	Total Jurisdiction Allocation
Placer County	\$5,410,141	81.9%	\$317,769	\$112,650	\$430,419	\$1,244,487
Auburn	\$21,830	0.3%	\$1,282	\$491	\$1,773	\$115,774
Colfax	\$0	0.0%	\$0	\$0	\$0	\$17,097
Lincoln	\$0	0.0%	\$0	\$0	\$0	\$390,809
Loomis	\$0	0.0%	\$0	\$0	\$0	\$53,779
Rocklin	\$0	0.0%	\$0	\$0	\$0	\$555,395
Roseville	\$1,175,827	17.8%	\$69,063	\$27,173	\$96,236	\$1,251,860
TOTAL	\$6,607,798	100.0%	\$388,114	\$140,314	\$528,428	\$3,629,200

Notes: (5) 2021/2022 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, July 30, 2021.

(6) Adjustments to reconcile difference in FY 2020/21 PUC 99314 4th Quarter payment to adopted estimates, August 18, 2021.

PUC 99313 Fund BalanceAmount of FY 2020/2021 Fund Balance¹: **\$ 524,665**

Jurisdiction	January 2020 Population ⁽²⁾	PUC 99313 Population Percentage	FY 2020/21 Carryover Adjustments ⁽³⁾
PLACER COUNTY	103,794	26.46%	\$ 138,830
AUBURN	14,594	3.72%	\$ 19,520
COLFAX	2,152	0.55%	\$ 2,878
LINCOLN	49,317	12.57%	\$ 65,964
LOOMIS	6,888	1.76%	\$ 9,213
ROCKLIN	70,350	17.93%	\$ 94,097
ROSEVILLE	145,163	37.01%	\$ 194,163
TOTAL	392,258	100.00%	\$ 524,665

Sources:

- 1) Carryover balance per County Auditors Office, September 3, 2021.
- 2) Table E-1: City/County Population Estimates January 1, 2019 to January 1, 2020, DOF, May 1, 2020.
- 3) Adjustment to be applied to FY 2021/2022 State Transit Assistance 99313 Allocation.

PUC 99314 Adjustment - Reconcile FY 2020/2021 Allocation from 99314 Account**FY 2020/2021 Final STA PUC 99314 Fare Revenue Allocation Adjustment**

Transit Operators	FY 2020/21 Adopted ¹	FY 2020/21 Actual ²	FY 2020/21 Actual vs. Adopted	FY 2021/22 Adjustments ⁽³⁾
Placer County	\$146,046	\$ 258,696.00	\$112,650.00	\$112,650.00
Auburn	\$553	\$ 1,044.00	\$491.00	\$491.00
Colfax	\$0		\$0.00	\$0.00
Lincoln	\$0		\$0.00	\$0.00
Loomis	\$0		\$0.00	\$0.00
Rocklin	\$0		\$0.00	\$0.00
Roseville	\$29,052	\$ 56,225.00	\$27,173.00	\$27,173.00
TOTAL	\$175,651	\$315,965.00	\$140,314.00	\$140,314.00

Notes: 1) 2020/2021 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, September 1, 2020.

2) 4th Quarter State Transit Assistance Allocation, State Controller's Office, August 18, 2021.

3) Adjustment to be applied to FY 2021/2022 State Transit Assistance 99314 Allocation.

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY
 FY 2021/2022 STATE OF GOOD REPAIR (SGR) FINAL ALLOCATION ESTIMATE
 (EXCLUDING TAHOE BASIN)
 September 2021**

PUC 99313 Allocation	\$473,609
PUC 99314.8 Allocation	\$68,143
Total SGR Allocation ⁽¹⁾	\$541,752

Percent Allocation of PUC 99313 to WPCTSA (5% max)\$0

Total PUC 99313 Allocation Available to Jurisdictions \$473,609

FY 2021/2022 Jurisdiction PUC Section 99313 SGR Fund Allocation

Jurisdiction	January 2021 Population ⁽²⁾	PUC 99313 Population Percentage	PUC 99313 Population Allocation	PUC 99313 FY 2020/21 Adjustment ⁽³⁾	PUC 99313 Jurisdiction Allocation	Reallocation to Transit Operator ⁽⁴⁾	PUC 99313 Total Allocation
Placer County	103,151	26.21%	\$124,140	(\$3,878)	\$120,263	\$150,529	\$270,792
Auburn	14,433	3.67%	\$17,370	(\$545)	\$16,825	\$0	\$16,825
Colfax	2,172	0.55%	\$2,614	(\$80)	\$2,534	(\$2,534)	\$0
Lincoln	49,624	12.61%	\$59,722	(\$1,842)	\$57,879	(\$57,879)	\$0
Loomis	6,808	1.73%	\$8,193	(\$257)	\$7,936	(\$7,936)	\$0
Rocklin	70,469	17.91%	\$84,808	(\$2,628)	\$82,180	(\$82,180)	\$0
Roseville	146,875	37.32%	\$176,762	(\$5,423)	\$171,338	\$0	\$171,338
TOTAL	393,532	100.00%	\$473,609	(\$14,654)	\$458,955	\$0	\$458,955

- Notes: (1) 2021/2022 State of Good Repair Allocation Estimate, California State Controller Division of Accounting and Reporting, July 30, 2021.
 (2) Table E-1: City/County Population Estimates January 1, 2020 to January 1, 2021, DOF, May 1, 2021.
 (3) Adjustments to reconcile difference in FY 2020/21 PUC 99313 4th Quarter payment to adopted estimates, August 18, 2021.
 (4) Placer County Transit will apply the equivalent SGR PUC 99313 shares from the Cities of Colfax, Lincoln, Rocklin, and the Town of Loomis to repair and rehabilitation of the existing fleet, fueling stations and/or modernization of capital infrastructure.

FY 2021/2022 Jurisdiction PUC Section 99314 SGR Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis ⁽⁵⁾	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	PUC 99314 FY 2020/21 Adjustment ⁽⁶⁾	PUC 99314 Total Allocation	Total Jurisdiction Allocation
Placer County	\$5,410,141	81.9%	\$55,792	(\$1,765)	\$54,028	\$324,819
Auburn	\$21,830	0.3%	\$225	(\$7)	\$218	\$17,042
Colfax	\$0	0.0%	\$0	\$0	\$0	\$0
Lincoln	\$0	0.0%	\$0	\$0	\$0	\$0
Loomis	\$0	0.0%	\$0	\$0	\$0	\$0
Rocklin	\$0	0.0%	\$0	\$0	\$0	\$0
Roseville	\$1,175,827	17.8%	\$12,126	(\$383)	\$11,743	\$183,081
TOTAL	\$6,607,798	100.0%	\$68,143	(\$2,155)	\$65,988	\$524,943

- Notes: (5) 2021/2022 State of Good Repair Allocation Estimate, California State Controller Division of Accounting and Reporting, July 30, 2021.
 (6) Adjustments to reconcile difference in FY 2020/21 PUC 99314 4th Quarter payment to adopted estimates, August 18, 2021.

FY 2021/2022 SGR Project Summary

Jurisdiction	Project Title	FY 2020/21 Allocation Amount
Placer County	Placer County Transit Bus Replacement	\$174,290
	Repair/Rehabilitation of Existing Fleet and Fueling Station Repairs and/or Modernization	\$150,529
Auburn	Electric Vehicle Transit Bus Replacement	\$17,042
Roseville	Zero Emmissions Bus Purchase, Chargers, and Infrastructure	\$183,081
	FY 2021/22 Total	\$524,943

PUC 99313 Fund BalanceAmount of FY 2020/2021 Fund Balance¹: \$ **(14,654)**

Jurisdiction	January 2020 Population ⁽²⁾	PUC 99313 Population Percentage	FY 2020/21 Carryover Adjustments ⁽³⁾
PLACER COUNTY	103,794	26.46%	\$ (3,878)
AUBURN	14,594	3.72%	\$ (545)
COLFAX	2,152	0.55%	\$ (80)
LINCOLN	49,317	12.57%	\$ (1,842)
LOOMIS	6,888	1.76%	\$ (257)
ROCKLIN	70,350	17.93%	\$ (2,628)
ROSEVILLE	145,163	37.01%	\$ (5,423)
TOTAL	392,258	100.00%	\$ (14,654)

Sources:

- 1) Shortfall based on 4th Quarter State Transit Assistance Allocation, State Controller's Office, August 18, 2021.
- 2) Table E-1: City/County Population Estimates January 1, 2019 to January 1, 2020, DOF, May 1, 2020.
- 3) Adjustment to be applied to FY 2021/2022 State Transit Assistance 99313 Allocation.

PUC 99314 Adjustment - Reconcile FY 2020/2021 Allocation from 99314 Account**FY 2020/2021 Final SGR PUC 99314 Fare Revenue Allocation Adjustment**

Transit Operators	FY 2020/21 Adopted ¹	FY 2020/21 Actual ²	FY 2020/21 Actual vs. Adopted	FY 2021/22 Adjustments ⁽³⁾
Placer County	\$55,944	\$ 54,179.47	(\$1,764.53)	(\$1,764.53)
Auburn	\$226	\$ 218.61	(\$7.39)	(\$7.39)
Colfax	\$0		\$0.00	\$0.00
Lincoln	\$0		\$0.00	\$0.00
Loomis	\$0		\$0.00	\$0.00
Rocklin	\$0		\$0.00	\$0.00
Roseville	\$12,158	\$ 11,775.23	(\$382.77)	(\$382.77)
TOTAL	\$68,328	\$66,173.31	(\$2,154.69)	(\$2,154.69)

Notes: 1) 2020/2021 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, September 1, 2020.

2) 4th Quarter State Transit Assistance Allocation, State Controller's Office, August 18, 2021.

3) Adjustment to be applied to FY 2021/2022 State Transit Assistance 99314 Allocation.

City of Colfax

ANNUAL VERIFICATION OF TDA COMPLIANCE TO ACCOMPANY LTF AND STA CLAIMS FOR TRANSIT / STREETS AND ROADS PURPOSES

PART I – ALL CLAIMANTS

1. Date annual TDA fiscal and compliance audit was approved by PCTPA Board:
5/26/2021
2. Is the claimant's retirement system fully funded?
 YES
 NO
3. Is the claimant using the maximum Federal funds available for transit and/or streets/roads purposes?
 YES
 NO

PART II – TRANSIT CLAIMANTS (Not applicable to City of Colfax)

4. Date Transit Operator's Financial Transaction Report was submitted to State Controller's Office: [Click or tap to enter a date.](#) Attach copy of dated, signed cover sheet from report.
5. Are public transit vehicles routinely staffed with one driver?
 YES
 NO (Explain) [Click or tap here to enter text.](#)
6. Has the proposed transit operating budget changed by more than 15% compared to the previous year?
 Yes (Explain) [Click or tap here to enter text.](#)
 NO
7. Did the transit operator meet its minimum farebox recovery requirement during the previous fiscal year? (requirement: 15% - Roseville; 12.94% - Placer County; 10% - Auburn)¹
 YES
 NO (see below)

If the farebox recovery requirement was **not met**, then claimant must complete the following worksheet for the most recent fiscal year.

¹Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with farebox recovery ratio requirement during FY 2019-20 and 2020-21. The claimant should still identify whether the requirement was met. AB-149 of 2021 extends the non-compliance relief through FY 2022/23.

Transit Operating Expenses:	enter text.	+	
Capital Purchases/Reserves:	enter text.	=	LTF spent in most
Subtotal:	enter text.	-	recent fiscal year
Federal Revenues:	enter text.	=	cannot exceed
STA Revenues:	enter text.	-	result below.
Total:	enter text.	* 0.5=	enter text.

8. Is there a prohibition on the employment of part-time drivers or on contracting with common carriers?

- YES
- NO (Explain) [Click or tap here to enter text.](#)

9. Are STA funds being used for transit operating purposes?

- YES (see below)
- NO

If STA funds are being used for transit operating purposes, indicate which efficiency standard was met. In calculating the operating cost, operators may exclude costs that exceed prior year costs, as adjusted by the CPI. *Notes: (1) Use the STA Qualifying Criteria worksheet contained in the TDA Claim workbook to determine eligible exclusions. (2) These items may also be excluded when computing the farebox recovery ratio. (3) You may refer to operating cost figures from TDA fiscal audits for the applicable fiscal year.*

Efficiency Standard #1: Yes No²

Efficiency Standard #2: Yes No²

If neither efficiency standard was met, list the percentage of STA Funding limited to:
 Capital Expenditures: Enter %% Operating Expenditures: Enter %.%

10. Describe or attach current fare structure:

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

11. Attach copy of latest CHP terminal inspection report.

12. Each transit claimant must report on efforts to implement recommendations included in the FY 2015/16 through FY 2017/18 triennial performance audit, which was completed in 2019 (attach additional pages as necessary).

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

²Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with required STA efficiency standards during FY 2019-20 and 2020-21. The claimant should still identify whether the standards was met. AB-149 of 2021 extends the non-compliance relief through FY 2022/23.

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY
TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET**

FISCAL YEAR: 2021/22

CITY/COUNTY OF: City of Colfax

Part 1 of 4

**ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL
YEAR 2020/21**

I. FY 2020/21 AVAILABLE RESOURCES

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2020. From TDA Financial Audit Report)	\$ 3,948.00
B. Interest Earnings through June 30, 2020.	\$ -
C. Federal Grants & Reimbursements received in 2020/21:	
1. FTA Planning Assistance	\$ -
2. FTA Operating Assistance	\$ -
3. FTA Capital Assistance	\$ -
4. Other (list) _____	\$ -
D. State Grants (Source/Amount):	\$ -
E. Local Cash Grants:	
1. LTF-Operations (PUC 99260a; Article 4)	\$ -
2. LTF-Capital (PUC 99260a; Article 4)	\$ -
3. LTF-Community Transit Services(PUC 99275; Article 4.5)	\$ -
4. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ -
5. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
6. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	\$ -
7. STAF-Operations (CCR 6730a)	\$ -
8. STAF-Capital (CCR 6730b)	\$ -
9. STAF-Community Transit Services (CCR 6730d; <CTSA>)	\$ 8,317.00
10. STAF-Contracted Service (CCR 6731b)	\$ -
11. SGR-Capital (CCR 6730b)	\$ -
12. Other (list) _____	\$ -
F. Operating Revenues:	
1. Passenger Fares	\$ -
2. Charters	\$ -
3. Other (list) _____	\$ -
G. Other Revenues	\$ -
H. TOTAL FY 2020/21 AVAILABLE RESOURCES (A+B+C+D+E+F+G)	\$ 12,265.00

II. FY 2020/21 PROJECTED EXPENSES & USES

I. Personnel	
1. Administrative Salaries and Wages	\$ -
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ -
J. Services and Supplies	
1. Professional Services	\$ -
2. Maintenance Services	\$ -
3. Other Services	\$ -
4. Vehicle Materials & Supplies	\$ -
5. Utilities	\$ -
6. Insurance	\$ -
7. Purchased Transit Services	\$ -
8. Miscellaneous	\$ -
9. Interest	\$ -
10. Leases & Rentals	\$ -
K. Capital Assets (Itemize)	
1.	\$ -
2.	\$ -
3.	\$ -
4.	\$ -
5.	\$ -
L. Other Uses:	
Capital Outlay Reserve Contribution (CCR 6648)	\$ -
M. TOTAL FY 2020/21 EXPENSES & USES (I+J+K+L)	
\$ -	
N. Estimated Deferred Revenue as of June 30, 2021 (H-M)	
\$ 12,265.00	

Part 2 of 4

**BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR
2021/22**
I. FY 2021/22 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2021-- From Part 1, line N)	\$	12,265.00
B. Interest earnings through June 30, 2021	\$	-
C. Federal Grants & Reimbursements		
1. FTA Planning Assistance	\$	-
2. FTA Operating Assistance	\$	-
3. FTA Capital Assistance	\$	-
4. Other (list) _____	\$	-
D. State Grants (Source/Amount):		
1.	\$	-
2.	\$	-
E. Local Non-TDA Cash Grants:		
1.	\$	-
2.	\$	-
3.	\$	-
F. Operating Revenues:		
1. Passenger Fares	\$	-
2. Charters	\$	-
3. Other (list) _____	\$	-
G. Other Revenues		
1.	\$	-
H. TOTAL FY 2021/22 CARRYOVER & NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)	\$	12,265.00

I. TOTAL FY 2021/22 CARRYOVER & NON-TDA BUDGETED RESOURCES (From Line H)		\$ 12,265.00
II. FY 2021/22 PROJECTED EXPENSES & USES		
J. Personnel:		
1. Administrative Salaries and Wages	\$	-
2. Operating Salaries and Wages	\$	-
3. Other Salaries and Wages	\$	-
4. Fringe Benefits	\$	-
K. Services and Supplies:		
1. Professional Services	\$	-
2. Maintenance Services	\$	-
3. Other Services	\$	-
4. Vehicle Materials & Supplies	\$	-
5. Utilities	\$	-
6. Insurance	\$	-
7. Purchased Transit Services	\$	-
8. Miscellaneous	\$	-
9. Interest	\$	-
10. Leases & Rentals	\$	-
L. Capital Assets (Itemize):		
Transit Center Improvements	\$	29,362.00
2.	\$	-
3.	\$	-
4.	\$	-
5.	\$	-
M. Other Uses:		
1. Capital Outlay Reserve Contribution.(CCR 6648)	\$	-
2.	\$	-
N. TOTAL FY 2021/22 EXPENSES & USES (J+K+L+M)		\$ 29,362.00
O. Unfunded Balance (I - N)		\$ (17,097.00)

O. Unfunded Balance (I - N)	\$ (17,097.00)
III. FY 2021/22 TDA TRANSIT CLAIMS	
P. FY 2021/22 LTF TRANSIT CLAIMS:	
1. LTF-Operations (PUC 99260a; Article 4)	\$ -
2. LTF-Capital (PUC 99260a; Article 4)	\$ -
3. LTF-Community Transit Services (PUC 99275; Article 4.5)	\$ -
4. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ -
5. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
6. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	\$ -
7. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)	\$ -
Q. FY 2021/22 STAF CLAIMS:	
1. STAF-Operations (CCR 6730a)	\$ -
2. STAF-Capital (CCR 6730b)	\$ -
3. STAF-Community Transit Services (CCR 6730d) / CTSA	\$ -
4. STAF-Contracted Service (CCR 6731b)	\$ 17,097.00
5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)	\$ 17,097.00
R. FY 2021/22 SGR CLAIMS:	
1. SGR-Capital (CCR 6730b)	\$ -
2. TOTAL SGR CLAIM (R1)	\$ -
S. TOTAL 2021/22 TRANSIT CLAIMS (P6 + Q5 + R2)	\$ 17,097.00

Part 55 of

ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR 2020/21

I. FY 2020/21 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover from prior fiscal year (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2020. From TDA Fiscal Audits)	\$ -
B. FY 2020/21 TDA Cash Receipts from LTF trust fund for streets and roads purposes (PUC 99400a).	\$ 93,867.00
C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2020.	\$ -
D. Total FY 2020/21 Available TDA Street and Road Resources. (A+B+C)	\$ 93,867.00
II. FY 2020/21 TDA STREET AND ROAD EXPENDITURES	
E. Administration and Engineering	\$ 11,623.23
F. Maintenance	\$ 64,217.05
G. Construction	\$ -
H. Equipment	\$ 18,026.72
I. Other	\$ -
J. TOTAL FY 2020/21 EXPENDITURES (E+F+G+H+I)	\$ 93,867.00
K. Estimated Carryover of TDA Street and Road Revenues at June 30, 2021 (D-J)	\$ -

Part 4 of 4

STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2021/22

I. FY 2021/22 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover as of June 30, 2021 (From Part 3, Line K.)	\$ -
B. 2021/22 TDA Funds Available For Streets And Roads	
1. FY 2021/22 LTF Total Apportionment (From PCTPA)	\$ 184,435.00
2. FY 2021/22 LTF Transit Claim (From Part 2, Line P6)	\$ -
3. Balance of 2021/22 LTF Apportionment (B1-B2)	\$ 184,435.00
4. FY 2021/22 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	\$ 184,435.00
C. FY 2021/22 Estimated Interest Earned on TDA Cash Balances through June 30, 2022.	\$ -
D. Total Estimated FY 2021/22 Available TDA Resources. (A+B4+C)	\$ 184,435.00

II. FY 2021/22 ESTIMATED EXPENDITURES	
H. Administration and Engineering	\$ 22,837.96
I. Maintenance	\$ 126,177.17
J. Construction	\$ -
K. Equipment	\$ 35,419.87
L. Transportation Planning Process (P.U.C. 99402)	\$ -
M. Other	\$ -
N. Total FY 2021/22 Estimated Expenditures (H+I+J+K+L+M)	\$ 184,435.00
O. Estimated Carryover as of June 31, 2022 (D-N)	\$ -

CLAIM FOR LOCAL TRANSPORTATION FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Colfax
ADDRESS: PO Box 702
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen
Phone: 530-346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2021/22, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations:	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99260a, Article 4, Transit Capital:	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99275, Article 4.5, Community Transit Services	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99400a, Article 8a, Local Streets and Roads	\$ <u>184,435</u>
P.U.C. 99402, Article 8a, Transportation Planning Process	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99400c, Article 8c, Contracted Transit Services:	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	\$ <u>Click or tap here to enter \$</u>
C.C.R. 6648, Capital Reserve:	\$ <u>Click or tap here to enter \$</u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant in full.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:
City of Colfax
PO Box 702
Colfax, CA 95713

BY: _____ BY: _____
(signature) (signature)

TITLE: _____ TITLE: City Manager

DATE: _____ DATE: December 9, 2021

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Colfax
ADDRESS: PO Box 702
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen, Finance Director
Phone: (530) 346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$17,097 for Fiscal Year 2021/22, in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer:

Transit Operations (6730a):	<u>\$Click or tap here to enter \$</u>
Transit Capital (6730a):	<u>\$17,097</u>
Contracted Transit Services (6731b):	<u>\$Click or tap here to enter \$</u>
Community Transit Services Provided by WPCTSA (6731.1):	<u>\$Click or tap here to enter \$</u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT
City of Colfax
PO Box 702
Colfax, CA 95713

BY: _____ BY: _____
(signature) (signature)

TITLE: _____ TITLE: City Manager
DATE: _____ DATE: December 9, 2021

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Colfax
ADDRESS: PO Box 702
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen, Finance Director
Phone: (530) 346-2313 Email: laurie.vangroningen@colfax-
ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$0.00 for Fiscal Year 2020/21, in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer:

Transit Operations (6730a):	<u>\$Click or tap here to enter \$</u>
Transit Capital (6730a):	<u>\$ 8,317</u>
Contracted Transit Services (6731b):	<u>\$(8,317)</u>
Community Transit Services Provided by WPCTSA (6731.1):	<u>\$Click or tap here to enter \$</u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT
City of Colfax
PO Box 702
Colfax, CA 95713

BY: _____ BY: _____
(signature) (signature)

TITLE: _____ TITLE: City Manager
DATE: _____ DATE: December 9, 2021

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Colfax
ADDRESS: PO Box 702
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen, Finance Director
Phone: (530) 346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$0.00 for Fiscal Year 2019/20, in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer:

Transit Operations (6730a):	<u>\$Click or tap here to enter \$</u>
Transit Capital (6730a):	<u>\$ 3,948</u>
Contracted Transit Services (6731b):	<u>\$(3,948)</u>
Community Transit Services Provided by WPCTSA (6731.1):	<u>\$Click or tap here to enter \$</u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT
City of Colfax
PO Box 702
Colfax, CA 95713

BY: _____ BY: _____
(signature) (signature)

TITLE: _____ TITLE: City Manager

DATE: _____ DATE: December 9, 2021

TDA ANNUAL PROJECT AND FINANCIAL PLAN

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: City of Colfax

Fiscal Year: FY 2021/22

<u>Brief Project Description</u>	<u>Project Cost</u>	<u>Source of Funding & Amount</u>	
TDA Streets & Roads Roadway maintenance, construction and related equipment	Streets & Roads Operating Expenses per Adopted Budget FY 2021-2022 = \$251,887	LTF Gas Tax Fund Transfer	\$ 184,435 \$ 38,944 \$ 28,508
Capital Improvements at Colfax Transit Center	Anticipated capital expenditures in the amount of \$29,362	STA FY2019-2020 STA FY2020-2021 STA FY2021-2022	\$ 3,948 \$8,317 \$17,097

\$ [total LTF Bike/Ped amount] of Local Transportation Funds for bicycle and pedestrian purposes, as authorized by the California Public Utilities Code Section 99233.3, and by the California Code of Regulations Section 6655.2.

Be it further resolved that this claim is hereby approved by the [name of governing board].



October 5, 2021

Wes Heathcock
City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

RE: TRANSIT SERVICE AGREEMENT WITH THE CITY OF COLFAX, CONTRACT #12368 – 21/22 EXHIBITS

Dear Wes,

As agreed in Contract #12368, which automatically renewed on July 1, 2021, please find updated Exhibits A-E for your review. These exhibits list transit service schedules and cost details for fiscal year 2021/22. This is being sent to satisfy Section II C of our agreement. The total estimated cost for FY 2021/22 is \$0. This year, due to COVID-19, a credit from the CARES FTA 5311 Act will offset Colfax’s portion of costs (\$13,447) in its entirety.

Colfax is also receiving an annual credit from formula FTA 5311 funds in the amount of \$16,010 and State of Good Repair funds through Placer County Transportation Planning Agency in the amount of \$2,534.

If you have any questions or would like to discuss the schedules and cost details further, please call me at (530) 745-7582.

Sincerely,

A handwritten signature in blue ink that reads "Jaime Wright".

Jaime Wright
Transit Manager
Attachments: Exhibits A -E

Exhibit A Intercity Route Service Schedule

Colfax / Alta		
This service is available on weekdays only.		
<i>Reservations required for Alta destinations.</i>		
Eastbound	A.M.	P.M.
Auburn Station	7:00	3:15
Elder's	By Reservation Only	By Reservation Only
Bowman	By Reservation Only	By Reservation Only
Meadow Vista	By Reservation Only	By Reservation Only
Applegate	By Reservation Only	By Reservation Only
Weimar	By Reservation Only	By Reservation Only
Colfax Amtrak	7:20	3:45
Gold Run	By Reservation Only	By Reservation Only
Dutch Flat	By Reservation Only	By Reservation Only
Alta Store	8:00	4:15
This service is available on weekdays only.		
<i>Reservations required for Alta destinations.</i>		
Westbound	A.M.	P.M.
Alta Store	8:00	4:15
Dutch Flat	By Reservation Only	By Reservation Only
Gold Run	By Reservation Only	By Reservation Only
Colfax Amtrak	8:20	4:45
Weimar	By Reservation Only	By Reservation Only
Applegate	By Reservation Only	By Reservation Only
Meadow Vista	By Reservation Only	By Reservation Only
Bowman	By Reservation Only	By Reservation Only
Elder's	By Reservation Only	By Reservation Only
Auburn Station	Drop Off Only	Drop Off Only

For information, call Placer County Transit at (530) 885-BUSS or (916) 784-6177, or send email to pct@placer.ca.gov

Service does not operate on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Exhibit B Regional Fixed Route Service Schedule

Connection with Taylor Road Shuttle made at Sierra College:
Westbound at: 17 minutes past the hour and eastbound at :40 minutes past the hour.

PCT operates Monday - Saturday. No service on Sunday.

Auburn to Light Rail																
															Saturday times appear shaded	
	A.M.							P.M.								
Auburn Station	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	
Sierra College	5:17	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17	6:17	7:17	
Galleria	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30	
Louis Ln & Orlando	5:40	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	6:40	7:40	
Light Rail-Watt/I-80	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	

PCT operates Monday - Saturday. No service on Sunday.

Light Rail to Auburn																
(First bus holds for 6:10 LRT arrival)														Saturday times appear shaded		
	A.M.							P.M.								
Light Rail-Watt/I-80	6:10	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	
Louis Ln & Orlando	6:15	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	6:10	7:10	8:10	
Galleria	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30	8:30	
Sierra College	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	*6:40	7:40	8:40	
Auburn Station	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	

For information, call Placer County Transit at (530) 885-BUSS or (916) 784-6177, or send email to pct@placer.ca.gov

Service does not operate on New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Exhibit C Commuter Bus Service

Operates on Monday through Friday only

Does not operate on New Year's Day, Martin Luther King Jr. Day,
President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day,
Columbus Day, Veterans Day, Thanksgiving and Day After, and Christmas Day

Placer Commuter Express Bus Schedule - Effective May 27, 2008

	Morning Departures - AM				Evening Departures - PM				
	Bus 1	Bus 2	Bus 3	Bus 4	Bus 1	Bus 2	Bus 3	Bus 4	
Colfax Depot - Main St	5:20	5:40	6:23	****	J St. & 4th St.	4:17	4:22	4:32	5:15
Clipper Gap Park 'n' Ride	5:32	5:52	6:35	****	J St. & 8th St.	4:19	4:24	4:34	5:17
Auburn Station - Nevada St	5:43	6:03	****	6:37	J St. & 11 St.	4:21	4:26	4:36	5:19
Penryn Park 'n' Ride	5:55	6:15	6:50	****	15th St. & K St.	4:24	4:29	4:39	5:22
Loomis Station - Taylor/Horseshoe Bar	5:59	6:19	****	6:53	15th St. & N St.	4:25	4:30	4:40	5:23
Rocklin Station - Pacific St/Rocklin Rd	6:06	6:26	****	7:00	P St. & 13th St.	4:27	4:32	4:42	5:25
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	6:15	6:35	7:00	****	P St. & 9th St.	4:30	4:35	4:45	5:28
**** Buses 3 and 4 depart from select bus stops only.					P St. & 5th St.	4:32	4:37	4:47	5:30

	Morning Arrivals - AM				Evening Arrivals - PM				
	Bus 1	Bus 2	Bus 3	Bus 4	Bus 1	Bus 2	Bus 3	Bus 4	
J St. & 4th St.	6:50	7:10	7:40	7:40	Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	5:12	****	5:27	6:10
J St. & 8th St.	6:51	7:11	7:41	7:41	Rocklin Station - Pacific St/Rocklin Rd	****	5:17	5:35	6:18
J St. & 11 St.	6:52	7:12	7:42	7:42	Loomis Station - Taylor/Horseshoe Bar	****	5:24	5:42	6:25
15th St. & K St.	6:55	7:15	7:45	7:45	Penryn Park 'n' Ride	5:24	****	5:49	6:32
15th St. & N St.	6:56	7:16	7:46	7:46	Auburn Station - Nevada St	****	5:40	6:00	6:43
P St. & 13th St.	6:57	7:17	7:47	7:47	Clipper Gap Park 'n' Ride	5:39	****	6:12	6:55
P St. & 9th St.	6:58	7:18	7:48	7:48	Colfax Depot - Main St	5:51	****	6:24	7:07
P St. & 5th St.	7:00	7:20	7:50	7:50	**** Buses 1 and 2 return to select bus stops only.				

Exhibit D**Calculation of Bus Replacement Costs for Placer County Transit**

City of Colfax

Total Bus Cost for 5 year Plan	\$	569,403
Grant Funds (credit)	\$	-
Remaining Cost to County	\$	569,403
Number of buses		9
Cost per bus (after grants)	\$	63,267.00
Lifetime bus miles		200,000
Cost per lifetime bus mile	\$	0.3163
LRT Extension Miles		387
Colfax Service Miles		8,230
Reimbursement for FY 2021/22	\$	-
Total Annual Charge	\$	2,726

Allocation of Service Miles

Local Service	8,230
LRT Extension	<u>360</u>
Total	8,590



City of Colfax

Exhibit E

FY 2021/22 Calculation of Transit Service Charges

Local Intercity Route Service

Total cost per VSH		\$120.87
Estimated Fare per VSH		<u>(\$1.16)</u>
Charge per VSH		\$119.71
Minutes per round trip allocated to Colfax		25
Number of round trips per weekday		2
Number of round trips per Saturday		0
Number of weekdays in service per year		252
Number of Saturdays in service per year		0
Total round trips per year	(2x 252)	504
Total VSH per year	(504 x 25 min)/(60 min)	210

Total (\$119.71 x 210) **\$25,139**

Regional Fixed Route Service

Fuel cost per service mile		\$0.33
Maintenance cost per service Mile		<u>\$0.54</u>
Milage Cost per unit		\$0.87
Total Cost per VSH		\$120.87
Estimated Fare per VSH		<u>(\$5.15)</u>
Charge per VSH		\$115.72
Total Placer County West Slope Population		385,047
Percentage of Population in Colfax	(2,172 / 393,532)	0.55%

Service Added in 2001 for Auburn - Light Rail Route:

Miles per run added for extension to Light Rail		15.17
Number of runs per weekday		15
Number of runs per Saturday		10
Vehicle Service Hours added per weekday		2
Vehicle Service Hours added per Saturday		2
Number of weekdays in service per year		252
Number of Saturdays in service per year		52
Total number of runs on Express Route per year	(15 x 252) + (10 x 52)	4,300
Total miles added on Express Route for Extension to Light Rail	(4,300 x 15.17)	65,231
Total Number of Service Hours added per year	(2 x 252) + (2 x 52)	608
Mileage extension allocated to Colfax	(65,231 x .55%)	360.03
Added service hours allocated to Colfax	(608 x .55%)	3.36

(352.25 x \$.87) \$306.46
 (\$3.29 x \$109.93) \$361.67

Total **\$668**

Commuter Bus Service

MV Transportation, Inc & PCT Costs - FY 21/22		\$719,290
Fare Revenue Credit		<u>(\$335,101)</u>
		\$384,189

Colfax Commuters - 2017 On-Board Survey 0.90%

Total (\$384,189 x .90%) **\$3,458**

Bus Replacement Charge **\$2,726**

TOTAL Transit Charges **\$31,991**

Funding Credits

SB1 SGR		<u>(\$2,534)</u>
FTA 5311		<u>(\$16,010)</u>
CARES FTA 5311		<u>(\$13,447)</u>

Subtotal Operating Charges & Credits **(\$0)**

City of Colfax

City Council

Resolution №__-2021

AUTHORIZING THE CITY MANAGER TO FILE CLAIMS OR EXECUTE AGREEMENTS FOR:

- LOCAL TRANSPORTATION FUNDS IN THE AMOUNT OF \$184,435 FOR STREETS AND ROADS PURPOSES (ARTICLE 8 – SECTION 99400 OF THE CALIFORNIA PUBLIC UTILITIES CODE),
 - STATE TRANSIT ASSISTANCE FUNDS IN THE AMOUNT OF \$17,097 FOR TRANSIT CAPITAL (SECTION 99313 OF THE CALIFORNIA PUBLIC UTILITIES CODE, CHAPTER 4, ARTICLE 6.5)
 - STATE TRANSIT ASSISTANCE FUNDS REALLOCATION OF PREVIOUSLY CLAIMED FUNDS FOR CONTRACTED TRANSIT SERVICES TO TRANSIT CAPITAL (SECTION 99313 OF THE CALIFORNIA PUBLIC UTILITIES CODE, CHAPTER 4, ARTICLE 6.5)
 - FISCAL YEAR 2019-2020 - \$3,948
 - FISCAL YEAR 2020-2021 - \$8,317
-

WHEREAS, Title 21, Chapter 3 of the California Administrative Code establishes procedures for applying for Local Transportation Funds; and,

WHEREAS, the Placer County Transportation Planning Agency is authorized to receive and approve all claims for Local Transportation Funds and State Transit Assistance Funds.

NOW, THEREFORE, IT BE RESOLVED, by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of facts and are incorporated by reference into this resolution.
2. The City Manager is authorized to submit claims to the Placer County Transportation Planning Agency for the City of Colfax’s Article 8 Local Transportation Funds and State Transit Assistance Funds.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th day of December 2021, by the following roll call vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sean Lomen, Mayor

ATTEST:

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE DECEMBER 08, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: City Engineering Consultant Services – GHD Budget Amendment

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$ 407,360	Fund(s): 100-425, 100-120, 560, 561
-------------	------------------	-------------------	---------------------------	--

RECOMMENDED ACTION: Adopt Resolution 00-2021 approving a budget amendment for GHD in the amount of \$407,360 to fund the remaining initial agreement term and the 2-year extension.

Summary/Background

Council approved Resolution 38-2019 authorizing the City Manager to enter into an agreement with GHD for City Engineer services for an initial term for 3-years with an option for a 2-year extension. The amount of demand on the City Engineering services has exceeded the initial anticipated costs, which included providing support services for the extended absence of the Public Works Director position.

The initial contract term was approved for the first 3-years of the agreement with 7-months remaining, therefore, staff is requesting council approve a budget amendment to the GHD agreement in the amount of \$407,360 to fund the remaining initial agreement term and 2-year contract extension. GHD has agreed to maintain the contract service rate of \$190/hr for the remaining term and the 2-year extension of the contract.

The on-call contracted engineering service includes the following functions:

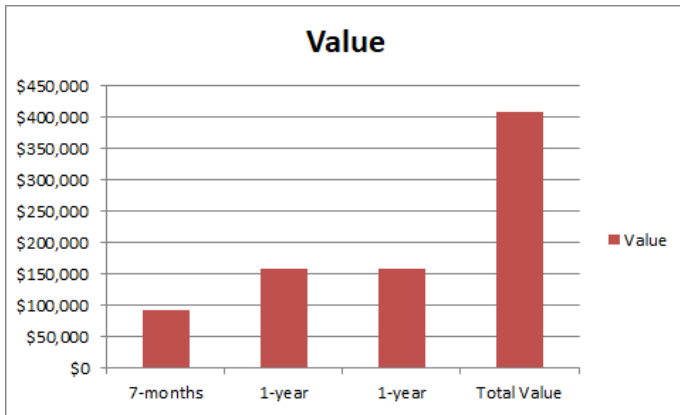
- Capital Improvement Program management and development.
- Technical evaluation of projects and programs.
- Project management responsibility for evaluation, programming, design and construction of capital projects.
- Provide oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participates in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participate in the review and conditioning of planning applications in relation to the City’s General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for City public works projects.
- Represents the City within the community and with outside agencies.
- City compliance with all Federal, State, County and local laws and regulations.
- Manage projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitors and makes recommendations in relation to changes in laws, regulations and technology that may affect City operations; implements policy and procedural changes as required.
- Prepares, reviews, and, presents staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary.
- Review and comment on planning programs and land development controls.
- Provide emergency response in time of unusual weather and other disaster such as flooding, earthquake, etc.

- Provide utility interface as necessary with PG&E, cable, and other utility companies
- Perform right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services as required.

The city engineering service will be an adjunct to the City staff on an as needed base to provide the aforementioned services.

Fiscal Impacts

The cost for the City for the remaining contract term is \$407,360 from various funds, which include funds 100-425, 100-120, 250, 560, and 561.



Attachments:

1. Resolution __-2021
2. GHD Service Agreement
3. Resolution 38-2019

City of Colfax

City Council

Resolution №__-2021

APPROVING A BUDGET AMENDMENT FOR GHD IN THE AMOUNT OF \$407,360 TO FUND THE REMAINING INITIAL AGREEMENT TERM AND THE 2-YEAR EXTENSION

WHEREAS, Council approved Resolution 38-2019 authorizing the City Manager to enter into an agreement with GHD for City Engineer services for an initial term for 3-years with an option for a 2-year extension; and,

WHEREAS, the amount of demand on the City Engineering services has exceeded the initial anticipated costs; and,

WHEREAS, staff is requesting council approve a budget amendment to the GHD agreement in the amount of \$407,360 to fund the remaining initial agreement term and 2-year contract extension.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax approves a budget amendment for GHD in the amount of \$407,360 to fund the remaining initial agreement term and the 2-year extension.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th of December 2021 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sean Lomen, Mayor

Marguerite Bailey, City Clerk

City of Colfax

City Council

Resolution NQ 38-2019

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH GHD FOR CITY ENGINEERING SERVICES FOR A TERM OF 3-YEARS WITH AN OPTION FOR A 2-YEAR EXTENSION.

WHEREAS, the City is currently operating city engineering services through insufficient resources due to the lack of expertise knowledge in the existing consultant engineering contract; and,

WHEREAS, City staff solicited for statements of qualification from engineering consultants on September 27, 2018 for city engineering services; and

WHEREAS, the scope of the services provided by GHD are to develop and deliver various programs and projects associated with private development projects, capital improvement projects and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfill, parks, and public facilities in an estimated amount of \$210,000 over at 3-year term.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorize the City Manager to enter into a Contract Agreement with GHD for City Engineering services for a term of 3-years with an option for a 2-year extension.

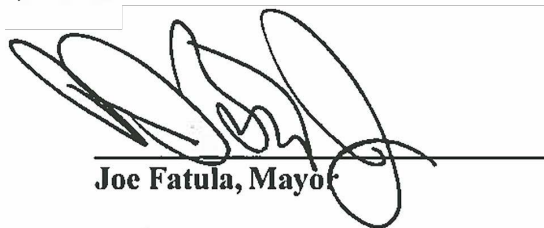
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of August 2019, by the following vote of the Council:

AYES: Burruss, Douglass, Lomen, Mendoza, Fatula

NOES:


ABSTAIN:

ABSENT:



Joe Fatula, Mayor

ATTEST:



Amy Lind, City Clerk

CITY OF COLFAX

CONSULTANT SERVICES AGREEMENT

WITH GHD TO PROVIDE CITY ENGINEERING SERVICES

This Agreement is made by and between the City of Colfax, a municipal corporation ("City") and GHD a California corporation ("Consultant" or "City Engineer"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.
2. Contract Period. Contract work will begin August 15, 2019
3. Payment. Exhibit B is the negotiated Rate Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with the terms in Exhibit B, for services rendered pursuant to this Agreement at the times and in the manner set forth.
4. Facilities, Equipment and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this Agreement. City shall not furnish to Consultant office space for on-site use.
5. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provision.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. Time for Performance. Consultant shall devote such resources pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
8. Conflict of Interest. Consultant states that no City officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the City.

Executed as of the day first above stated.

GHD

CITY OF COLFAX
A Municipal Corporation



Doug Ries, Principal in Charge



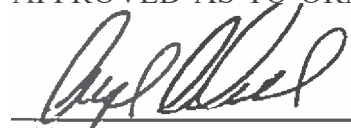
Wes Heathcock, City Manager

ATTEST:

APPROVED AS TO ORM:



Amy Lind, Interim City Clerk



Alfred Cabral, City Attorney

CONSULTANT SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

DESCRIPTION OF SERVICE

The City of Colfax is requesting the services of an engineering firm to provide on-call city engineering services under contract. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction of such services will come from the City Manager or designee.

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding and project implementation. Larry Wing will be designated as the City Engineer and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters. GHD ("City Engineer" or "Consultant") will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Consultant will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

SCOPE OF SERVICES

A. General Engineering Services

1. City Engineer will respond to engineering related questions and problems relating to City facilities that arise during the day-to-day operation of the City. City Engineer will coordinate directly with operations staff, building officials, and/or sanitary engineering consultants.
2. City Engineer will respond to engineering related questions and problems relating to potential development that arise during the day-to-day operation of the City.
3. City Engineer will assist operations staff with condition-assessment and problem solving of existing City infrastructure and provide recommendations as requested.
4. City Engineer will assist the City, in conjunction with the local Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation projects.
5. City Engineer will coordinate with other Departments, and outside agencies, to refine the

annual list of capital projects, to make sure the project is needed in that year and the budget is available. City Engineer will submit the annual capital improvement and maintenance budget to the City Manager or designee for Council approval.

6. City Engineer will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.
7. City Engineer will attend staff meetings and council meetings as requested by the City Manager or designee.

B. Other Engineering Services and Project-Specific Tasks

1. City Engineer will assist the City Manager or designee and Planning Director in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and Master Plans, all in accordance with the Subdivision Map Act of California, the General Plan and local Master Plans and ordinances. City Engineer will assist in establishing and enforcing conditions of approval, subdivision agreements and development agreements for Council approval.
2. City Engineer will develop a Capital Improvement Program (CIP) for public infrastructure. City Engineer will assist the City in establishing a multi-year CIP and annual budget. City Engineer will assist in development of street, storm water and other public infrastructure projects, cost estimates, funding and staging and will work in conjunction as necessary with the City's sanitary engineers on wastewater treatment and collection system project coordination into the overall CIP. In addition, Master Plans, engineering reports and discussions with other agencies will be used to determine what additional projects are necessary to meet the needs of the community. City Engineer will compile the project lists into a multi-year CIP for review and Council approval. City Engineer will develop a Project Budget Sheet for each capital project.
3. City Engineer will review and assist in updating the City's Mitigation Impact Fee Program and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.
4. City Engineer will assist or supplement the City's Planning Director when environmental assessment/documentation services are necessary for projects. City Engineer will work with the City's consultant(s) to determine the type of environmental document required and identify the resources for completing the work.
5. Upon request by the City, City Engineer will provide engineering design services for those projects for which City Engineer has the qualifying engineer experience and staff resources.
6. City Engineer will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. City Engineer will establish the implementation schedule and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS)

process. The designated City Engineer project manager will administer projects through completion. City Engineer will coordinate with other departments during development and execution of their specific projects to ensure their needs are met. City Engineer will provide peer review and plan checking as necessary. City Engineer will handle budgets and prepare requests for additional funds if justified. City Engineer will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

7. City Engineer will review and approve all improvement plans for development of residential, commercial or industrial projects. City Engineer will assist the City in obtaining compliance with engineering standards and conditions of approval. City Engineer will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review and updating of master planning documents. City Engineer will assist the City in establishing and collecting plan check and inspection fees and construction security bonds as necessary.
8. Upon request by the City, City Engineer will update the City's Design and Construction Standards. City Engineer will utilize other agency standards plus City staff discussions to determine essential revisions to the standard plans. Recently completed updates to standard plans from other Northern California public agencies may be used in the City of Colfax along with any City-specific revisions, resulting in timely, cost-effective updates.
9. The City may periodically need the services of a licensed land surveyor and survey crew. City Engineer will contact local surveying firms to determine their availability to provide on-call surveying support. In addition, City Engineer will work with a qualified land-surveying firm on large design and construction projects.
10. Upon request by the City, City Engineer will provide resident engineering and/or inspection services for those projects for which City Engineer has the qualifying engineering experience and staff resources. These services are subject to mutual agreement between the City and City Engineer and the availability of City Engineer staff resources. The City reserves the right to contract separately for these services.

CONSULTANT SERVICES AGREEMENT

EXHIBIT B

TIME AND MANNER OF PAYMENT

1. The General Engineering Services will be paid based on actual time and materials required at the consultant's rates.
2. City Engineer shall only undertake the Other Engineering Services and Project-Specific Tasks itemized in Section B above after a budget has been developed and approved by the City Council, City Manager or designee. City Engineer shall not incur costs in excess of the budgeted amounts without prior written authorization of the City Council, City Manager or designee.
3. Reimbursable projects shall be charged at regular rates but the charges shall be subject to review by the City Manager or designee and a prior budget may be required.
4. Invoices will be scheduled for payment on receipt by the City in its normal warrant payment schedule and will in no event be paid later than 30 days from receipt, unless disputed. However, on any project for which as-built drawings are required to be prepared by any contractor, subcontractor or consultant, final payment to Consultant shall be made upon the City's receipt of as-built drawings reasonably acceptable to the City.
5. Consultant shall provide fully itemized billing by period showing services performed, the individuals performing the services, and the total charge billed for that entry. A detailed description of the work performed for that period, and the amount of time spent, will be made available to the City Manager or designee upon request. The billing shall also include the remaining budget if applicable.
6. The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified in the Rate Schedule with the expectation the City Engineer rate not to exceed \$185 per hour as negotiated. City Engineer reserves the right to negotiate adjustments to hourly rates for follow-on years to compensate for labor cost increases, employee benefits and other increased due to inflationary trends.
 - (1) Both parties agree that weekly meetings and staffing at City offices may not be necessary to provide City engineering services. When weekly planned meetings or staffing are required, City Engineer agrees to provide travel time and mileage for the City Engineer, from Consultant's office at no cost to the City, based on a maximum two trips per week.

Travel time from consultant's office to the City's offices for project-specific meetings or activities will be paid based on the hourly rate of the individual.
 - (2) Mileage. Vehicle mileage is invoiced based on the Internal Revenue Service's current

rate, for all trips. Vehicle mileage is charged for travel from the consultant's office for project-specific meetings or activities.

- (3) Use of reimbursable supplies and printing will be minimized by making use of City resources whenever efficiency dictates.

CONSULTANT SERVICES AGREEMENT

EXHIBIT C

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses, Permits, etc. Consultant represents to City that it has all licenses, permits, qualifications and approval of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses permits and approval which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
4. Indemnification. Consultant shall hold harmless and indemnify, including without limitation the cost and duty 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.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance.
 - (1) General Liability. During the term of this Agreement, Consultant shall maintain in full force and affect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (2) Automobile Liability. During the term of this Agreement, Consultant shall maintain in

full force and affect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.
- Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or sub-consultants. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made annual aggregate basis.

(4) Cancellation. Each insurance policy or certificate of insurance required in this paragraph shall not be canceled except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

6. Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove

any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
11. City Representatives. The City Manager or designee is the representative of the City and will administer this Agreement for the City.
12. Termination. This Agreement may be canceled upon thirty (30) days written notification by either party without cause. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. Consultant shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted products up to the date of termination of the contract shall become the property of the City.
13. Non-Discrimination. 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
14. Ownership of Information. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer portable storage device, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees,

agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

- I 5. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
16. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification or amendment of this Agreement shall be binding unless executed by all parties in writing.
- I 7. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
19. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

:MEDIATION/ARBITRATION OF DISPUTES

Any controversy between the parties involving the construction, application or performance of any of the terms, provisions or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action or arbitration.

If the mediation is unsuccessful, either party may, within five (5) days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances: the matter is justifiable in small claims court, than the dispute shall be resolved through that court.

If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not

permitted to be unduly burdensome or delay the hearing.

Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay its share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorney's fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.

The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial: Consultant .QJ/- City /iJ/J--



Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Employment Relation Matters Legal Services Consultant Agreement – Liebert Cassidy Whitmore

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$20,000	Fund(s): 100
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RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to execute a contract with Liebert Cassidy Whitmore for special legal services pertaining to employment relation matters for a 3-year term in an amount not to exceed \$20,000.

Summary/Background

In July of 2010, the City completed the process to secure special legal services pertaining to employment relation matters. As a result of this process, Liebert Cassidy Whitmore (LCW) was selected as being qualified to serve as special legal counsel pertaining to employment relation matters for the City. Liebert Cassidy Whitmore services include consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law. Staff feels the services provided have been sufficient and meet the needs of the City. Liebert Cassidy Whitmore has agreed to continue its services with the City provided Council approves a new contract.

Services are included in the budget for 3 years until December 2024 from Fund 100. The previous contract with Liebert Cassidy Whitmore was established on an “as needed” basis. Staff confirmed the previous years’ services did not exceed the budgeted expense and is comfortable moving forward with the 3-year contract.

Fiscal Impacts

The approved budget for 3 years until December 2024, includes funding from Fund 100.

Attachments:

1. Resolution __-2021
2. LCW Consultant Agreement

City of Colfax

City Council

Resolution №__-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH LIEBERT CASSIDY WHITMORE FOR SPECIAL LEGAL SERVICES PERTAINING TO EMPLOYMENT RELATION MATTERS UP TO \$20,000 FOR A 3-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$20,000.

WHEREAS, The City has an ongoing need for special legal services pertaining to employment relation matters; and,

WHEREAS, Liebert Cassidy Whitmore services include consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by the City or otherwise required by law; and,

WHEREAS, The City has been using Liebert Cassidy Whitmore to provide these services since 2010 and the City has deemed the services as sufficient and meeting the needs of the City.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute a contract for special legal services pertaining to employment relation matters up to \$20,000 for a 3-year term in an amount not to exceed \$20,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th of December 2021 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sean Lomen, Mayor

Marguerite Bailey, City Clerk

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF COLFAX, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Twenty to Three Hundred Ninety Dollars (\$220.00 - \$390.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

7. **Assignment**

This Agreement is not assignable without the written consent of City.

8. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

9. **Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. **Term**

This Agreement is effective November 1, 2021, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF COLFAX,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$390.00
Senior Counsel	\$335.00
Associates	\$220.00 - \$315.00
Labor Relations/HR Consultant	\$250.00
Paralegals	\$135.00
E- Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.



Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: Waste Water Treatment Plant – Security System Approval

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$11,220	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to expense funding in the amount of \$11,220 for security system installed at the Waste Water Treatment Plant.

Summary/Background

In an effort to improve safety at the Waste Water Treatment Facility (WWTP), staff contracted with Safe Side Security Inc. to install video recording system. The services provide by Safe Side Security Inc. at the WWTP include 2 high definition cameras, 1 motion camera, high-definition DVR, exterior keypad and arming station. The cost of the services rendered totaled \$9,975.00.

Field staff had also requested the installation of a gate opener that will allow for remote entry by staff working in the WWTP office; this allows staff to view visitors via camera before granting entrance onto the facility. The cost was originally believed to be under the City Manager signatory authority of \$10,000 due to changes in the scope of original proposal. Unfortunately, due to internal miscommunication regarding the initial equipment costs the additional remote entry exceeded the signatory authority. The cost of the gate opener system totals \$895.00.

Subsequent to the installation, staff realized the amount of Digital Video Recorder (DVR) memory is not adequate. Staff is requesting to increase the DVR memory storage capacity from 2 TB (Terra Byte) to 4 TB, which will allow for a minimum of six months of high-definition storage. The cost of the DVR service upgrade would be \$350.00. The DVR upgrade is subject to council approving the project costs.

Staff has initiated additional protocols to mitigate routine projects exceeding management budget authority. Moving forward, any adjustments to a project scope will require a written cost estimate to validate the expenditure does not exceed budget authority limitations.

Fiscal Impact

The fiscal impact of the security upgrades for the WWTP will be funded from Fund 560 in the amount of \$11,220.

WWTP Security System	
Item	Cost
Camera/ DVR	\$9,975
Remote Entry	\$895
DVR Upgrade	\$350
Total Value	\$11,220

Attachments:

1. Resolution__-2021
2. Safe Side Security Inc. Quotes

City of Colfax

City Council

Resolution No. ___-2021

AUTHORIZING THE CITY MANAGER TO EXPENSE FUNDING IN THE AMOUNT OF \$11,220 FOR SECURITY SYSTEM INSTALLED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, City staff has requested an upgrade to increase security measures at the Waste Water Treatment Plant; and,

WHEREAS, Safe Side Security Inc., shall provide materials and labor to complete the installation at both locations; and,

WHEREAS, the security upgrades include 2 high-definition cameras, 1 motion camera, 2 high-definition DVR's, keypad and arming station, remote gate entry system and upgrade memory storage; and,

WHEREAS, the total cost of the requested services and materials shall be \$11,220.00.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizing the City Manager to expense funding in the amount of \$11,220 for security system installed at the Waste Water Treatment Plant.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th day of December 2021 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sean Lomen, Mayor

Marguerite Bailey, City Clerk

PROPOSAL

Name: City Of Colfax Waste Water

Site

City Of Colfax Waste Water
23550 Grand View Way
Colfax, CA 95713

Billing

City Of Colfax Waste Water
23550 Grand View Way
Colfax, CA 95713

Contact

Martin
P
E directorpw@colfax-ca.gov
C

PROJECT NAME: Camera Addition

Add additional 4Tb HDD to existing camera system

SYSTEM PROPOSAL

Camera Addition

QTY	Description
1	4tb hard drive

Labor:

QTY	Description
1	One Man Hour

Cost

Total Proposal Amount **\$350.00**

Note: Pricing based on recommended locations.

This proposal may be withdrawn by us if not accepted within 60 Days.

24 hour cancellation notice is required on all installation appointments. No show and late cancellations are subject to a \$95 trip charge.

Proposal Acceptance:

City Of Colfax Waste Water

Signature Date

Printed Name Title





Safe Side Security, Inc.

1240 Commerce Ave., Suite C
Woodland, CA 95776-5923
(530) 662-1144 • (800) 794-7575
FAX (530) 662-4859 • www.safeside.com

Alarm Company License #ACO 3558
California Contractor's License-C-10: 616354

COMMERCIAL PURCHASE AND SERVICES AGREEMENT

THIS Agreement is made Monday, September 20, 2021, by and between Safe Side Security, Inc., a California corporation ("SSS"), and:
CUSTOMER: City Of Colfax Waste Water Account Number CCTV1955
ADDRESS: 23550 Grand View Way CITY: Colfax STATE: Ca ZIP: 95713
E-MAIL ADDRESS: accounting@colfax-ca.gov Directorpw@colfax-ca.gov TELEPHONE: -

This agreement is written in plain language. Customer is sometimes referred to as "you" or "your" and SSS is sometimes referred to as "we," "us" or "our."

1. **SALE AND INSTALLATION.** We agree to sell to you and install the system(s) described on the attached Equipment Schedule at the address shown above (collectively the "System") and provide (i) warranty and after warranty time and material repair service, (ii) monitor the alarm system at an independent facility (the "Center"), and (iii) provide the other services selected below.

Type of System(s)

- Burglary
- Access Control (Non-Monitored)
- Hold-up
- CCTV (Non-Monitored)
- Fire/Smoke/Sprinkler Detection
- CCTV
- Supervisory
- Other: Camera Licensing

Transmission Facilities

- Standard Telephone
- Cellular/Radio Primary
- Cellular/Radio Back-up
- Internet

Approximate Installation Starting Date September 20, 2021 Approximate Installation Completion Date: September 20, 2021
Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System.

2. **PRICE; PAYMENT AND TERM:**

2.1 SALES/INSTALLATION PRICE.

The price of an installed System, is \$ 5,300.00, including applicable sales tax, payable \$ 5,300.00 upon execution of this Agreement and the balance

upon substantial completion of the System installation. We may elect not to start to monitor the System(s), or provide other services until the sales/installation price is paid in full. We will retain title to the System until the complete sales/installation price is paid. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. We may file a mechanic's lien pursuant to California law if you fail to pay the entire sales/installation price. In addition we may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by California law.

2.2 SERVICES FEE.

For monitoring and other services selected above your month \$10 per month, plus applicable sales tax, payable monthly or annually in

advance, starting on the first day of the month following the month in which monitoring service begins. The first payment for the first month of service is due upon execution of this Agreement. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees, which may be charged to us by any utility or governmental agency relating to the services we provide and you, agree to pay the same. In addition, we may increase the services fee for any renewal term by giving you sixty (60) days prior notice.

2.3 PAYMENT METHOD.

Invoice. If invoice payment is selected, we will bill you annually in advance for the periodic service fees, and all other charges monthly in arrears, and you agree to pay the full amount due within thirty (30) days of the invoice date.

Automatic Credit Card Debit. The activation fee and all periodic monitoring service fees are due in advance. All amounts due to SSS under this Agreement are to be paid by automatic credit card debit. If your credit card payment is not honored, you agree to pay the amount due upon receipt of our written demand for payment.

3. **TERM.** For services, the term shall begin on the date of completion of installation or the date of commencement of recurring services, and shall continue for a period of three (3) years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. **LIMITED WARRANTY.**

4.1 **WHAT IS COVERED:** FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY AND RETAIN ALL REPLACED PARTS.

4.2 **HOW TO GET SERVICE:** CONTACT US AT THE ADDRESS OR TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS REASONABLY POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER DAYS AND TIMES FOR AN ADDITIONAL CHARGE BILLED AT ONE AND ONE-HALF (1 1/2) OUR THEN NORMAL LABOR RATE AND INCLUDES A MINIMUM TRIP CHARGE.

4.3 **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY UNDER THIS WARRANTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES; ACCESS CONTROL CARDS AND VIDEO STORAGE MEDIA SUCH AS DVDS OR TAPES. ANY REQUIRED OR REQUESTED SYSTEM (INCLUDING FIRE ALARM) TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM OR SERVICES CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, POWER FAILURES OR SURGES, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. WE DO NOT WARRANT AND ARE NOT OBLIGATED TO MATCH PAINT OR WALL COVERINGS THAT MAY BE MODIFIED AS A RESULT OF THE INSTALLATION OR REPAIR OF THE SYSTEM. WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.**

4.4 **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **RECEIPT OF COPY.** ALL OF THE TERMS ON THE REVERSE SIDE OF THIS AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF THIS AGREEMENT AND OTHER DISCLOSURES. THIS AGREEMENT WILL NOT BE BINDING UPON SSS UNTIL EITHER (1) APPROVED BY ONE OF OUR MANAGERS OR (2) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF OUR NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY OUR MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

6. **OUR LIMITED LIABILITY.** SECTIONS 16 AND 17 OF THIS AGREEMENT LIMIT OUR LIABILITY TO \$1,500.00 OR SIX TIMES THE MONTHLY SERVICES FEE, WHICHEVER IS MORE, IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL, DISABILITY OR PROPERTY INSURANCE FOR THE PROTECTION OF CUSTOMER AND OTHERS WHO MAY USE THE SYSTEM. CUSTOMER ACKNOWLEDGES THAT YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

Safe Side Security, Inc.

BY: J. Klosinski
Agent Reg.# 68986
Jessica Klosinski

Management Approval (office use)

9/13/2021

Date Signed

City Of Colfax Waste Water

CUSTOMER DocuSigned by:
Martin Jones
BY: Martin Jones
TITLE: Martin Jones
9/13/2021

Date Signed

Type of Commercial Entity:

- Corporation/LLC
- Partnership
- Sole Owner

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Safe Side Security, Inc.

1240 Commerce Avenue, Suite C
Woodland, California 95776-5923
(530) 662-1144 Phone
1-800-794-7575 Toll Free
(530) 662-4859 Fax

ACO 3558 CCL 616354

EQUIPMENT INSTALLATION AGREEMENT

This Equipment Installation Agreement (the "Agreement") is entered into on September 20, 2021, by and between SAFE SIDE SECURITY, INC., a California Corporation ("We" or the "Company"), and the Customer, whose information is:

TO:	PHONE	DATE
City Of Colfax Waste Water 23550 Grand View Way Colfax Ca 95713	-	September 13, 2021
	<input checked="" type="checkbox"/> Purchase Install <input type="checkbox"/> Repair Order <input type="checkbox"/> Other:	<input type="checkbox"/> Monitoring <input type="checkbox"/> Service Agreement
EMAIL: <u>accounting@colfax-ca.gov</u> <u>Directorpw@colfax-ca.gov</u>	JOB NUMBER CCTV1955	JOB PHONE

EQUIPMENT SCHEDULE

Camera System		
QTY	Description	
2	8 MP 2.8mm ColorVu Fixed Bullet Network Camera	2
1	Cat6 Wire per 100 feet	1
3	Cat6 Connector Pair	1
2	POINT TO POINT TRANSMITTER/RECEIVER	1
2	UBIQUITI Universal Antenna Mount	1
1	Power Strip	
		Hikvision Back Box for Colorvu Bullet Camera 40' 3/4 Conduit & Connectors, Boxes 1 Ch Yearly OWS 24/7 Standard Subscription 8 Port PoE Appliance, Linux, 2TB (No Lic)

1 INSTALLATION AND SERVICES:

We will do the following:

- 1.1 Sell to you and install the system ("System") described below, with the equipment shown on the Equipment Schedule above.
 - Access Control
 - CCTV
 - Data/TeleCommunications
 - Audio/Video
 - Other: Camera Licensing
- 1.2 Provide after-warranty repair service.

(See Section 9 and attached Maintenance Services Agreement)

- 1.3 Other _____ (as described on the attached schedule)

We agree to commence work on or about, September 20, 2021 and to diligently pursue work through to completion with extra time to be allowed per paragraph 3 below.

2 PRICE:

TOTAL PRICE FOR INSTALLATION: \$ 5,300.00

DEPOSIT DUE NOW: \$ _____

DUE UPON COMPLETION: \$ 5,300.00

3 TERMS: All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We will not be liable for delays or inability to complete due to circumstances beyond our control, such as acts of neglect or omission of the Customer or Customers employees or agents, failure of Customer or its agent to make progress payments when due, unavailability of materials, accidents, acts of God, including but not limited to storms, earthquake, flood, fires, tornado, acts of war, riots or civil insurrection, labor strikes or slow-downs, inspections, or governmental action or orders. The Customer is to carry its own fire, tornado, earthquake, general liability and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

4 RECEIPT OF COPY: You state that you have received a copy of this Agreement, two copies of the Notice of Cancellation form, if applicable, and the Notice to Owner statement describing California's mechanics' lien laws.

5 LIMITED WARRANTY:

5.1 WHAT IS COVERED: We warrant that the System will be free from defects in parts and materials for a period of one year following installation. For one year after we as complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality at our option.

5.2 HOW TO GET SERVICE: Call or write us at the address and telephone number at the top of this contract and tell us what is wrong with the System. We will provide service as soon as possible during our normal business hours, which are Monday through Friday from 8.00 a.m. to 4:00 p.m., except holidays we observe. Someone must be home or on the premises at the time we make our service call. Emergency service is available at other times at our then-current rates, with a one hour minimum charge.

5.3 WHAT IS NOT INCLUDED: Repair of the System is our only duty. This warranty does not include batteries in wireless devices. We make no other express warranty, including any warranty of merchantability of the System or its fitness for any particular purpose. If the System includes security or surveillance equipment, we do not warrant that the System will always detect, or help prevent, any burglary, fire, hold-up or other such event. We do not warrant that the System cannot be beaten or that it will always operate. This warranty does not cover repairs that are needed because of an accident, your failure to properly use the System, or if someone other than us attempts to repair or change the System. or any other reason except a defect in the equipment or our installation. **WE ARE NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.**

5.4 STATE LAW: Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or the limitation on incidental or consequential damages, so the above limitations or exclusions may not apply to you. The warranty above gives you specific legal rights

6 and you may also have other rights which may vary from state to state.

OUR LIMITED LIABILITY: For security or surveillance systems, Sections 7 and 8 on the reverse side of this Agreement limit our liability to \$250.00, or twice the quarterly maintenance fee, if applicable, whichever is less, if you or anyone else suffers any harm (damage to or loss of property, personal injury or death) because the Equipment failed to operate properly or we were careless or acted improperly.

ALL OF THE TERMS ON THE REVERSE SIDE OF THIS PAGE AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM
For residential customers only: You, the Customer, may cancel this Agreement at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Date Signed: 9/13/2021

SAFE SIDE SECURITY, INC., a California corporation

By: J.Klosinski - 68986
Company Representative

Customer: City Of Colfax Waste Water

By: Martin Jones
DocuSigned by:
44EEE2472A7F444...

Martin Jones 9/13/2021

Approved: Jessica Klosinski

(Type or print name, title of person signing on behalf of Customer)

- CORPORATION
- PARTNERSHIP
- SOLE PROPRIETORSHIP
- OTHER (SPECIFY) _____

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT IS APPROVED BY AN AUTHORIZED OFFICER OF THE COMPANY. IF FOR ANY REASON IT IS NOT APPROVED, OUR ONLY RESPONSIBILITY TO YOU WILL BE TO REFUND TO YOU THE AMOUNT THAT HAS BEEN PAID TO US BY YOU WHEN YOU SIGNED THE AGREEMENT.



Safe Side Security, Inc.

1240 Commerce Ave., Suite C
Woodland, CA 95776-5923
(530) 662-1144 • (800) 794-7575
FAX (530) 662-4859 • www.safeside.com

Alarm Company License #ACO 3558
California Contractor's License-C-10: 616354

COMMERCIAL PURCHASE AND SERVICES AGREEMENT

THIS Agreement is made Monday, September 20, 2021, by and between Safe Side Security, Inc., a California corporation ("SSS"), and:
CUSTOMER: City Of Colfax Waste Water Account Number CCTV1955
ADDRESS: 23550 Grand View Way CITY: Colfax STATE: Ca ZIP: 95713
E-MAIL ADDRESS: accounting@colfax-ca.gov directorpw@colfax-ca.gov TELEPHONE: -

This agreement is written in plain language. Customer is sometimes referred to as "you" or "your" and SSS is sometimes referred to as "we," "us" or "our."

1. **SALE AND INSTALLATION.** We agree to sell to you and install the system(s) described on the attached Equipment Schedule at the address shown above (collectively the "System") and provide (i) warranty and after warranty time and material repair service, (ii) monitor the alarm system at an independent facility (the "Center"), and (iii) provide the other services selected below.

Type of System(s)

- Burglary
- Access Control (Non-Monitored)
- Hold-up
- CCTV (Non-Monitored)
- Fire/Smoke/Sprinkler Detection
- CCTV
- Supervisory
- Other: Videofied Mon

Transmission Facilities

- Standard Telephone
- Cellular/Radio Primary
- Cellular/Radio Back-up
- Internet

Approximate Installation Starting Date September 20, 2021 Approximate Installation Completion Date: September 20, 2021
Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System.

2. **PRICE; PAYMENT AND TERM:**

2.1 SALES/INSTALLATION PRICE.

The price of an installed System, is \$ 4,675.00, including applicable sales tax, payable \$ 4,675.00 upon execution of this Agreement and the balance

upon substantial completion of the System installation. We may elect not to start to monitor the System(s), or provide other services until the sales/installation price is paid in full. We will retain title to the System until the complete sales/installation price is paid. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. We may file a mechanic's lien pursuant to California law if you fail to pay the entire sales/installation price. In addition we may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by California law.

2.2 SERVICES FEE.

For monitoring and other services selected above your month \$85 per month, plus applicable sales tax, payable monthly or annually in

advance, starting on the first day of the month following the month in which monitoring service begins. The first payment for the first month of service is due upon execution of this Agreement. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees, which may be charged to us by any utility or governmental agency relating to the services we provide and you, agree to pay the same. In addition, we may increase the services fee for any renewal term by giving you sixty (60) days prior notice.

2.3 PAYMENT METHOD.

Invoice. If invoice payment is selected, we will bill you annually in advance for the periodic service fees, and all other charges monthly in arrears, and you agree to pay the full amount due within thirty (30) days of the invoice date.

Automatic Credit Card Debit. The activation fee and all periodic monitoring service fees are due in advance. All amounts due to SSS under this Agreement are to be paid by automatic credit card debit. If your credit card payment is not honored, you agree to pay the amount due upon receipt of our written demand for payment.

3. **TERM.** For services, the term shall begin on the date of completion of installation or the date of commencement of recurring services, and shall continue for a period of three (3) years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. **LIMITED WARRANTY.**

4.1 **WHAT IS COVERED:** FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY AND RETAIN ALL REPLACED PARTS.

4.2 **HOW TO GET SERVICE:** CONTACT US AT THE ADDRESS OR TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS REASONABLY POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER DAYS AND TIMES FOR AN ADDITIONAL CHARGE BILLED AT ONE AND ONE-HALF (1 1/2) OUR THEN NORMAL LABOR RATE AND INCLUDES A MINIMUM TRIP CHARGE.

4.3 **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY UNDER THIS WARRANTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES; ACCESS CONTROL CARDS AND VIDEO STORAGE MEDIA SUCH AS DVDS OR TAPES. ANY REQUIRED OR REQUESTED SYSTEM (INCLUDING FIRE ALARM) TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM OR SERVICES CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, POWER FAILURES OR SURGES, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. WE DO NOT WARRANT AND ARE NOT OBLIGATED TO MATCH PAINT OR WALL COVERINGS THAT MAY BE MODIFIED AS A RESULT OF THE INSTALLATION OR REPAIR OF THE SYSTEM. WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.**

4.4 **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **RECEIPT OF COPY.** ALL OF THE TERMS ON THE REVERSE SIDE OF THIS AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF THIS AGREEMENT AND OTHER DISCLOSURES. THIS AGREEMENT WILL NOT BE BINDING UPON SSS UNTIL EITHER (1) APPROVED BY ONE OF OUR MANAGERS OR (2) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF OUR NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY OUR MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

6. **OUR LIMITED LIABILITY.** SECTIONS 16 AND 17 OF THIS AGREEMENT LIMIT OUR LIABILITY TO \$1,500.00 OR SIX TIMES THE MONTHLY SERVICES FEE, WHICHEVER IS MORE, IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL, DISABILITY OR PROPERTY INSURANCE FOR THE PROTECTION OF CUSTOMER AND OTHERS WHO MAY USE THE SYSTEM. CUSTOMER ACKNOWLEDGES THAT YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

Safe Side Security, Inc.

BY: J. Klosinski
Agent Reg.# 68986
Jessica Klosinski

Management Approval (office use)

Date Signed 9/13/2021

City Of Colfax Waste Water

CUSTOMER
DocuSigned by:
BY: Martin Jones
44EEE2472A7F444... 9/13/2021
TITLE: Martin Jones

Date Signed

Type of Commercial Entity: 100
 Corporation/LLC Partnership Sole Owner



MONITORING SERVICE FORM

Safe Side Security, Inc.

1240 Commerce Avenue, Suite C • Woodland, CA 95776

530-662-1144 • 530-662-4859 Fax

ACO 3558 • www.safeside.com • CCL 616354

Site Information

Site Name	City Of Colfax Waste Water		CIS Number	RSI-1955	
Address	23550 Grand View Way		Email	Directorpw@colfax-ca.gov accounting@colfax-ca.gov	
Mailing Address (if different than above)	0				
City	Colfax	State	Ca	Zip Code	95713
Site Phone Number 1	530-346-8419		Site Phone Number 2	530-830-8161	
Cross Street	Iowa Hill Road		Password (secret word to identify yourself)	WWTP2313	
System Type	<input checked="" type="checkbox"/> Comm. <input type="checkbox"/> Residential	Manufacturer & Model		Videofied 0	
	<input checked="" type="checkbox"/> Burg. <input type="checkbox"/> Fire				

Contact Information

(Please provide Names & Phone numbers to call if alarm is activated)

1. Contact First Name	wes		Last Name	Heathcock	
Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work	Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work		
530-308-4558	<input checked="" type="checkbox"/> Cell <input type="checkbox"/> Pager		<input type="checkbox"/> Cell <input type="checkbox"/> Pager		
Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work	Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work		
()	<input type="checkbox"/> Cell <input type="checkbox"/> Pager	()	<input type="checkbox"/> Cell <input type="checkbox"/> Pager		
2. Contact First Name	Martin		Last Name	Jones	
Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work	Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work		
530-368-2150	<input checked="" type="checkbox"/> Cell <input type="checkbox"/> Pager		<input type="checkbox"/> Cell <input type="checkbox"/> Pager		
Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work	Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work		
()	<input type="checkbox"/> Cell <input type="checkbox"/> Pager	()	<input type="checkbox"/> Cell <input type="checkbox"/> Pager		
3. Contact First Name	Devon		Last Name	Morris	
Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work	Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work		
707-359-8661	<input checked="" type="checkbox"/> Cell <input type="checkbox"/> Pager		<input type="checkbox"/> Cell <input type="checkbox"/> Pager		
Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work	Phone Number	<input type="checkbox"/> Home <input type="checkbox"/> Work		
()	<input type="checkbox"/> Cell <input type="checkbox"/> Pager	()	<input type="checkbox"/> Cell <input type="checkbox"/> Pager		

Agency

Agency Name - Police	Agency Name - Fire
Phone Number	Phone Number

White Copy to Office

Yellow Copy to Customer

PROPOSAL

Name: City Of Colfax Waste Water

Site

City Of Colfax Waste Water
23550 Grand View Way
Colfax, CA 95713

Billing

City Of Colfax Waste Water
23550 Grand View Way
Colfax, CA 95713

Contact

Wes Heathcock
P (530) 346-2313
E wes.heathcock@colfax-ca.gov
C

PROJECT NAME: Gate Control

Install internet connection via point to point for front gate. Connect gate motor to internet gateway. Set up app and demo to customer

SYSTEM PROPOSAL

Gate Control

QTY	Description
1	Lift Master MVQ Internet Gateway
2	Cat6 Connector Pair
0.25	Cat6 Wire per 100 feet
2	POINT TO POINT TRANSMITTER/RECEIVER

Labor:

QTY	Description
2	Two Man Hour

Cost

Total Proposal Amount **\$895.00**

Note: Pricing based on recommended locations.

Safe Side Security provides one hour of I.T. work during installation. Any additional I.T. labor will be billed at \$95.00 per hour. This proposal may be withdrawn by us if not accepted within 60 Days.

24 hour cancellation notice is required on all installation appointments. No show and late cancellations are subject to a \$95 trip charge.

Proposal Acceptance:

! 1/4
Wes Heathcock

City Of Colfax Waste Water 9/27/2021

Date

Printed Name Title



Safe Side Security, Inc.

1240 Commerce Avenue, Suite C
Woodland, California 95776-5923
(530) 662-1144 Phone
1-800-794-7575 Toll Free
(530) 662-4859 Fax

ACO 3558 CCL 616354

EQUIPMENT INSTALLATION AGREEMENT

This Equipment Installation Agreement (the "Agreement") is entered into on September 20, 2021, by and between SAFE SIDE SECURITY, INC., a California Corporation ("We" or the "Company"), and the Customer, whose information is:

TO: City Of Colfax Waste Water 23550 Grand View Way Colfax Ca 95713	PHONE -	DATE September 13, 2021
	<input checked="" type="checkbox"/> Purchase Install <input type="checkbox"/> Repair Order <input type="checkbox"/> Other:	<input type="checkbox"/> Monitoring <input type="checkbox"/> Service Agreement
EMAIL: accounting@colfax-ca.gov Directorpw@colfax-ca.gov	JOB NUMBER RSI-1955	JOB PHONE

EQUIPMENT SCHEDULE

Video Monitored System

QTY	Description
1	Outdoor Videofied Control Panel LTE
1	Lithium 3.6 VDC D-cell Battery 4pk
2	VIDEOFIED OUTDOOR MOTION VIEWER W/ MNTNG BRACKET
1	Videofied Vertical Alpha Keypad
1	Prox Card Arming Station (Includes 1 Prox Tag)
2	Additional Prox Tags (10 pack)

1 INSTALLATION AND SERVICES:

We will do the following:

- 1.1 Sell to you and install the system ("System") described below, with the equipment shown on the Equipment Schedule above.
 - Access Control CCTV Data/TeleCommunications Audio/Video Other: Videofied Mon
- 1.2 Provide after-warranty repair service.

(See Section 9 and attached Maintenance Services Agreement)

- 1.3 Other _____ (as described on the attached schedule)

We agree to commence work on or about, September 20, 2021 and to diligently pursue work through to completion with extra time to be allowed per paragraph 3 below.

2 PRICE:

TOTAL PRICE FOR INSTALLATION: \$ 4,675.00
 DEPOSIT DUE NOW: \$ _____
 DUE UPON COMPLETION: \$ 4,675.00

3 TERMS: All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We will not be liable for delays or inability to complete due to circumstances beyond our control, such as acts of neglect or omission of the Customer or Customers employees or agents, failure of Customer or its agent to make progress payments when due, unavailability of materials, accidents, acts of God, including but not limited to storms, earthquake, flood, fires, tornado, acts of war, riots or civil insurrection, labor strikes or slow-downs, inspections, or governmental action or orders. The Customer is to carry its own fire, tornado, earthquake, general liability and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

4 RECEIPT OF COPY: You state that you have received a copy of this Agreement, two copies of the Notice of Cancellation form, if applicable, and the Notice to Owner statement describing California's mechanics' lien laws.

5 LIMITED WARRANTY:

5.1 WHAT IS COVERED: We warrant that the System will be free from defects in parts and materials for a period of one year following installation. For one year after we as complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality at our option.

5.2 HOW TO GET SERVICE: Call or write us at the address and telephone number at the top of this contract and tell us what is wrong with the System. We will provide service as soon as possible during our normal business hours, which are Monday through Friday from 8.00 a.m. to 4:00 p.m., except holidays we observe. Someone must be home or on the premises at the time we make our service call. Emergency service is available at other times at our then-current rates, with a one hour minimum charge.

5.3 WHAT IS NOT INCLUDED: Repair of the System is our only duty. This warranty does not include batteries in wireless devices. We make no other express warranty, including any warranty of merchantability of the System or its fitness for any particular purpose. If the System includes security or surveillance equipment, we do not warrant that the System will always detect, or help prevent, any burglary, fire, hold-up or other such event. We do not warrant that the System cannot be beaten or that it will always operate. This warranty does not cover repairs that are needed because of an accident, your failure to properly use the System, or if someone other than us attempts to repair or change the System. or any other reason except a defect in the equipment or our installation. **WE ARE NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.**

5.4 STATE LAW: Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or the limitation on incidental or consequential damages, so the above limitations or exclusions may not apply to you. The warranty above gives you specific legal rights

6 and you may also have other rights with may vary from state to state.

OUR LIMITED LIABILITY: For security or surveillance systems, Sections 7 and 8 on the reverse side of this Agreement limit our liability to \$250.00, or twice the quarterly maintenance fee, if applicable, whichever is less, if you or anyone else suffers any harm (damage to or loss of property, personal injury or death) because the Equipment failed to operate properly or we were careless or acted improperly.

ALL OF THE TERMS ON THE REVERSE SIDE OF THIS PAGE AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM For residential customers only: You, the Customer, may cancel this Agreement at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Date Signed: 9/13/2021

Customer: City Of Colfax Waste Water

SAFE SIDE SECURITY, INC., a California corporation

By: J.Klosinski - 68986
Company Representative

DocuSigned by:
Martin Jones
44EEE2472A7F444...
Martin Jones 9/13/2021

Approved: Jessica Klosinski

(Type or print name, title of person signing on behalf of Customer)

- CORPORATION
- PARTNERSHIP
- SOLE PROPRIETORSHIP
- OTHER (SPECIFY) _____

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT IS APPROVED BY AN AUTHORIZED OFFICER OF THE COMPANY. IF FOR ANY REASON IT IS NOT APPROVED, OUR ONLY RESPONSIBILITY TO YOU WILL BE TO REFUND TO YOU THE AMOUNT THAT HAS BEEN PAID TO US BY YOU WHEN YOU SIGNED THE AGREEMENT.

7. THE COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: If the Equipment is a part of or includes any security or surveillance equipment or systems, you understand that: (i) we are not an insurer of your property or the personal safety of persons in or on your premises; (ii) you will provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (iv) security and surveillance systems may not always operate properly for various reasons; (v) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if your System fails to operate properly; (vi) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence or a failure of the System.

THEREFORE YOU AGREE:

Even if a court decides that a failure of the System or our negligence or a failure of the System caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone on your premises, you agree that our liability shall be limited to the lesser of \$250.00 or two times your quarterly service fee, if applicable, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory is used to determine that we are liable for the injury or loss.

8. THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from: (i) a failure of the System or services, including maintenance or repair services; (ii) our negligence; (iii) any other improper or careless activity of the Company in providing the System or services, including maintenance services; or (iv) a claim for indemnification or contribution, you will pay to the Company (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other loss and/or costs that we may pay in connection with the harm or damages. Your obligation to repay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your homeowners, business, commercial, industrial or other property insurance policy, you agree to release the Company from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

9. AFTER WARRANTY SERVICE: At the end of our one year limited warranty, we will continue to repair the System at your request from time to time, on a time and materials basis. You will pay our standard parts and labor charges for all repair calls. There will be a one hour minimum visit charge for each repair call. See Section 5.2 of our Limited Warranty on how to get repair service. If you desire, you may enter into an extended warranty agreement - if you have entered into our Maintenance Services Agreement, in case of any conflict with this Agreement, the terms and conditions of that agreement will apply.

10. RIGHT TO STOP WORK: We have the right to stop work and keep the job idle if payments are not made when due. If the work is stopped under an order of any court or other authority, or by the Customer, for a period of 30 days, we may, at our option, upon 5 days written notice, demand and receive payment for all work executed and materials ordered or supplied, and any other loss sustained. If the Customer delays in making any progress payment, we may stop work until the Customer delivers to us, at Customer's expense, a payment bond executed by a corporate surety covering the cost of the balance of work to be performed under this contract.

11. LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL; ATTORNEYS FEES AND COSTS: Both you and we agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident occurred which gave rise to the claim. In addition, any such legal proceeding shall not be heard before a jury; each party gives up and waives any right to a jury trial. If any claim is brought or lawsuit filed under or arising out of this Agreement, or to interpret or enforce the terms hereof or collect any amounts due hereunder, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs of collection.

12. ENTIRE AGREEMENT: The entire and only agreement between you and us with respect to installation of the System is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. If you have given or ever give us a purchase order for the System which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement shall be governed by the laws of the State of California.

13. LICENSING: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

7. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You have approved the locations of where the control panel, audible devices, CCTV or access control equipment, and all protective devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make installations and repairs to the premises (such as installing all doors and windows on new construction or remodeled premises and fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, communications services for access control systems, and otherwise provide the proper environment for the Systems as we may reasonably request. If required, you will obtain and pay for all electrical permits, building plan permits and similar items. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed you will tell us within ten (10) days, otherwise the System will have been accepted by you.

8. **MONITORING SERVICE.** When a burglar alarm signal from the alarm system is received, the Center will first try to telephone your premises, and if there is no answer then the Center may try to telephone the first available person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify your law enforcement agency. The Center will also attempt to contact someone on your emergency call list to advise them that the emergency authorities have been notified. When a fire alarm, waterflow alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the law enforcement agency or fire department or other emergency authorities and the first available person on the emergency call list you give us. The Center reserves the right to verify all alarm signals by using the two-way voice feature of the system, if one has been installed or otherwise before notifying emergency authorities. The Center may choose not to notify emergency authorities if it has reason to believe that an emergency condition does not exist. When a non-emergency signal or supervisory signal is received (e.g. temperature monitor), emergency authorities will not be notified, and the Center will notify us and may attempt to contact the premises. We will attempt to notify you of the non-emergency signal during normal daytime business hours. You consent to the recording of all telephonic communications between your premises and the Center. In order to avoid repeated signal transmission and reduce resulting false alarms, your burglar alarm system may include a feature that limits the number of activations a protective sensor (e.g. door contact or motion detector) will transmit, and after a sensor is tripped and a signal is sent to the Center, that sensor will not report any further activations until you disarm and then rearm your burglar alarm system. You acknowledge and agree that both you and we are required to comply with all laws rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires enhanced call verification, physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee. We may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving you written notice. You appoint us as your agent to communicate with the Center and we are authorized to change or modify the services provided by the Center and advise the Center of changes to the services and your emergency call list

9. **COMMUNICATIONS FACILITIES.** The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and us will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we makes no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

10. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring service and seek to recover damages. If a false alarm fine or penalty is charged to you or us by any governmental agency, you will pay for the charge. If the System has an audible device, you authorize us enter your premises to turn off the audible device if we are requested or ordered to do so by governmental authorities, neighbors or anyone else, and you will pay our standard service call charge for each such visit.

11. **AFTER-WARRANTY AND NON-WARRANTY SERVICE.** For non-warranty service and at the end of our limited warranty, we will repair the System on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum trip charge for each repair call. See Section 4.2 of our Limited Warranty on how to get repair service. Extended warranty service is available by separate contract. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or an access control system we did not install).

12. **CUSTOMER'S DUTIES.** You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals for the alarm System to the Center in accordance with our instructions, at least monthly. If the alarm System includes space or interior protection (e.g.: infrared, photo-beams or other such detectors) you will turn off, control or remove all things such as animated signs, air conditioning and heating systems that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will complete and give us an emergency instructions and call list form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the persons or telephone numbers on your emergency call list. You agree that we may disclose the information on the emergency instructions and call list form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining film, video tape DVD diskettes or other electronic media for CCTV systems and we do not provide film developing or video editing services. **IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, YOU WILL REPLACE THE BATTERIES AS NEEDED AND AT LEAST ONCE EACH YEAR.** The city or county in which your premises located may require that you obtain a permit for the use and monitoring of the system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the system

have been obtained, and therefore SSS may not begin monitoring until you have obtained at your expense all necessary permits or licenses, and provided us with the license or permit number.

13. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT.** You understand that we may stop or suspend monitoring and repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone service between the System and our Center; (c) you do not pay the service charge due to us, after we have given you ten days notice that we are cancelling service because of non-payment; (d) we are unable to provide service because of some action or ruling by any governmental authority; or (e) you become a debtor in a bankruptcy proceeding. If service is canceled or this agreement is terminated for any reason, you authorize us to remotely disconnect the alarm System communicator from the Center and/or enter your premises to disconnect it from our monitoring equipment and remove our communications prom and software and all of our signs and decals from your premises. If service is suspended because you have failed to pay the services fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing reconnection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR CENTERS.**

14. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, SSS will be relieved of any further obligations hereunder. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors (including the Center) to provide installation, monitoring, repair or other services, and this agreement, and particularly Sections 16 and 17 shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

15. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. If the System is to be installed according to plans and specifications you provide, you agree to pay for any and all costs incurred for any additions, changes, back-charges or corrections necessitated by inaccuracies, errors, discrepancies or changes in such plans and specifications, and we shall not be responsible for any delays caused by such circumstances. We shall not be obligated to do any changes without your first signing and delivering to us, an appropriate change order. **YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

16. **SSS IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.** You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in your premises; (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the systems and services we provide and not on the value of your premises or its contents; (d) alarm systems and monitoring service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our service fail to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises (g) it is difficult to determine in advance how fast the police or fire department, paramedics or others would respond to an alarm signal or request for help; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or services. Therefore, you agree that even if a court decides that our breach of this agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring, repair or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1500.00 or six (6) times the monthly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability instead of the liquidated damages for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

17. **THIRD PARTY INDEMNIFICATION AND SUBROGATION.** If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this agreement, (ii) a failure of the System or services, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

18. **LIMITATION ON LAWSUITS; REFERENCE.** Both SSS and Customer agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this agreement, (other than actions brought by SSS in small claims court to collect amounts due under this agreement) will be settled by a reference proceeding in Yolo County, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time, and shall not be conducted under the Federal Arbitration Act. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

19. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information and personal information to law enforcement or fire service personnel and our subcontractors or assignees for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services we provide under this agreement, and new offerings of systems or services we may make available in the future.

20. **ENTIRE AGREEMENT.** The entire and only agreement between you and SSS is written in this agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR SALES REPRESENTATIVE.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this agreement, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement is performed in the state of California and shall be governed by the laws of California. You agree that a copy of this agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be used

21. **LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95834. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A PATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

7. THE COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: If the Equipment is a part of or includes any security or surveillance equipment or systems, you understand that: (i) we are not an insurer of your property or the personal safety of persons in or on your premises; (ii) you will provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (iv) security and surveillance systems may not always operate properly for various reasons; (v) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if your System fails to operate properly; (vi) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence or a failure of the System.

THEREFORE YOU AGREE:

Even if a court decides that a failure of the System or our negligence or a failure of the System caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone on your premises, you agree that our liability shall be limited to the lesser of \$250.00 or two times your quarterly service fee, if applicable, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory is used to determine that we are liable for the injury or loss.

8. THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from: (i) a failure of the System or services, including maintenance or repair services; (ii) our negligence; (iii) any other improper or careless activity of the Company in providing the System or services, including maintenance services; or (iv) a claim for indemnification or contribution, you will pay to the Company (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other loss and/or costs that we may pay in connection with the harm or damages. Your obligation to repay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your homeowners, business, commercial, industrial or other property insurance policy, you agree to release the Company from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

9. AFTER WARRANTY SERVICE: At the end of our one year limited warranty, we will continue to repair the System at your request from time to time, on a time and materials basis. You will pay our standard parts and labor charges for all repair calls. There will be a one hour minimum visit charge for each repair call. See Section 5.2 of our Limited Warranty on how to get repair service. If you desire, you may enter into an extended warranty agreement - if you have entered into our Maintenance Services Agreement, in case of any conflict with this Agreement, the terms and conditions of that agreement will apply.

10. RIGHT TO STOP WORK: We have the right to stop work and keep the job idle if payments are not made when due. If the work is stopped under an order of any court or other authority, or by the Customer, for a period of 30 days, we may, at our option, upon 5 days written notice, demand and receive payment for all work executed and materials ordered or supplied, and any other loss sustained. If the Customer delays in making any progress payment, we may stop work until the Customer delivers to us, at Customer's expense, a payment bond executed by a corporate surety covering the cost of the balance of work to be performed under this contract.

11. LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL; ATTORNEYS FEES AND COSTS: Both you and we agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident occurred which gave rise to the claim. In addition, any such legal proceeding shall not be heard before a jury; each party gives up and waives any right to a jury trial. If any claim is brought or lawsuit filed under or arising out of this Agreement, or to interpret or enforce the terms hereof or collect any amounts due hereunder, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs of collection.

12. ENTIRE AGREEMENT: The entire and only agreement between you and us with respect to installation of the System is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. If you have given or ever give us a purchase order for the System which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement shall be governed by the laws of the State of California.

13. LICENSING: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

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7. INSTALLATION OF THE SYSTEM. You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You have approved the locations of where the control panel, audible devices, CCTV or access control equipment, and all protective devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make installations and repairs to the premises (such as installing all doors and windows on new construction or remodeled premises and fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, communications services for access control systems, and otherwise provide the proper environment for the Systems as we may reasonably request. If required, you will obtain and pay for all electrical permits, building plan permits and similar items. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed you will tell us within ten (10) days, otherwise the System will have been accepted by you.

8. MONITORING SERVICE. When a burglar alarm signal from the alarm system is received, the Center will first try to telephone your premises, and if there is no answer then the Center may try to telephone the first available person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify your law enforcement agency. The Center will also attempt to contact someone on your emergency call list to advise them that the emergency authorities have been notified. When a fire alarm, waterflow alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the law enforcement agency or fire department or other emergency authorities and the first available person on the emergency call list you give us. The Center reserves the right to verify all alarm signals by using the two-way voice feature of the system, if one has been installed or otherwise before notifying emergency authorities. The Center may choose not to notify emergency authorities if it has reason to believe that an emergency condition does not exist. When a non-emergency signal or supervisory signal is received (e.g. temperature monitor), emergency authorities will not be notified, and the Center will notify us and may attempt to contact the premises. We will attempt to notify you of the non-emergency signal during normal daytime business hours. You consent to the recording of all telephonic communications between your premises and the Center. In order to avoid repeated signal transmission and reduce resulting false alarms, your burglar alarm system may include a feature that limits the number of activations a protective sensor (e.g. door contact or motion detector) will transmit, and after a sensor is tripped and a signal is sent to the Center, that sensor will not report any further activations until you disarm and then rearm your burglar alarm system. You acknowledge and agree that both you and we are required to comply with all laws rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires enhanced call verification, physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee. We may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving you written notice. You appoint us as your agent to communicate with the Center and we are authorized to change or modify the services provided by the Center and advise the Center of changes to the services and your emergency call list

9. COMMUNICATIONS FACILITIES. The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and us will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

10. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring service and seek to recover damages. If a false alarm fine or penalty is charged to you or us by any governmental agency, you will pay for the charge. If the System has an audible device, you authorize us enter your premises to turn off the audible device if we are requested or ordered to do so by governmental authorities, neighbors or anyone else, and you will pay our standard service call charge for each such visit.

11. AFTER-WARRANTY AND NON-WARRANTY SERVICE. For non-warranty service and at the end of our limited warranty, we will repair the System on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum trip charge for each repair call. See Section 4.2 of our Limited Warranty on how to get repair service. Extended warranty service is available by separate contract. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or an access control system we did not install).

12. CUSTOMER'S DUTIES. You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals for the alarm System to the Center in accordance with our instructions, at least monthly. If the alarm System includes space or interior protection (e.g.: infrared, photo-beams or other such detectors) you will turn off, control or remove all things such as animated signs, air conditioning and heating systems that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will complete and give us an emergency instructions and call list form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the persons or telephone numbers on your emergency call list. You agree that we may disclose the information on the emergency instructions and call list form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining film, video tape DVD diskettes or other electronic media for CCTV systems and we do not provide film developing or video editing services. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, YOU WILL REPLACE THE BATTERIES AS NEEDED AND AT LEAST ONCE EACH YEAR. The city or county in which your premises located may require that you obtain a permit for the use and monitoring of the system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the system

have been obtained, and therefore SSS may not begin monitoring until you have obtained at your expense all necessary permits or licenses, and provided us with the license or permit number.

13. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone service between the System and our Center; (c) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (d) we are unable to provide service because of some action or ruling by any governmental authority; or (e) you become a debtor in a bankruptcy proceeding. If service is canceled or this agreement is terminated for any reason, you authorize us to remotely disconnect the alarm System communicator from the Center and/or enter your premises to disconnect it from our monitoring equipment and remove our communications prom and software and all of our signs and decals from your premises. If service is suspended because you have failed to pay the services fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing reconnection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR CENTERS.

14. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, SSS will be relieved of any further obligations hereunder. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors (including the Center) to provide installation, monitoring, repair or other services, and this agreement, and particularly Sections 16 and 17 shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

15. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. If the System is to be installed according to plans and specifications you provide, you agree to pay for any and all costs incurred for any additions, changes, back-charges or corrections necessitated by inaccuracies, errors, discrepancies or changes in such plans and specifications, and we shall not be responsible for any delays caused by such circumstances. We shall not be obligated to do any changes without you first signing and delivering to us, an appropriate change order. YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

16. SSS IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in your premises; (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the systems and services we provide and not on the value of your premises or its contents; (d) alarm systems and monitoring service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our service fail to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises (g) it is difficult to determine in advance how fast the police or fire department, paramedics or others would respond to an alarm signal or request for help; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or services. Therefore, you agree that even if a court decides that our breach of this agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring, repair or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1500.00 or six (6) times the monthly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability instead of the liquidated damages for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

17. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this agreement, (ii) a failure of the System or services, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

18. LIMITATION ON LAWSUITS; REFERENCE. Both SSS and Customer agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this agreement, (other than actions brought by SSS in small claims court to collect amounts due under this agreement) will be settled by a reference proceeding in Yolo County, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time, and shall not be conducted under the Federal Arbitration Act. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

19. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information and personal information to law enforcement or fire service personnel and our subcontractors or assignees for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services we provide under this agreement, and new offerings of systems or services we may make available in the future.

20. ENTIRE AGREEMENT. The entire and only agreement between you and SSS is written in this agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR SALES REPRESENTATIVE. If you have given or ever give us a purchase order for the System or service which provides for different terms than this agreement, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement is performed in the state of California and shall be governed by the laws of California. You agree that a copy of this agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be used

21. LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95834. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A PATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.



Staff Report to City Council

FOR THE DECEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Rotation of City Council Officers: Mayor and Mayor Pro Tem

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and provide staff with direction.

Summary/Background

The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs. The rotation is typically accomplished by nominations to fill both seats and motions approving the nominations. This is not an election year so the statutory requirements and policy processes for choosing a Mayor and Mayor Pro Tem following the declaration of election results are not applicable.

On October 23, 2019, the Council adopted the following policy regarding the selection of Mayor and Mayor Pro Tem:

“The Council’s general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position. The Council reserves discretion to vary from this policy and the procedures it establishes.

1. The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:
 - A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.
 - B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members elected.
2. This is the process the Council will follow each time a Mayor and Mayor Pro Tem is selected:

- A. The Mayor Pro Tem shall be seated as Mayor.
- B. The Council shall by majority vote of a quorum present and voting select one of its members to serve as Mayor Pro Tem
- C. Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position
- D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.”

If the Council follows this most recently adopted policy, then Mayor Pro Tem Burruss will assume the role of Mayor and another member of the City Council will be seated as Mayor Pro Tem. The policy preserves the Council’s discretion to vary from the established rotation.

There is no legally defined process by which Council members are nominated for the office of Mayor or Mayor Pro Tem. Robert’s Rules of Order does not require nominations to be seconded, but Colfax has never formally adopted Robert’s Rules as its parliamentary procedure. The custom in Colfax is for nominations to be made and seconded. Once all nominations are made, those for which a second has also been made are voted on. The first nominee to receive the required number of votes is then seated.

The Council policy requires a majority vote of a quorum present and voting to select its Mayor and Mayor Pro Tem. If four or five Council members are present and voting, three affirmative votes are required to make the selection. If three Council members are present and voting, two affirmative votes are required to make the selection.

Selection of Mayor and Mayor Pro Tem is uniquely a function of the Council. The Council establishes City Policy which staff is bound to implement. It is not appropriate for staff to become involved in the Council’s selection of its officers except to provide factual information for Council’s consideration.