



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR WILL STOCKWIN • MAYOR PRO TEM MARNIE MENDOZA
COUNCILMEMBERS • STEVE HARVEY • KIM DOUGLASS

REGULAR MEETING AGENDA

May 9, 2018

Regular Session 7:00 PM

1. CALL TO ORDER

- 1A. **Call Open Session to Order**
- 1B. **Pledge of Allegiance**
- 1C. **Roll Call**
- 1D. **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.

2. CONSENT CALENDAR

Matters on the Consent Agenda 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

- 2A. **Minutes – Regular meeting April 25, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of April 25, 2018.

3. PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

4. COUNCIL, STAFF AND OTHER REPORTS

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.

- 4A. **Committee Reports and Colfax Informational Items - All Councilmembers**
- 4B. **City Operations Update – City staff**
- 4C. **Additional Reports – Agency partners**

5. COUNCIL BUSINESS

- 5A. **East Church Street to Railroad Street Connect Pavement Project**

Staff Presentation: Chris J. Clardy, Community Services Director

Recommendation: Discuss and consider adopting Resolution 32-2018 authorizing the City Manager to execute an agreement with Simpson and Simpson to pave the East Church Street to Railroad Street Connector Pavement Project in an amount not to exceed \$30,000.



5B. Public Works Corporation Yard Security System

Staff Presentation: Chris J. Clardy, Community Services Director

Recommendation: Discuss and consider adopting Resolution 33-2018 authorizing the City Manager to enter into a sixty month agreement with Safe Side Security Inc. for the purpose of providing security equipment and monitoring of the City of Colfax Public Works Corporation Yard, in an amount not to exceed \$12,500.

5C. Sheriff Contract Renewal

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 34-2018 authorizing the City Manager to execute a contract extension with the Placer County Sheriff-Coroner-Marshall's Office, including the recovery of 193 hours of the reduced service, in an amount not to exceed \$676,152 for Fiscal Year 2018/ 2019.

6. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

Informal 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.

7. ADJOURNMENT

I, Lorraine Cassidy, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.


Lorraine Cassidy, City Clerk

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





City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, April 25, 2018
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. **Call to Order**

Mayor Stockwin called the meeting to order at 6:59PM.

1B. **Pledge of Allegiance**

Fred Abbott, City of Colfax event liaison, led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

1D. **Approval of Agenda Order**

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, the City Council approved the agenda order.

AYES: Douglass, Harvey, Mendoza, Stockwin

2 CONSENT CALENDAR

2A. **Minutes - Regular Meeting April 11, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of April 11, 2018.

2B. **Cash Summary Report – March 2018**

Recommendation: Accept and file.

2C. **Sales and Use Taxes**

Recommendation: For information only.

2D. **Quarterly Investment Report**

Recommendation: Receive and file.

2E. **Maidu Village Development Proposal CEQA Document Preparation – Contract for Professional Services**

Recommendation: Adopt Resolution 28-2018 authorizing the City Manager to execute an agreement with The RCH Group for the Maidu Village Development Project CEQA Analysis in an amount not to exceed \$39,100.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the Consent Calendar.

AYES: Douglass, Harvey, Mendoza, Stockwin

3 PUBLIC COMMENT

Manuel Carrasco, area resident

- Mr. Carrasco explained his goal to create a community-led effort to purchase the theater and host events that would appeal to every segment of the City.
- He invited everyone to join him at the theater on April 26, 2018 at 7:00PM. The new “Friends of the Colfax Theater” will meet with the realtor and the current owners to discuss possibilities for the future of the theater.

Karyn Furry, area resident

- Read her protest letter for the Proposition 218 Wastewater Rate Study process to council and submitted the letter to the City Clerk.

4 COUNCIL, STAFF, AND OTHER REPORTS**4A. Committee Reports and Colfax Informational Items – All Councilmembers***Councilmember Harvey*

- Councilmember Harvey represented Colfax on the Placer County Air Quality Control Board.

Councilmember Douglass

- Councilmember Douglass represented the City at several board meetings: Project Go, the Sierra Vista Community Center, Sacramento Area Council of Governments, the Placer County Economic Development Board and Pioneer Energy.
- He suggested everyone in the community attend the Sierra Vista Community Center board meetings on the 3rd Wednesday of each month at 6:00PM.
- Councilmember Douglass also attended the Chamber of Commerce mixer at Lumenaris.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza toured the Placer County Sheriff's Office with the Emergency Services Contract ad hoc committee (Mayor Stockwin, City Manager Heathcock, Sergeant Ty Conners).
- She attended a demonstration of the 211 system in Nevada County which serves as a hub for the community to access resources. She would like to see Placer County create a 211 system as well.
- The senior health program presented by Dr. Blevins addressed stopping smoking.

Mayor Stockwin

- Mayor Stockwin also attended the Placer Sheriff's Office Tour. The 5% administration fee which is included in the Sheriff Services contract covers everything from the Bomb Squad to Dispatch. It is well worth the City's costs.
- He represented the City at the Placer County Mosquito and Vector Control District board meeting.
- Mayor Stockwin gave a rain report: With 2 inches since the last meeting; the season stands at 48.7 inches. Placer County Water Agency has declared this a normal water year.
- Mayor Stockwin announced Placer County Sheriff Office will be conducting a "Drug Take Back" day on Saturday April 28th from 10:00AM-2:00PM at the Substation.

4B. City Operations – City Staff*City Manager Heathcock*

- City Manager Heathcock remarked the flyer for the "Drug Take Back" event and a packet of information pertaining to the Sewer Rate Study are both available at the back table.
- He informed Council the Roundabout Project is at 70% of design and still below budget.
- The East Church Access Road repair is budgeted and should be on the next agenda.
- The City is still working with the Water Board for modification of the loan terms and Supervisor Montgomery will be writing a letter of support.

4C. Additional Reports – Agency Partners*Chief Brian Eagan, Colfax Fire Department Battalion Chief*

- Chief Eagan informed Council fire permits will be needed from May 1st until sometime in July when the burn season will end.

- CalFire staffing will increase beginning May 7th for the upcoming fire season.

Frank Klein, President of Colfax Area Chamber of Commerce

- Mr. Klein thanked Council and City staff for attending the successful Chamber Mixer at Lumenaris. About 40 people attended.
- He invited everyone to the next Chamber Mixer to be held at Lighthouse Realty on May 15th from 5:30PM-7:30PM.

Sharon Connors and Foxey McCleary, Sierra Vista Community Center

- Ms. McCleary and Ms. Connors updated Council on the Sierra Vista Community Center event schedule for the spring season.

Fred Abbott, Event Liaison

- Mr. Abbott updated Council on the organizations he has been working with for upcoming events: Sierra Vista Community Center, Chamber of Commerce, Lions Club and Soroptomist Club.

5 COUNCIL BUSINESS

5A. **Pond 1 Levee Project, Award of Contract**

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Discuss and consider adopting Resolution 29-2018:

1. Authorizing the City Manager to execute a contract with Diamond D General Engineering, Inc. for construction of the Wastewater Treatment Plant Pond 1 Levee Project in the amount of \$168,988 with a contingency of up to \$16,899; and,
2. Authorizing the City Manager to engage Coastland Engineering to perform construction management and inspection of the project in an amount not to exceed \$21,000.

City Engineer Schilling explained this budgeted item went to bid in the Fall of 2017 but only 2 bids were entered. Staff and Council chose to reject all bids and reopen the bidding this spring. The Pond 1 Levee is crucial for balancing the flow of influent to the Wastewater Treatment Plant. The second bid process brought in 4 bids with the lowest responsible bidder coming in at just over \$168,000. Staff is requesting a 10% contingency of \$16,000 and engineering inspection fees of \$21,000 to bring the total cost to \$206,000 which is \$80,000 over the budgeted amount. As this a necessary fix to stabilize the plant, staff recommends moving forward with the project.

Councilmember Harvey noted the bids from 2017 were at \$188,000 and \$195,000.

City Manager Heathcock stated the new bids also reflect added features which will enhance the functionality of the project.

Chris Dion commented, stating Council is spending too much money.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 29-2018 by the following vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

5B. **2018 ADA Improvements Project, Design Approval and Bid Authorization**

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Discuss and consider adopting Resolution 30-2018 approving the design for the City of Colfax 2018 ADA Improvements Project and authorizing the City Manager to advertise for construction bids.

City Engineer Dane Schilling stated this ADA project is also a budgeted item. The ADA Transition Plan was adopted last year along with budget funds to tackle projects in order of priority. The ramps near City Hall have been designed and are ready to go out to bid with Council's approval.

Council asked a few questions to clarify product types and construction details.

There was no comment from the public.

On a motion by Councilmember Harvey, and a second by Mayor Pro Tem Mendoza, Council approved Resolution 30-2018 by the following vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

5C. **USDA – Rural Development Community Facilities Grant**

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Adopt Resolution 31-2018 accepting the United States Department of Agriculture (USDA) – Rural Development Community Facilities Grant for purchase of new City Rescue Vehicle and Wildland Fire Protection Equipment.

Finance Director Van Groningen stated staff is rebuilding a relationship with USDA to benefit from grants and low interest loans in the future. The grant before Council is a \$30,000 Rural Development Community Facilities Grant. The only requirement of the City is for Council to accept the grant.

Councilmember Harvey asked if this is related to CDBG funding and learned it is not.

Finance Director Van Groningen stated this grant will cover 23% of the cost of the Fire Vehicle.

On a motion by Mayor Pro Tem Mendoza, and a second by Councilmember Harvey, Council approved Resolution 30-2018 by the following unanimous vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

6 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

Mayor Pro Tem Mendoza noted the Placer County Homeless Resource number is: 1-833-3Placer. She announced the Soroptomist Cinco de Mayo celebration behind Roy Toms Plaza from 4-8PM. Councilmember Douglass announced the “3-Mile Grade” of I-80 above Colfax will be closed from May 2nd-4th for construction.

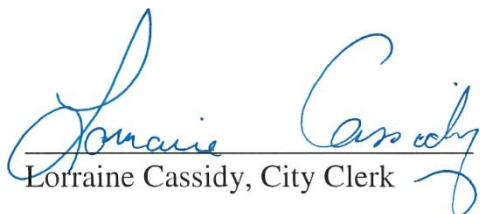
He mentioned the Sewer Rate FAQ’s help understand the history behind City sewer rates.

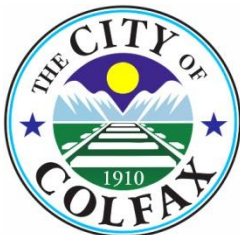
Mayor Stockwin reminded everyone that treating wastewater is expensive.

7 ADJOURNMENT

As there was no further business, Mayor Stockwin adjourned the meeting at 7:54PM.

Respectfully submitted to City Council this 9th day of May, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 9, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE: May 2, 2018
SUBJECT: East Church Street to Railroad Street Connector Pavement Project

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$30,000.00	FROM FUND: 250-000
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 32-2018 authorizing the City Manager to execute an agreement with Simpson and Simpson to pave the East Church Street to Railroad Street Connector Pavement Project in an amount not to exceed \$30,000.

SUMMARY:

The connector road between East Church Street and Railroad Street has eroded substantially over the years to the point it is unsafe to travel. The City has barricaded the connector closed, pending repaving. The City Council approved the budget for this project in the current year budget as part of the Capital Improvement Program.

The proposed scope of work for the East Church Street to Railroad Street Connector Pavement Project includes:

1. Remove approximately 2,890 square feet of material (185ft x 14ft, plus 300sqft tie in at top of road),
2. Backfill holes,
3. Finish the grade for proper drainage,
4. Place, water, and compact six inches of 3/4 inch Class "2" base rock,
5. Install, compact, and smooth three inches (after compaction) of hot asphalt.

To help with drainage:

6. Install 160 feet of Class "A" asphalt dyke with back fill
7. Remove 14 feet of existing concrete drain and short gutter,
8. Reinstall 14 feet of gutter with full length curb and
9. Raise one utility box to grade.

Staff solicited quotes from two pavement companies. The cost breakdown based on the requested scope is as follows:

Contractor	Total Cost
Simpson & Simpson	\$26,490
Central Valley Engineering & Asphalt	\$66,014

Based on the above costs and detail of scope provided to staff, staff is recommending the City Council authorize the City Manager to sign a contract agreement with Simpson & Simpson Inc. in an amount not to exceed \$30,000 which includes a 10% contingency.

FISCAL IMPACT:

The pavement project will be funded from the restricted funds 250-000 approved in the Fiscal Year Budget 2017/18 in the amount of \$37,000. The total cost for the project is \$30,000 which includes a 10% contingency.

ATTACHMENTS:

1. Resolution 32-2018
2. Quotes

**City of Colfax
City Council**

Resolution № 32-2018

AUTHORIZING THE CITY MANAGER TO CONTRACT WITH SIMPSON AND SIMPSON, INC. TO PAVE THE EAST CHURCH STREET TO RAILROAD STREET CONNECTOR PAVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$30,000.

WHEREAS, the connector road between East Church Street and Railroad Street has eroded substantially and is unsafe for normal travel; and,

WHEREAS, on June 14, 2017, City Council approved streets and roads funding in the Fiscal Year 2017/18 Budget; and,

WHEREAS, City staff obtained competitive government bids from two qualified pavement contractors; and,

WHEREAS, City staff is recommending approving the contract agreement from Simpson & Simpson Inc. based on cost and scope of work provided.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Simpson & Simpson in the form attached for an amount not to exceed \$30,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 9th day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

PROPOSAL AND CONTRACT
Simpson & Simpson inc.
Since 1948

License ;A-184056
Tel: 530-885-4354

PO BOX 6746 Auburn Ca 95604
10001 Ophir Road Newcastle Ca 95658

.City Of Colfax
.PO BOX 702
.Colfax Ca 95713

.786-6001 .5/1/18
Job location: Railroad St
chris.clardy@colfax-ca.gov

Circle options as desired

Total payable amount is due at completion of job

Proposal prepared by: Steve Simpson

This proposal may be withdrawn by us if not accepted in: 10 days

We propose to hereby furnish material and labor complete in accordance with below specifications.
Quote expires:6/1/18 To better see how its done, check out our web site: www.simpsonpaving.com

Railroad Street, hill behind rail car 14' wide before dyke

Main road

- Remove stumps and dispose of off site.
Back fill holes with compacted grindings.
Grind all existing asphalt in place and re-compact into subgrade.
Finish grade area as necessary for proper drainage.
Place, water and compact 6 inches (97 tons) of 3/4 inch class 2 baserock on 2890 sqft.
Install and compact smooth 3 inches (after compaction) of hot asphalt on 2890 sqft.
Install shoulders on both sides of new asphalt.....\$19,575.00

Dyke

Install 160' of class A asphalt dyke and back fill with compacted on site material.....\$4390.00

Concrete curb and gutter

Remove 14' of existing gutter and short gutter.
Reinstall 14' of gutter with a full length curb (14').....\$2250.00

Raise one utility box at top of hill.....\$275.00

Based on prevailing wage.

Prices are based on square footage, thickness and quantities stated above, any alterations will affect prices quoted.
Owner is encouraged to verify that square footage will cover area desired.

Terms and Conditions

- Due to not knowing what utilities are in the roadway, any damage caused by our procedures will be repaired on a time and material basis.
Job to be done weather and schedule permitting
Any soft spots or unsuitable materials found will be removed on a time and materials basis.
No guarantee against damage caused by weather conditions
Due to expansive soil conditions, we cannot guarantee against cracking.
No guarantee against damage due to heavy equipment
We will not be responsible for damage to underground utilities not located and shown to us prior to job start.
Payments received later than 7 days after completion of job are subject to 1.5% finance charge

Acceptance of proposal

All material is guaranteed to be as specified. All work to be completed
in a workman like manner according to standard practices.
Our workers are fully covered by workers compensation insurance.

Signature _____

Date of acceptance _____

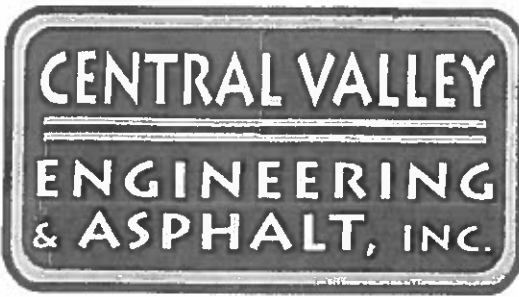


PROPOSAL & CONSTRUCTION CONTRACT

Central Valley Engineering & Asphalt * 216 Kenroy Lane * Roseville, CA 95678
 phone (916) 791-1609 * fax (916) 791-6424
 CA Lic# 773404 * DIR Registration # 1000001249

Project Name:	E.Church Street to Railroad Street Connector		
Project Location:	Between E Church and Railroad, Colfax	Estimator:	Bob Leppek
Proposal Prepared For:	City of Colfax		
Owner/Contractor Name:	City of Colfax		
Contact Name:	Chris Clardy	Phone:	530-368-2150
Street Address:	33 South Main Street	Fax:	
City, State, Zip:	Colfax, Ca 95713	Email:	Chris.clardy@colfax-ca.gov

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
<p>Area is 185' x 14' plus an additional 300SF tie in on E Church St.</p> <p>Remove and dispose of two tree stumps. Remove and replace 14 LF curb and gutter. Finish grade for proper drainage and compaction. Import, place and compact 6" Class 2 AB over 2,890 SF. Import, place and compact 3" HMA over 2,890 SF. Import, place and compact shoulder backing, each side. Install 160 LF asphalt dike at edge of pavement. Adjust one utility box to new grade.</p> <p>Note - CVE&A holds no liability if the hillside is unable to support the new load/current design.</p>	1.00	LS	\$ 66,014.00	\$ 66,014.00
PROPOSAL TOTAL				\$ 66,014.00



PROPOSAL & CONSTRUCTION CONTRACT

Central Valley Engineering & Asphalt * 216 Kenroy Lane * Roseville, CA 95678
 phone (916) 791-1609 * fax (916) 791-6424
 CA Lic# 773404 * DIR Registration # 1000001249

Project Name:	E.Church Street to Railroad Street Connector		
Project Location:	Between E Church and Railroad, Colfax	Estimator:	Bob Leppke
Proposal Prepared For:	City of Colfax		
Owner/Contractor Name:	City of Colfax		
Contact Name:	Chris Clardy	Phone:	530-368-2150
Street Address:	33 South Main Street	Fax:	
City, State, Zip:	Colfax, Ca 95713	Email:	Chris.clardy@colfax-ca.gov

CREDIT TERMS:

Our terms are net 30.
 All invoices are due and payable 30 days from invoice date.
 Interest shall be applied at a rate of 1.5% per month to all late payments.

Accepted by:

City of Colfax

Date

Accepted by:

Central Valley Engineering & Asphalt

Date

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **10th day of May, 2018** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Simpson & Simpson Inc.** (“Contractor”).

RECITALS

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all-inclusive compensation that shall

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

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor 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 Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

subcontractor.

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

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

Section 7. Subcontracts.

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

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

Agreement.

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Contractor and the necessary City officials before the extra and/or changed Services are provided.

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

Contractor 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 Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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If to Contractor: Simpson & Simpson Inc.
PO Box 6746
Auburn, CA 95604

Section 23. Execution.

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

Section 24. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney’s Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

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

CITY

CONTRACTOR

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

To furnish all material and labor to complete the paving of the connector road between E. Church St. and Railroad St. in accordance with the specifications below.

Main road

- Remove stumps and dispose of off-site.
- Back fill holes with compacted grindings.
- Grind all existing asphalt in place and re-compact into subgrade.
- Finish grade area as necessary for proper drainage.
- Place, water and compact 6 inches (97 tons) of ¾ inch class 2 base rock on 2890sqft.
- Install and compact smooth 3 inches (after compaction) of hot asphalt on 2890sqft.
- Install shoulders on both sides of new asphalt.

Dyke

- Install 160' of class "A" asphalt dyke and back fill with compacted on site material.

Concrete curb and gutter

- Remove 14' of existing gutter and short gutter.
- Reinstall 14' of gutter with a full length curb (14').

Raise one utility box at top of hill.

All work to be completed within 30 days of agreement acceptance as per the quote provided by Simpson & Simpson of \$26,490.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 9, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE: May 2, 2018
SUBJECT: Public Works Corporation Yard Security System

N/A FUNDED UN-FUNDED AMOUNT: \$12,500 FUND: 100-500

RECOMMENDED ACTION: Adopt Resolution 33-2018 authorizing the City Manager to enter into a sixty month agreement with Safe Side Security Inc. for the purpose of providing security equipment and monitoring of the City of Colfax Public Works Corporation Yard, in an amount not to exceed \$12,500.

DISCUSSION AND SUMMARY:

The City of Colfax Public Works Corporation Yard (the Corp Yard) has had a series of break-ins, intruder activity, and property loss. In February of 2018, over \$10,000 dollars of equipment including with the DVR recorder from the old security system was stolen and not recovered.

As a result, staff has spent several months researching to find an effective, monitored intrusion detection solution. Staff has concluded the best system for the facility is a verified video system (Videofied). When Videofied is armed, it responds to motion events by sending both an alarm signal and a short video clip to the monitoring station. The clip would be used to verify an unauthorized intrusion and law enforcement would be notified while a verified intrusion is in progress. Because the Corp Yard is in a remote location and response time of law enforcement can be delayed, multiple high definition cameras will be placed in strategic locations for possible facial recognition purposes.

Staff solicited quotes from three security companies for sixty month lease agreements. The cost breakdown based on the requested style and sizes is as follows:

Contractor	Monthly Cost	Total Cost	Comments
Safe Side Security Inc.	\$189.00	\$11,340	Videofied System w/ HD Cameras on network
Bay Alarm	\$194.00	\$11,680	Videofied System w/ Globe Cameras on NVR
Stanley Security	\$226.77	\$13,606.20	Videofied System

Based on the above costs and equipment provided staff is recommending the City Council authorize the City Manager to sign a sixty month lease agreement with Safe Side Security in an amount not to exceed \$12,500 which includes a 10% contingency.

ATTACHMENTS:

1. Resolution 33-2018
2. Quotes

City of Colfax

City Council

Resolution № 33-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY MONTH AGREEMENT WITH SAFE SIDE SECURITY, INC. FOR THE PURPOSE OF PROVIDING SECURITY EQUIPMENT AND MONITORING OF THE CITY OF COLFAX PUBLIC WORKS CORPORATION YARD IN AN AMOUNT NOT TO EXCEED \$12,500

WHEREAS, the public works facility has a history of intruder activity and property loss; and,

WHEREAS, City staff requested proposals from three qualified security firms for competitive government bids; and,

WHEREAS, City staff is recommending approving the lease agreement from Safe Side Security based on cost and equipment provided.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a sixty month agreement with Safe Side Security in the form attached in an amount not to exceed \$12,500.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 9th day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



Safe Side Security, Inc.

1240 Commerce Ave. Suite C
Woodland, CA 95776
530/662-1144 Fax 530/662-4859
License # ACO 3558 CA-616354 (C-10)

PROPOSAL ITEM 5B

3 of 20

PROPOSAL No. City of Colfax
Proposal Date: 4/26/2018
Sales Person: Peter Saar
Site Contact: Chris Clardy
Telephone: 530/368-2150
Email: chris.clardy@colfax-ca.gov

Prepared for:
City of Colfax
attn: Chris Clardy
33 South Main Street
Zamora, CA 95698
Colfax 95713

Job Site:
City of Colfax
attn: Chris Clardy
250 Rising Sun
Colfax, CA 95713

Qty	Description	Part Number	Amount
1.00	Installation of Videofied System		\$85.00 / Month
1.00	Commercial Indoor Panel w IP	WIP620	
1.00	12vdc Power Adapter	PP4	
5.00	Indoor Wireless Motion Viewer	IMV601	
3.00	Outdoor Wireless Dual Motion Viewer	OMV-VX601	
1.00	Horizontal Prox Card Arming Station	BR651	
10.00	Prox Tag	VT 100	
2.00	Man Hours of Labor	Prevailing Wage Labor	
3.00	Man Hours of Labor	Prevailing Wage Labor	
1.00	<u>Video Monitoring Service</u>		
1.00	Monthly Monitoring Service		\$75.00 / Month
	<u>Video Monitoring Service</u>		
	IP Monitoring Service are reliant on customers Internet stability. All Video transmissions are sent via secure Internet connection.		
1.00	<u>Annual Maintenance</u>		\$20.00 / Month
	Smart Phone App for Remote Arming and Disarming		
	Priority Service		
	20% Reduction in Service Rates		
	Annual Inspection & Cleaning		
	Note: Annual Maintenance and the Monthly Fees do not cover theft of Motion Viewers, Batteries or additional Service Calls.		
1.00	<u>Installation of WiFi Cameras</u>		\$9.00 / Month
2.00	EZ Viz WiFi Cameras		

Due Upon Installation \$ 495.00

Total Monthly Fee (60 month agreement) \$ 189.00

This proposal may be withdrawn by us if not accepted within 120 Days

Please sign below to indicate your acceptance of this proposal. Signature below acts as "Notice to Proceed". (FAX 530/662-4859) pjh@safeside.com

Signature _____

Title _____

Date Signed _____



CORPORATE OFFICE
60 Berry Drive, Pacheco, CA 94553-5601
P.O. Box 8140 • Walnut Creek, CA 94596-8140
Direct: (925) 935-1100 • FAX: (925) 947-1020

A Family Business Since 1946
Cal Lic. ACO 28
Contractor's Lic. #880138

www.bayalarm.com
Sales: 1-800-610-1000
Service: 1-800-470-1000

Bay Guard Video Detection System:

- (1) Videofied Alarm Panel – Secured Location
- (1) Cellular Communication Unit (Bay Alarm Communication Network)
- (1) Alpha Keypad – At Gate
- (5) 40ft Motion Viewers (See Map)
- (1) Nema Outdoor Enclosure – At Gate
- (1) Fob Reader For Arming & Disarming – At Gate
- (20) Key Fobs – To Use For Arming/Disarming
- * Catch View – All Verified Clips Emailed to Customer

System Fees:

60 Month—

Onetime installation charge	\$ 1,034.00
Monthly monitoring, service and maintenance	\$ 164.00

36 Month—

Onetime installation charge	\$ 1,415.00
Monthly monitoring, service and maintenance	\$ 187.00

CCTV IP Camera System:

- (1) 4 Channel NVR Recorder – In Tool Storage Room
- (2) Dome Vandal Proof Cameras (See Map)
- (2) Outdoor Dome Camera Mounts
- * Bay Alarm to Program for Remote Monitoring

System Fees:

60 Month—

Onetime installation charge	\$ 635.00
Monthly service and maintenance	\$ 30.00

36 Month—

Onetime installation charge	\$ 1,155.00
Monthly Service and maintenance	\$ 38.00

Scope of Work: City of Colfax, Corp Yard - Monitored Verified Video**Customer Theory of Operation:**

The City of Colfax has experienced intruder activity and property loss at their corp yard and is looking for an effective, monitored intrusion detection solution. A site visit indicates that this facility would benefit most from a verified video system that, when armed, would respond to motion events by sending both an alarm signal and a short video clip to the Stanley monitoring station. The clip would be used to verify intrusion and police would be contacted with notification of verified intrusion in progress. Verified intrusion with visual evidence is a priority response event for police. Event video clips can be emailed to local authorities for their use in their response as well as to our customer.

- Stanley CSS will provide, install, test and provide training for the following equipment:
- One (1) Outdoor rated Control Panel with IP and cellular communication capabilities as well as wireless connection to the system devices.
- One (1) SIM card for the cellular connection to the Stanley monitoring station.
- One (1) PP4 12 volt transformer with 4 alkaline backup batteries for powering the control panel. A 120VAC outlet will be needed for the system.
- One (1) vertical keypad. The keypad is useful for programming the system as well as for the use of arming codes
- One (1) prox tag (fobs) reader for system arming and disarming.
- Ten (10) prox tags (fobs)
- One (1) wireless siren/strobe
- Three (3) Videofied OMV601MB Outdoor Motion Viewers with 40 feet infrared illumination in a 90° arc (lithium battery powered, wireless)
- Six (6) Videofied IMV601 Indoor Motion Viewers with infrared illumination up to 23 feet (lithium battery powered, wireless.)

Customer Equipment Notes:

The monthly monitoring fee includes the cellular communication data plan, so no separate cellular service is needed.

Solution: Integrated Solution

Quote: City of Colfax, Corp Yard - Monitored Verified Video

Equipment		
Quantity	Part Number	Description
1.00	GL-XTOIPKIT1	XTOIPKIT1 L4 PANEL KIT INCLUDES: (1) BR651 ARMING DEVICE: PROX TAG ARMING STATION (INCLUDES 1 PROX TAG); (1) XMA621 ARMING DEVICE: VERTICAL ALPHA KEYPAD; (1) UPL200 UPLINK SIM CARD; (1) XTO-IP630 OUTDOOR CONTROL PANEL - EXTREME TEMP W/ENCL W/IP AND 3G GELLULAR MODEM; (1) OMV601MB COMMERCIAL OUTDOOR MOTIONVIEWER INCLUDES MOUNTING ARM KIT (INLCUDES 4 PIR LENSES, MASKING KIT AND INPUT/OUTPUT TERMINALS); (1) PP1- PANEL POWER OPTION: 4 D-GELL LITHIUM BATTERIES LSH 20
1.00	CL-CRS200	SIM CARD - TELIT - AT&T
1.00	PP4	PANEL POWER OPTION: 12V DC POWER ADAPTER W/4 E95 VP
2.00	OMV601MB	COMMERCIAL OUTDOOR MOTIONVIEWER INCLUDES MOUNTING ARM KIT (INLCUDES 4 PIR LENSES, MASKING KIT AND INPUT/OUTPUT TERMINALS)
6.00	IMV601	SLIMLINE INDOOR MOTIONVIEWER (NO MOUNTING BRACKET REQUIRED)

Existing Equipment		

Labor		
Quantity	Description	
1.00	90 Days Warranty	
12.00	INSTALL LABOR NORMAL HOURS	
1.00	INSTALLATION TRIP CHARGE	
0.00	ENGINEERING AND COMMISSIONING FEE	

Services Schedule of Protection

After reviewing your requirements, STANLEY CSS recommends to furnish the following services:

Quote: City of Colfax, Corp Yard - Monitored Verified Video

Services		
Quantity	Service Name	Service Description
3.00	eVideo Alarm Verification - Using Videofied Controlled Outdoor Solution *	(VIEW CLIPS, RECORD & AUTO E-MAIL) UTILIZING A CUSTOMER'S VIDEOFIED SYSTEM, PNC AUTOMATICALLY RECEIVES AN ALARM SIGNAL WITH A 10 SECOND VIDEO CLIP WHENEVER AN ALARM OCCURS. UPON REVIEW OF THE VIDEO CLIP, PNC FOLLOWS THE CUSTOMER'S RESPONSE PLAN. UPON REQUEST, PNC TEAM WILL SET UP AUTOMATIC E-MAIL DELIVERY OF ALARM VIDEO CLIPS TO BE SENT TO THE CUSTOMER E-MAIL ADDRESS. INCLUDES ONLINE REPORTS TO VIEW AND SHARE RECORDED CLIPS WITH ASSOCIATED EVENT INFORMATION. 15 ALARMS PER MONTH PER SYSTEM LIMIT, ADDITIONAL FEES MAY BE CHARGED FOR EXCESSIVE SIGNAL ACTIVITY. FIELD OF VIEW IS LIMITED TO THE VIDEOFIED SYSTEM'S CAPABILITY AND POSITIONING. INCLUDES E-SUBSCRIBE - REPORT SUBSCRIPTIONS ON DEMAND. NOTE - CELLULAR SERVICE PLAN AND INTRUSION ALARM MONITORING ARE INCLUDED IN RMR PRICING.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Summary - Investment Information

STANLEY Security Direct

Pricing and Deposit Terms

Total Installation Price*:	\$5,253.06
Up-front Deposit*:	\$0.00
Total Monthly Fee*:	\$117.73
Payment Frequency:	Monthly

*Monthly fee includes optional service plan, \$55,68 of the monthly monitoring and service fee amount.

STANLEY SecurityPlus Zero Down

Pricing and Deposit Terms

Total Installation Price*:	\$0.00
Up-front Deposit*:	\$0.00
Total Monthly Fee*:	\$226.77
Payment Frequency:	Monthly

*Monthly fee covers the equipment lease, monitoring & data plan, plus service as described in the "Services" section. Fee is based on a 60 month agreement.

STANLEY to Also Provide:

- ✓ Equipment and installation using low voltage wire
- ✓ System setup, test and inspection
- ✓ Customer training
- ✓ Owner's manuals
- ✓ Completed drawing showing device locations

Customer to Provide:

120 vac Power Outlets, Access to Device Locations, All Patching & Painting, Lighting Conditions for CCTV,

Delays in Installation

Abnormal idle time that is incurred by STANLEY Convergent Security Solutions, Inc. employees due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates. All work will be scheduled for normal working hours, Monday through Friday.

Next Steps

In conclusion, we thank you for the opportunity to present our security solutions to address your business needs. We believe these solutions will meet and exceed your business requirements and look forward to working together to implement our solution. Again, we feel the strength of our organization is in our ability to deliver locally in every market. We are eager to be your trusted business partner that will continue to grow with your business. Should you need additional references, we are always ready to demonstrate our past success.

Price Protection:

All prices quoted are valid for ninety (90) days from the date of this recommendation.

NOTE: Equal quality part from a different manufacturer may be substituted to overcome delivery problems or replacement of discontinued items. Substituted item will be of equal or greater value and will meet or exceed original parts specifications.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **10th** day of **May, 2018** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Safe Side Security Inc.** ("Consultant").

RECITALS

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

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for

death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

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

- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

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

- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If

within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Safe Side Security Inc.
 1240 Commerce Ave. Suite C
 Woodland, CA 95776

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

To provide installation, maintenance, and monitoring services pursuant to the needs of the City of Colfax's Public Works Corporation Yard.

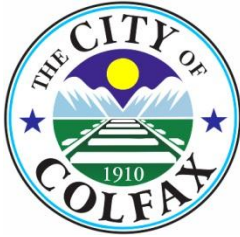
- **Installation of Videofied System**
 - 1 – Commercial Indoor Panel w/ IP (WIP620)
 - 1 – 12vdc Power Adapter (PP4)
 - 5 – Indoor Wireless Motion Viewer (IMV601)
 - 3 – Outdoor Wireless Dual Motion Viewer (OMV-VX601)
 - 1 – Horizontal Prox Card Arming Station (BR651)
 - 10 – Prox Tag (VT 100)

- **Installation of WIFI Cameras**
 - 2 – EZ Viz WiFi Cameras

- **Annual Maintenance**
 - Smart Phone App for remote arming and disarming
 - 20% reduction in service rates
 - Annual inspection & cleaning

- **Video Monitoring Service**
 - Provide monitoring services 24 hours a day, 7 days a week, and 365 days a year for a 60 month period.
 - Notify law enforcement immediately upon verification of unauthorized intruder.
 - Video clip sent to representatives email address.

All installation work to be completed within 21 days of agreement acceptance. The contract shall not exceed \$12,500



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 09, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: May 1, 2018
SUBJECT: Sheriff Contract Renewal

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:\$676,152	FROM FUND: 100-300, 218-000
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 34-218 authorizing the City Manager to enter into a contract extension with the Placer County Sheriff-Coroner-Marshall’s Office, including the recovery of 193 hours of the reduced services, in an amount not to exceed \$676,152 for Fiscal Year 2018/2019.

DISCUSSION AND SUMMARY:

Effective July 1, 2016, the City and Placer County executed an amendment to the agreement for the provision of law enforcement services by the Placer County Sheriff–Coroner-Marshals Office (PCSO). The contract must be amended yearly due to annual adjustments which account for increases in salaries, liability insurance, vehicle rates and overall cost of living. Placer County is mandated for sheriff salary adjustments by voter approved Proposition F*.

The current amendment to the contract expires June 30, 2018. Staff and the Emergency Services Contract Renewal Subcommittee conducted a negotiation of service levels and costs. The City received two cost proposals from PCSO that included the mandatory Proposition F increase, increased services, and a revised direct labor and overhead percentage cost.

The first proposal (Proposal A) included staying with the current service level with an increase of \$9,233, or 1.42%. The current service model includes reduced services hours on Thursday through Sunday from 7:30AM to 9:30AM, which equates to 386 reduced hours annually. The total contract costs with current reduced hours (Proposal A) would be \$657,318.

The second proposal (Proposal B) included recovering half of the reduced services hours for an increase of \$28,067 or 4.33%. The proposal included recovering 193 hours of the reduced service level by increasing the patrol on Saturday and Sunday to begin at 7:30AM. The total contract costs under Proposal B would be \$676,152.

The Emergency Services Subcommittee reviewed the stats from July 2017 to March 2018 pertaining to the non-emergency calls for service that were deferred until a patrol officer was on duty during the reduced hours. During that period, non-emergency 53 calls for service were delayed until an officer was available. Recovering the reduced hours on Saturday and Sunday would have the best value for the community based on the information provided by Sergeant Ty Conners.

RECOMMENDATION AND FINANCIAL IMPACT:

The Emergency Services Subcommittee recommendation is to accept the expanded hours cost proposal in Proposal B based on the healthy surplus the City has built-up with the recent change in the economy and the desire to provide improved law enforcement coverage for the community. If the economy adversely impacts the City's financial position in the future, the reduced hours could be adjusted back to the 386 hours. The contracted amount for Proposal B is \$676,152 from Funds 100-300 and 218-000.

ATTACHMENTS:

1. Resolution 34-2018
2. Colfax 2018/19 Proposal A
3. Colfax 2018/19 Proposal B
4. 2018-2019 Amendment 3 and Exhibit A

**Measure F was a local initiative sponsored by the Placer County Deputy Sheriff's Association (PCDSA) and passed by the voters of Placer County, effective in 1977. Measure F, codified in Placer County Code § 3.12 040 (Appendix A) and its express terms, are mandatory. Measure F provides the required method for annually determining and setting salaries for specified peace officer classes in Placer County. The Measure F formula requires the County to annually: (1) determine maximum salaries for comparable classes of positions, as listed, in the 3 surrounding counties, El Dorado, Nevada and Sacramento; (2) calculate the average maximum salaries for those three agencies; and then, (3) set the salary of the Placer County comparable employees at a level equal to the average maximum salary of the other three counties. The required average maximums are used to set the salaries for the classifications of Undersheriff, Captain, Lieutenant, Sergeant, and Deputy Sheriff II, effective the first full pay period in February.*

City of Colfax

City Council

Resolution № 34-2018

AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH THE PLACER COUNTY SHERIFF-CORONER-MARSHAL'S OFFICE, INCLUDING THE RECOVERY OF 193 HOURS OF THE REDUCED SERVICES, IN AN AMOUNT NOT TO EXCEED \$676,152 FOR FISCAL YEAR 2018/2019

WHEREAS, the County of Placer, Office of the Sheriff-Coroner-Marshal ("County") and the City of Colfax ("City") have previously contracted for the provision of law enforcement services; and

WHEREAS, the City has had outstanding services provided by the County of Placer for law enforcement services; and

WHEREAS, the City Council has determined that it is in the best interests of the City to approve a Contract with Placer County to continue providing law enforcement services, and recover the Saturday and Sunday (193 hours annually) portions of the service hours which were reduced during the economic downturn.

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

The City Manager is hereby authorized to:

1. Execute on behalf of the City, an Agreement for Law Enforcement Services between the County of Placer Office of Sheriff-Coroner-Marshal for fiscal year 2018-2019 in the amount of \$676,152,

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 9th day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

PLACER COUNTY SHERIFF'S OFFICE
CONTRACT SERVICES
FISCAL YEAR 2017/2018
Proposal A

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2017-2018 Hrly Rate	2018-2019 Hrly Rate	2017-2018 Cost	2018-2019 Cost	Increase/Decrease
0.5	Sergeant	Regular Pay	2080	1040	109.38	111.58	\$ 113,754	\$ 116,039	\$ 2,285
0.5	Sergeant	Overtime	120	60	96.28	108.62	\$ 5,777	\$ 6,517	\$ 740
0.5	Sergeant	Holiday Overtime	48	24	135.10	150.70	\$ 3,242	\$ 3,617	\$ 375
2.25	Deputy II	Regular Pay *	2080	4294	88.41	87.66	\$ 379,620	\$ 376,416	\$ (3,204)
2.25	Deputy II	Overtime	127	285.75	74.66	84.78	\$ 21,335	\$ 24,226	\$ 2,891
2.25	Deputy II	Holiday Overtime	48	108	103.47	115.15	\$ 11,175	\$ 12,436	\$ 1,261
0.1	Detective (Deputy II)	Regular Pay	2080	208	88.41	99.82	\$ 18,389	\$ 20,762	\$ 2,373
0.1	Detective (Deputy II)	Overtime	127	12.7	74.66	95.54	\$ 948	\$ 1,213	\$ 265
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	103.47	130.81	\$ 497	\$ 628	\$ 131
Total Personnel Costs							\$ 554,737	\$ 561,854	\$ 7,117

OTHER COSTS:

Item	Description	2017-2018 Cost	2018-2019 Cost	Increase/Decrease
Communication	Telecomm System Access and Radio Costs	\$ 15,866	\$ 16,890	\$ 1,024
Direct Administrative Support	5% overhead costs	\$ 30,287	\$ 28,093	\$ (2,194)
Equipment & Supplies	Equipment & Supplies	\$ 10,000	\$ 10,000	\$ -
Training	Traffic accident investigation and radar/lidar training 40 hour each	\$ 7,125	\$ 7,013	\$ (112)
Vehicle Expenses	2.85 vehicles @ \$5.54 per hour	\$ 30,070	\$ 33,468	\$ 3,398
Total Other Costs		\$ 93,348	\$ 95,463	\$ 2,116

Total Contract Costs	\$ 648,085	\$ 657,318	\$ 9,233
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Total Contract Change	1.42%
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18-19 Base Quarterly Payments	\$ 164,329.38
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* 386 hr reduction in DS II Regular Time

Holidays - 13 - 8 hour holidays a year
Training

PLACER COUNTY SHERIFF'S OFFICE
CONTRACT SERVICES
FISCAL YEAR 2017/2018
Proposal B

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2017-2018 Hrly Rate	2018-2019 Hrly Rate	2017-2018 Cost	2018-2019 Cost	Increase/Decrease
0.5	Sergeant	Regular Pay	2080	1040	109.38	111.58	\$ 113,754	\$ 116,039	\$ 2,285
0.5	Sergeant	Overtime	120	60	96.28	108.62	\$ 5,777	\$ 6,517	\$ 740
0.5	Sergeant	Holiday Overtime	48	24	135.10	150.70	\$ 3,242	\$ 3,617	\$ 375
2.25	Deputy II	Regular Pay *	2080	4487	88.41	87.66	\$ 379,620	\$ 393,335	\$ 13,715
2.25	Deputy II	Overtime	127	285.75	74.66	84.78	\$ 21,335	\$ 24,226	\$ 2,891
2.25	Deputy II	Holiday Overtime	48	108	103.47	115.15	\$ 11,175	\$ 12,436	\$ 1,261
0.1	Detective (Deputy II)	Regular Pay	2080	208	88.41	99.82	\$ 18,389	\$ 20,762	\$ 2,373
0.1	Detective (Deputy II)	Overtime	127	12.7	74.66	95.54	\$ 948	\$ 1,213	\$ 265
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	103.47	130.81	\$ 497	\$ 628	\$ 131
Total Personnel Costs							\$ 554,737	\$ 578,773	\$ 24,036

OTHER COSTS:

Item	Description	2017-2018 Cost	2018-2019 Cost	Increase/Decrease
Communication	Telecomm System Access and Radio Costs	\$ 15,866	\$ 16,890	\$ 1,024
Direct Administrative Support	5% overhead costs	\$ 30,287	\$ 28,939	\$ (1,348)
Equipment & Supplies	Equipment & Supplies	\$ 10,000	\$ 10,000	\$ -
Training	Traffic accident investigation and radar/lidar training 40 hour each	\$ 7,125	\$ 7,013	\$ (112)
Vehicle Expenses	2.85 vehicles @ \$5.54 per hour	\$ 30,070	\$ 34,537	\$ 4,468
Total Other Costs		\$ 93,348	\$ 97,379	\$ 4,032

Total Contract Costs	\$ 648,085	\$ 676,152	\$ 28,067
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Total Contract Change	4.33%
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18-19 Base Quarterly Payments	\$ 169,037.98
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* 196 hr reduction in DS II Regular Time

Holidays - 13 - 8 hour holidays a year
Training

BEGINS: July 1, 2018

CONTRACT NO. 13508

ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

AMENDMENT NO. 3

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and the City of Colfax to update the annual cost of providing law enforcement services for FY 2018-19

THIS AMENDEMENT No. 3 of contract No. 13508 is made as of July 1, 2018, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY".

The original contract No. 13508 is hereby amended as follows:

Section 1 DURATION OF CONTRACT: This agreement shall commence on July 1, 2018 for a period of one year, expiring on June 30, 2019, unless terminated under conditions of Section 2.

Section 6 PAYMENT FOR SERVICES: The cost of performing law enforcement services for the year beginning July 1, 2018 through June 30, 2019, both dates inclusive, will be agreed to in the amount of \$676,152 (SIX HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED FIFTY TWO DOLLARS) per attached Exhibit A. This sum shall be paid in four equal quarterly installments of \$169,038 (ONE HUNDRED SIXTY NINE THOUSAND AND THIRY EIGHT DOLLARS) to be paid on September 1, 2018; December 1, 2018; March 1, 2019; and June 1, 2019. The COUNTY will provide an amendment adjusting salaries, liability insurance, vehicle rates, and cost of living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this amendment the day and year first written above.

CITY OF COLFAX

COUNTY OF PLACER

BY: _____
CITY MANAGER, CITY OF COLFAX

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

BY: _____
COUNTY COUNSEL

PLACER COUNTY SHERIFF'S OFFICE CITY OF COLFAX -
 CONTRACT SERVICES FISCAL YEAR 2018/2019
 Exhibit A

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2017-2018 Hrly Rate	2018-2019 Hrly Rate	2017-2018 Cost	2018-2019 Cost	Increase/Decrease
0.5	Sergeant	Regular Pay	2080	1040	109.38	111.58	\$ 113,754	\$ 116,039	\$ 2,285
0.5	Sergeant	Overtime	120	60	96.28	108.62	\$ 5,777	\$ 6,517	\$ 740
0.5	Sergeant	Holiday Overtime	48	24	135.10	150.70	\$ 3,242	\$ 3,617	\$ 375
2.25	Deputy II	Regular Pay *	2080	4487	88.41	87.66	\$ 379,620	\$ 393,335	\$ 13,715
2.25	Deputy II	Overtime	127	285.75	74.66	84.78	\$ 21,335	\$ 24,226	\$ 2,891
2.25	Deputy II	Holiday Overtime	48	108	103.47	115.15	\$ 11,175	\$ 12,436	\$ 1,261
0.1	Detective (Deputy II)	Regular Pay	2080	208	88.41	99.82	\$ 18,389	\$ 20,762	\$ 2,373
0.1	Detective (Deputy II)	Overtime	127	12.7	74.66	95.54	\$ 948	\$ 1,213	\$ 265
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	103.47	130.81	\$ 497	\$ 628	\$ 131
Total Personnel Costs							\$ 554,737	\$ 578,773	\$ 24,036

OTHER COSTS:

Item	Description	2017-2018 Cost	2018-2019 Cost	Increase/Decrease
Communication	Telecomm System Access and Radio Costs	\$ 15,866	\$ 16,890	\$ 1,024
Direct Administrative Support	5% overhead costs	\$ 30,287	\$ 28,939	\$ (1,348)
Equipment & Supplies	Equipment & Supplies	\$ 10,000	\$ 10,000	\$ -
Training	Traffic accident investigation and radar/lidar training 40 hour each	\$ 7,125	\$ 7,013	\$ (112)
Vehicle Expenses	2.85 vehicles @ \$5.54 per hour	\$ 30,070	\$ 34,537	\$ 4,468
Total Other Costs		\$ 93,348	\$ 97,379	\$ 4,032

Total Contract Costs	\$ 648,085	\$ 676,152	\$ 28,067
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Total Contract Change	4.33%
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18-19 Base Quarterly Payments	\$ 169,037.98
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* 193 hr reduction in DS II Regular Time

Holidays - 13 - 8 hour holidays a year
 Training