

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

June 23, 2021

Regular Session: 6:00PM

This meeting will be held at Colfax City Hall, 33 South Main Street, along with an option to join via zoom if preferred:

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/84330071070>

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

843 3007 1070

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

Submit public comments to the City Clerk via email at city.clerk@colfax-ca.gov, by mail to PO Box 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713 by 4pm on the day of the meeting.

Comments received will be submitted to Council and made part of the record.

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

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

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **Approval of Agenda Order**

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

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

3 AGENCY REPORTS

3A. **Placer County Sheriff**

3B. **CHP**

3C. **City of Colfax Volunteer Fire Department/PCFD**

4 PRESENTATION

4A. **PG&E PSPS Wildfire Season Update** *(pages 5-28)*

Presentation: Brandon Sanders



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

June 23, 2021

Page 1 of 4

- 4B. **Placer County Fire and Emergency Preparedness Update** (pages 29-38)
Presentation: Chief Brian Estes

5 PUBLIC HEARING

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

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

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

- 5A. **Delinquent Sewer Service Charges and Refuse Collection Fees** (pages 39-48)
Presentation: Laurie Van Groningen
Recommendation: Conduct a public hearing to consider public and staff comments and adopt separate Resolutions __-2021 and __-2021 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2021-2022.

6 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 6A. **Cash Summary - May 2021** (pages 49-62)
Recommendation: Accept and file.
- 6B. **Fiscal Year 2021-2022 Rate Adjustments** (pages 63-65)
Recommendation: Information Only.
- 6C. **Memorandum of Understanding with the Stationary Engineers Union Local 39** (pages 66-94)
Recommendation: Adopt Resolution No. __-2021, authorizing the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2021 through June 30, 2026.
- 6D. **Animal Control Contract** (pages 95-104)
Recommendation: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a three year term in an amount not to exceed \$75,901.
(Pages 105-134)
- 6E. **Wastewater Backup Diesel Powered Generator Replacement Project – Rosendin Electric**
Recommendation: Adopt Resolution __-2021 authorizing the City Manager to execute a



Construction Services Agreement with Rosendin Electric to replace five existing backup diesel generators at the sewer collection lift stations and Wastewater Treatment Plant in an amount not to exceed \$447,569, which includes a 10% contingency.

6F. **Wastewater Treatment Plant Construction Grant Final Design and Construction Support – Wood Rodgers Agreement** (pages 135-156)

Recommendation: By Resolution __-2021, authorize the City Manager to into an agreement with Wood Rodgers to perform the final design and construction support tasks outlined in the attached proposal in an amount not-to exceed \$555,560.

6G. **Minutes** (pages 157-161)

Recommendation: By Motion, approve the Colfax City Council minutes of 6/9/2021.

*** end of consent calendar ***

7 PUBLIC COMMENT

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

8 COUNCIL AND STAFF

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

8A. **Committee Reports and Colfax Informational Items – All Councilmembers**

8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

9A. **Cooperative Fire Services Agreement with Placer County and Amendment of Colfax Municipal Code Chapter 2.28 (Fire Department)** (pages 162-182)

Presentation: Alfred A. “Mick” Cabral, City Attorney

Recommendation:

(1) Discuss and Consider Adopting Resolution __-2021 authorizing the City Manager to execute a 3-year Cooperative Agreement with Placer County to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Colfax.

(2) Introduce By Title Only, Waive The First Reading and Continue for Public Hearing, Second Reading and possible adoption at the July 14, 2021 Regular Meeting an Ordinance amending Colfax Municipal Code Chapter 2.28 (Fire Department).

9B. **Mutual Threat Zone Agreement with CalFIRE** (pages 183-190)

Presentation: Wes Heathcock, City Manager

Recommendation: Adopt Resolution ___-2021 authorizing the City Manager to execute a Mutual Threat Zone Agreement with CalFIRE Nevada – Yuba – Placer Unit.



9C. **Council Committee Assignments – Pioneer Energy Board (Primary) and Placer County Transportation Planning Agency (Alternate)** (pages 191-193)

Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and assign committee assignments for the Pioneer Energy Board (Primary) and Placer County Transportation Planning Agency (Alternate).

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

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

Amy M. Lind

Amy Lind, Interim City Clerk

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



Community Wildfire Safety Program

CITY OF COLFAX

June 23, 2021



Safety

General Safety Tips



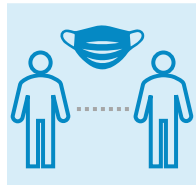
Identify two exit routes from your current work area in the event of a fire or other emergency.



“Drop, cover and hold” in the event of an earthquake.



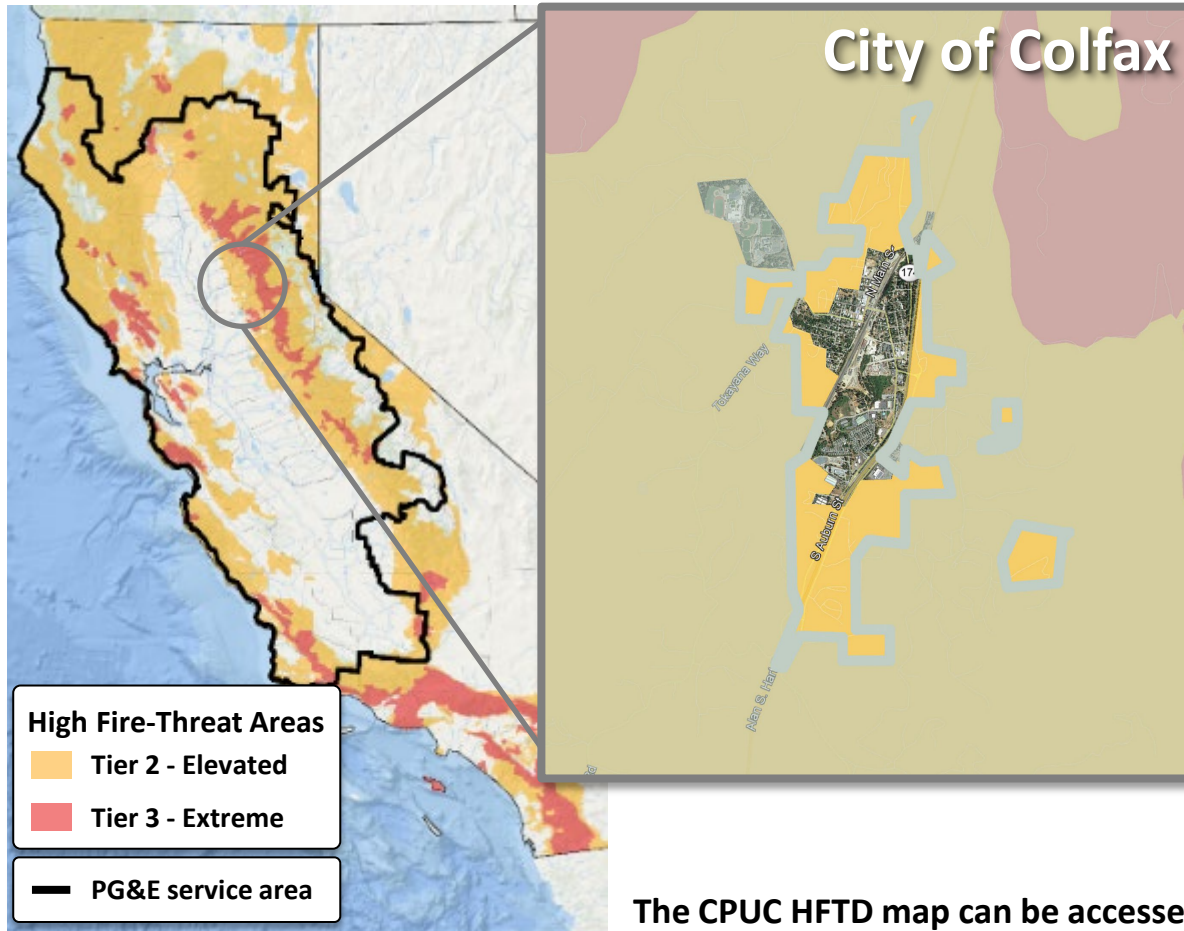
Notify emergency services if you are in danger. You can also ask for help by putting a message in the chat function of this meeting.



Follow COVID-19 safety precautions including wearing a mask in public, practicing social distancing and washing your hands to prevent the spread.

Wildfire Risks Across PG&E's Service Area

The California Public Utilities Commission (CPUC) has a map that designates areas that are most at risk for wildfire. This map helps us plan and prioritize wildfire prevention efforts.



PLACER COUNTY		
	Total Customers Served	105,548
	Customers in HFTD	21,320
	Total Distribution Line Miles	1,792
	Distribution Line Miles in HFTD	956
	Total Transmission Line Miles	344
	Transmission Line Miles in HFTD	171

The CPUC HFTD map can be accessed at:

cpuc.ca.gov/FireThreatMaps



Source: California Public Utilities Commission

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Community Wildfire Safety Program



REDUCE WILDFIRE POTENTIAL

- Asset inspection and repair
- Enhanced vegetation management (EVM)
- System hardening
- Targeted device replacement
- Public Safety Power Shutoffs (PSPS)

IMPROVE SITUATIONAL AWARENESS

- Wildfire Safety Operations Center
- Weather stations
- High-definition cameras
- Meteorology
- Satellite detection
- Bolster field-based wildfire expertise for program validation

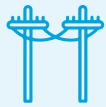
REDUCE IMPACTS OF PSPS EVENTS

- Focus on areas of highest risk
- Continuously improve based on feedback and past experience
- Further expand our ongoing coordination with and support for customers and communities
- Enhanced microgrid capability

What's New in 2021

We are continuing to harden our electric grid to reduce wildfire risks, working nonstop to lessen the impact of Public Safety Power Shutoffs (PSPS) and providing more resources to customers and communities before, during and after PSPS events.

REDUCING WILDFIRE RISKS



System hardening on: **180**
CIRCUIT MILES



Tracking conditions with: **300**
NEW WEATHER STATIONS



Enhanced vegetation management on: **1,800**
HIGH-RISK CIRCUIT MILES



Monitoring for wildfires with: **135**
NEW HIGH-DEF CAMERAS

REDUCING PSPS IMPACTS



Limiting the number of customers impacted by installing **275+** additional distribution sectionalizing devices and transmission switches



Weather modeling improvements and **5 days** of forecast data



Helping to keep the power on with **10** substations prepared for temporary generation and **5** additional microgrids constructed to power key community resources

SUPPORTING CUSTOMERS AND COMMUNITIES



Customer notifications in **16 languages** and new **Address Alerts** to keep informed about any address



~**5,000 batteries** available, covering all interested low-income Medical Baseline customers in high fire-threat areas



Targeting **additional ADA-accessible Community Resource Center sites**



Meal replacement options for customers in **46 counties**



Targeting **additional partnerships** with Community-Based Organizations to support customers with Access and Functional Needs



Placer County Overview

Quarterly progress updates are available at:

Item 4A
pge.com/wildfiresafety

WILDFIRE SAFETY AND CUSTOMER SUPPORT PROGRAM EFFORTS

	COMPLETE THROUGH 2020*		2021 PROGRESS		2021 PLAN
System Hardening Stronger poles, covered power lines and/or targeted undergrounding	3 LINE MILES		0 LINE MILES		0 LINE MILES
Sectionalizing Devices Separating the grid into small sections for operational flexibility	33 DEVICES		0 DEVICES		0 DEVICES
Enhanced Vegetation Management Address vegetation that poses a higher potential for wildfire risk	84 LINE MILES		6 LINE MILES		86 LINE MILES
Community Resource Centers (CRC) Provide basic power needs and up-to-date information	5 INDOOR	5 OUTDOOR	5 INDOOR	5 OUTDOOR	ONGOING†
Weather Stations Enhancing weather forecasting and modeling	18 STATIONS		1 STATION		ONGOING‡
High-Definition Cameras Improving real-time monitoring of high-risk areas and conditions	8 CAMERAS		0 CAMERAS		ONGOING‡

*Cumulative progress from 2018 through 2020.

†CRC planning for 2021 is conducted in coordination with local agencies/tribes and is ongoing.

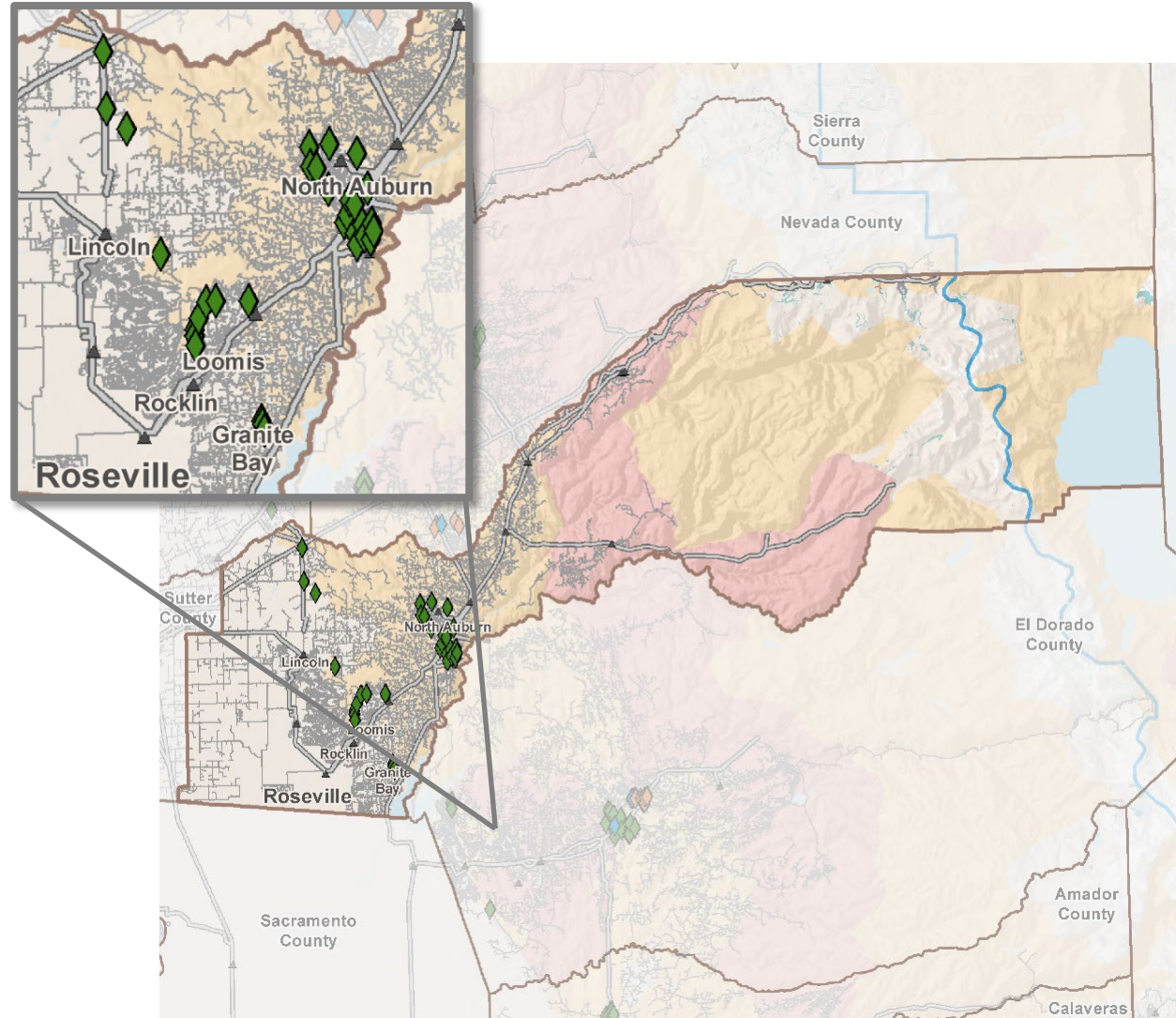
‡Identified on a monthly basis.

Installing Sectionalizing Devices to Reduce the Scope of PSPS

We're installing new sectionalizing devices to limit the number of customers impacted during a Public Safety Power Shutoff event.

COMPLETE* **33 Devices**

- High Fire Threat District Tier 3 - Extreme
- High Fire Threat District Tier 2 - Elevated
- High Fire Threat District Tier 1 - No HFTD
- PG&E Substation
- Sectionalizing devices installed in 2019 & 2020



Locations are approximate and may overlap.

*Cumulative progress from 2019 through April 30, 2021. †Location subject to change.
 Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

System Hardening in Placer County

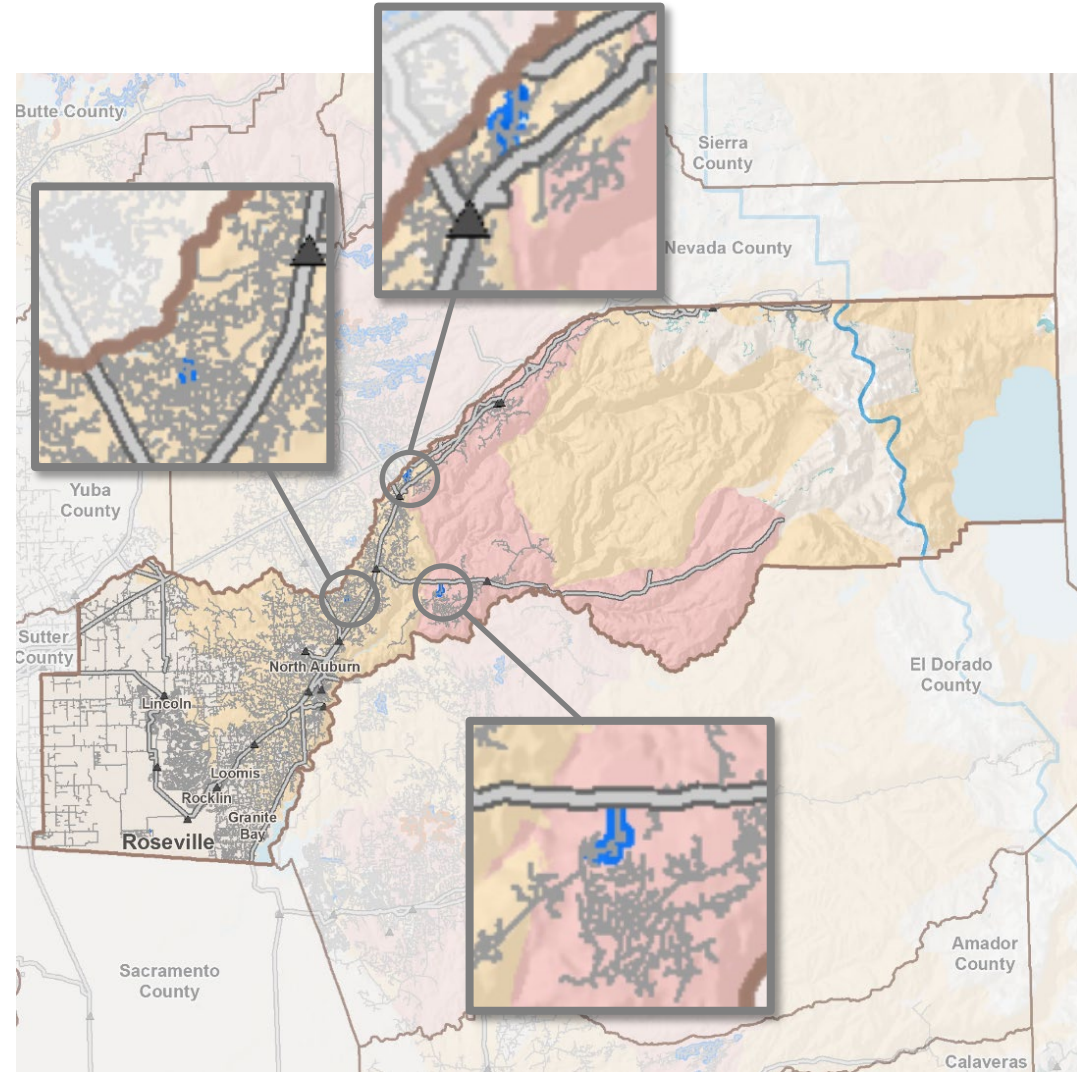
We are installing stronger poles, covered power lines and conducting targeted undergrounding to further reduce wildfire risks.

System hardening will:

- Enhance long-term safety, especially during times of high fire-threat
- Improve reliability during winter
- In certain cases, reduce PSPS event impacts

COMPLETE* **3 Line Miles**

Completed System Hardening work

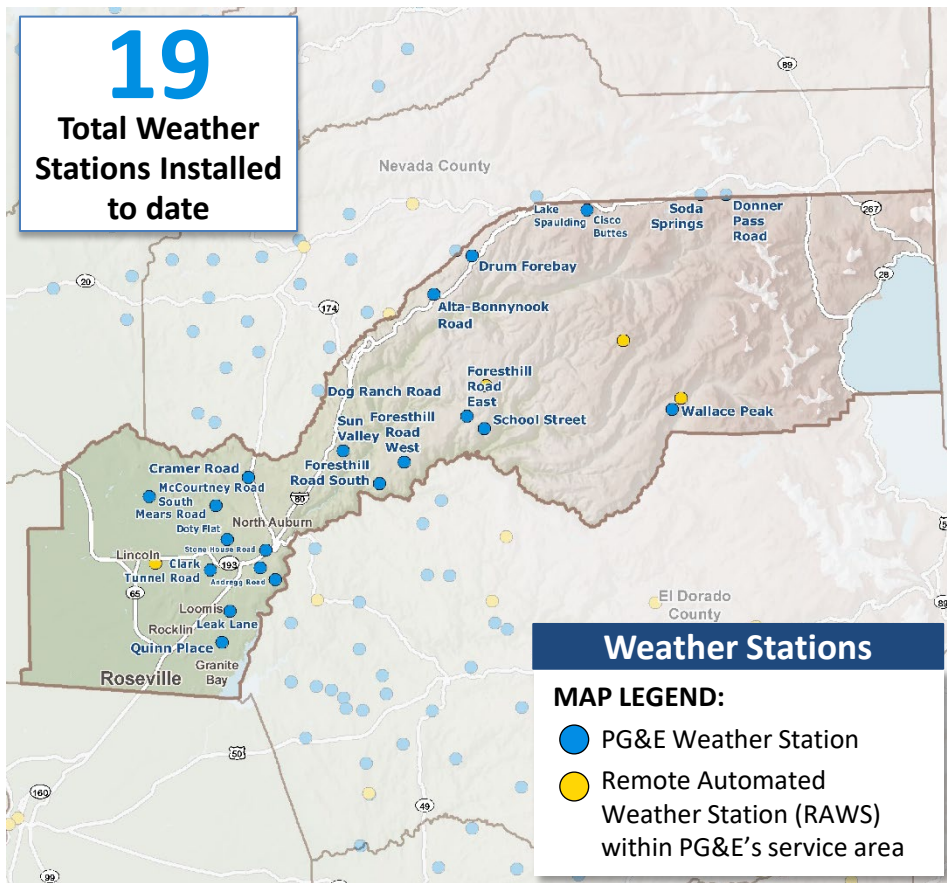


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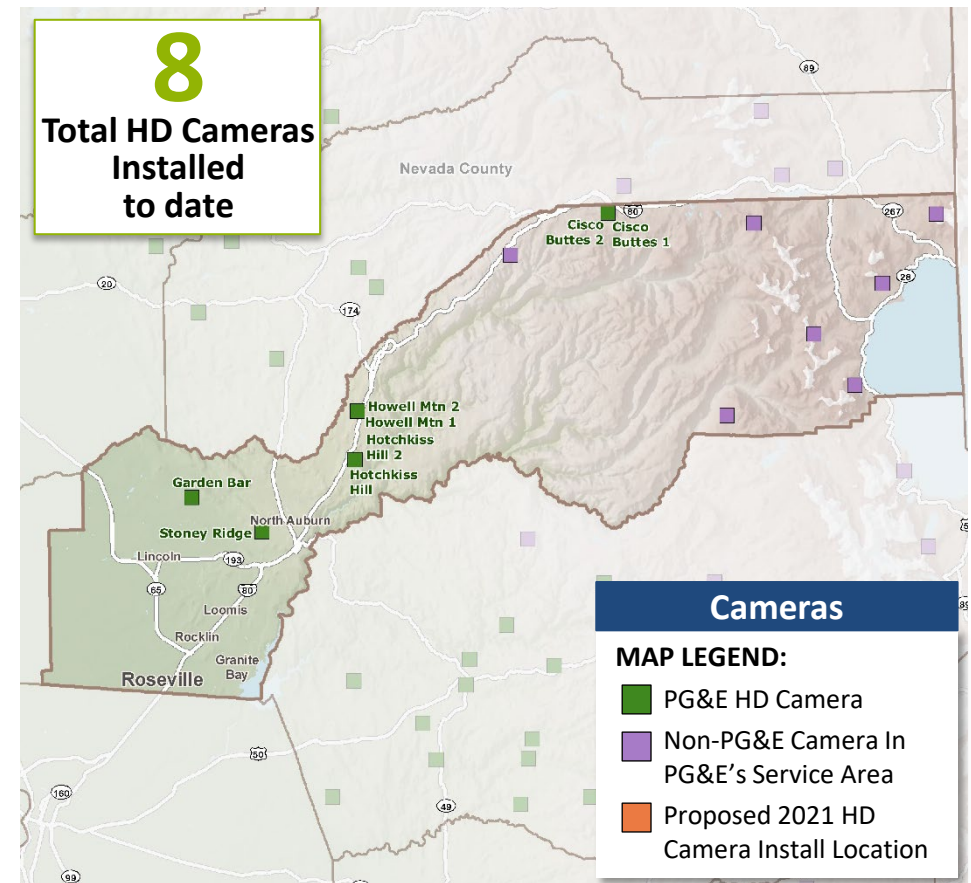
Weather Stations and Cameras in Placer County

We are adding weather stations and supporting the installation of cameras to better monitor severe weather that can impact our system so we can proactively respond to potential threats.

✓ 2021 COMPLETE 1 STATION



✓ 2021 COMPLETE 0 CAMERAS



Local work plans are subject to change. Locations are approximate and may overlap.

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Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

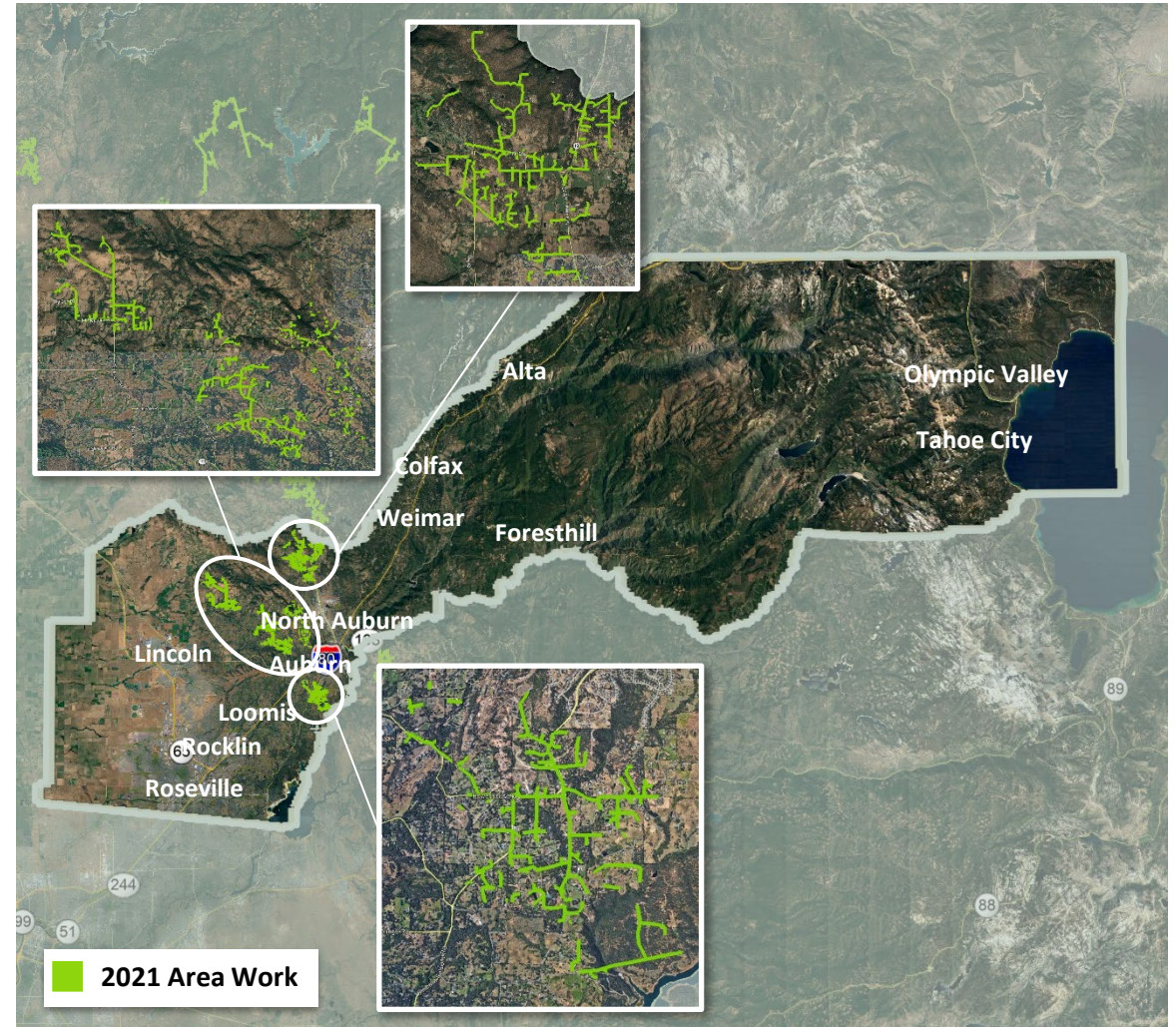
Conducting Enhanced Vegetation Work in Placer County

We are exceeding state vegetation and fire safety standards by addressing vegetation that poses a higher potential for wildfire risk to maximize the safety of our customers and communities.

84 line miles completed through 2020 

2021 TARGET: 86 high-risk miles

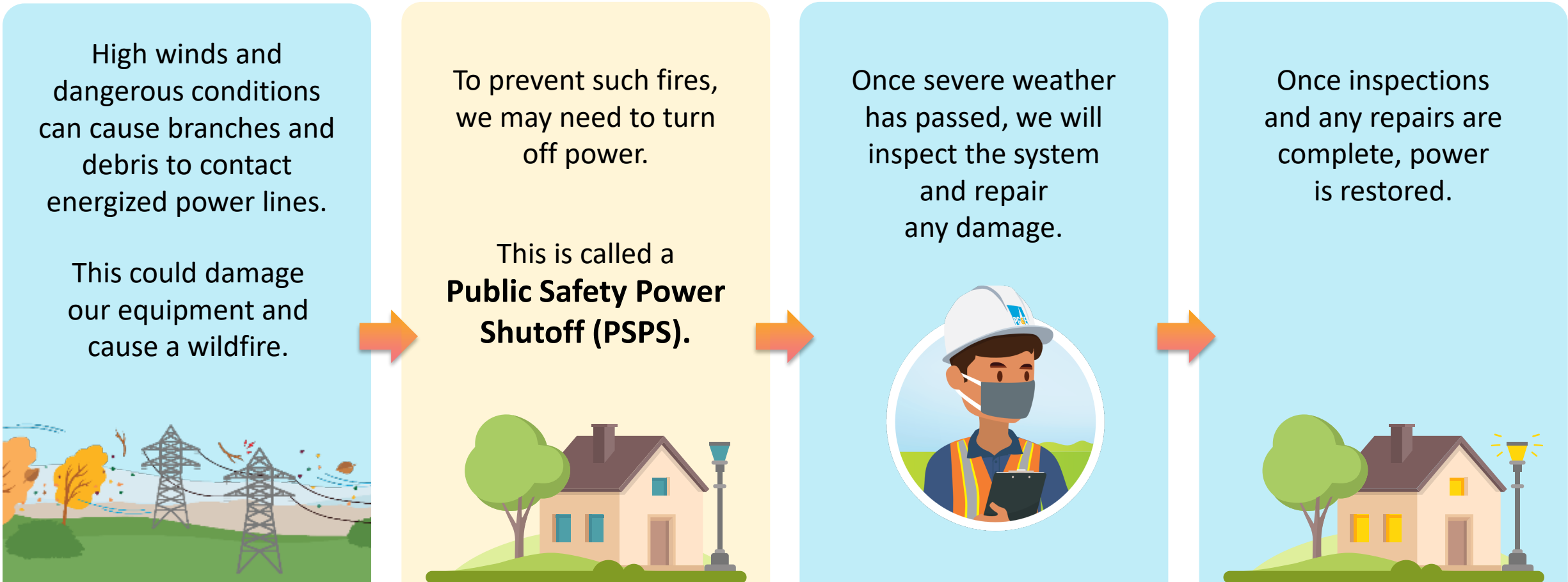
- 2021 IMPROVEMENTS**
- Deploying ground-based LiDAR technology
 - Improving work verification and inspections
 - Creating a centralized team of arborists to address issues in real-time



Local work plans are subject to change.

What is a Public Safety Power Shutoff?

Safety is our most important responsibility. That is why we may need to turn off power as a last resort to prevent wildfires during severe weather conditions.



What Conditions Could Lead to a PSPS Event?

We carefully review a combination of factors when deciding if power must be turned off for safety. These factors include:



Low humidity levels generally 30% and below



Forecasted high winds above 20 mph and gusts above 30-40 mph



A Red Flag Warning issued by the National Weather Service



Condition of dry material on the ground and vegetation near lines



On-the-ground, real-time observations



This year, our decision-making process is evolving to also account for the presence of trees tall enough to strike power lines when determining if a PSPS event is necessary.

How Will Customers be Notified?




When severe weather is forecast, we provide advance notice prior to turning off power and updates until power is restored.

Timing of Notifications (when possible)



Notifications sent via automated calls, texts and emails.


We will also use pge.com, social media and will inform local news and radio.

-  @pacificgasandelectric
-  @PGE4Me
-  @pacificgasandelectric

New for 2021 | Address Alerts

Receive PSPS notifications, available in multiple languages, for any location, such as:

- The home of a friend or loved one
- Your child’s school or day care
- Your work or business



Enroll at: pge.com/addressalerts


Customer Preparedness and Resources

We are increasing resources to help customers and communities before, during and after PSPS events:

- 
Partnerships with 250+ Community-Based Organizations (CBOs) to provide emergency preparedness information and PSPS event assistance
- 
Sponsored food replacement through partner food banks and Meals on Wheels organizations
- 
California Foundation for Independent Living Centers (CFILC) providing emergency planning, portable backup power, accessible transportation, hotel stays and food stipends
- 
Providing portable backup batteries for low-income Medical Baseline customers in high fire-threat areas
- 
Generator rebate programs offered to customers who depend on well water pumps and live in high-fire threat areas
- 
Providing better information about when power will be turned off and back on in 16 languages

Placer County Community-Based Organizations

<p>CFILC</p> <ul style="list-style-type: none"> • Foundation of Resources for Equality and Employment for the Disabled <p>Food Bank</p> <ul style="list-style-type: none"> • Placer Food Bank <p>Other</p> <ul style="list-style-type: none"> • California Council of the Blind 	<p>In-Language Media</p> <ul style="list-style-type: none"> • ABS-CNB • Alianza News • KBTU-Crossings TV • KCSO Telemundo • Lotus Radio Sacramento • Redirect Nuevo Camino & Ocelotecame • Russian American Media
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Potential Partnerships:

- Lighthouse Counseling and Family Resource Center (Other/Gift Cards)
- Seniors First (Meals on Wheels)

More Information and Tools to Prepare

For more information about our wildfire safety efforts, visit pge.com/wildfiresafety

For specific information, please consider the following:



Would you like to receive PSPS notifications but are not the PG&E account holder?

Sign up to receive PSPS alerts for any address at

pge.com/addressalerts



Do you need information in a language other than English? Find assistance at

pge.com/mywildfirealerts



Do you want to learn more about the live weather conditions we are tracking in your area?

Get up-to-the-minute weather information at

pge.com/weather



Are you looking for tools and activities to help children prepare for an emergency? Visit our interactive site at

kidsemergency.com



Are you looking for more information on how to stay safe before and during a PSPS event?

Learn more about wildfire risks and how to prepare for emergencies at

safetyactioncenter.pge.com



Do you need backup power? Check out backup power options, safety tips and financing at

See if you qualify for the Portable Battery Program at

pge.com/backuppowers

pge.com/storage

Thank You

For more information, please:

- Call us at **1-866-743-6589**
- Email us at **wildfiresafety@pge.com**
- Visit **pge.com/wildfiresafety**



Additional Information



Planning for Community Resource Centers in Placer County

2021 CRC LOCATIONS*

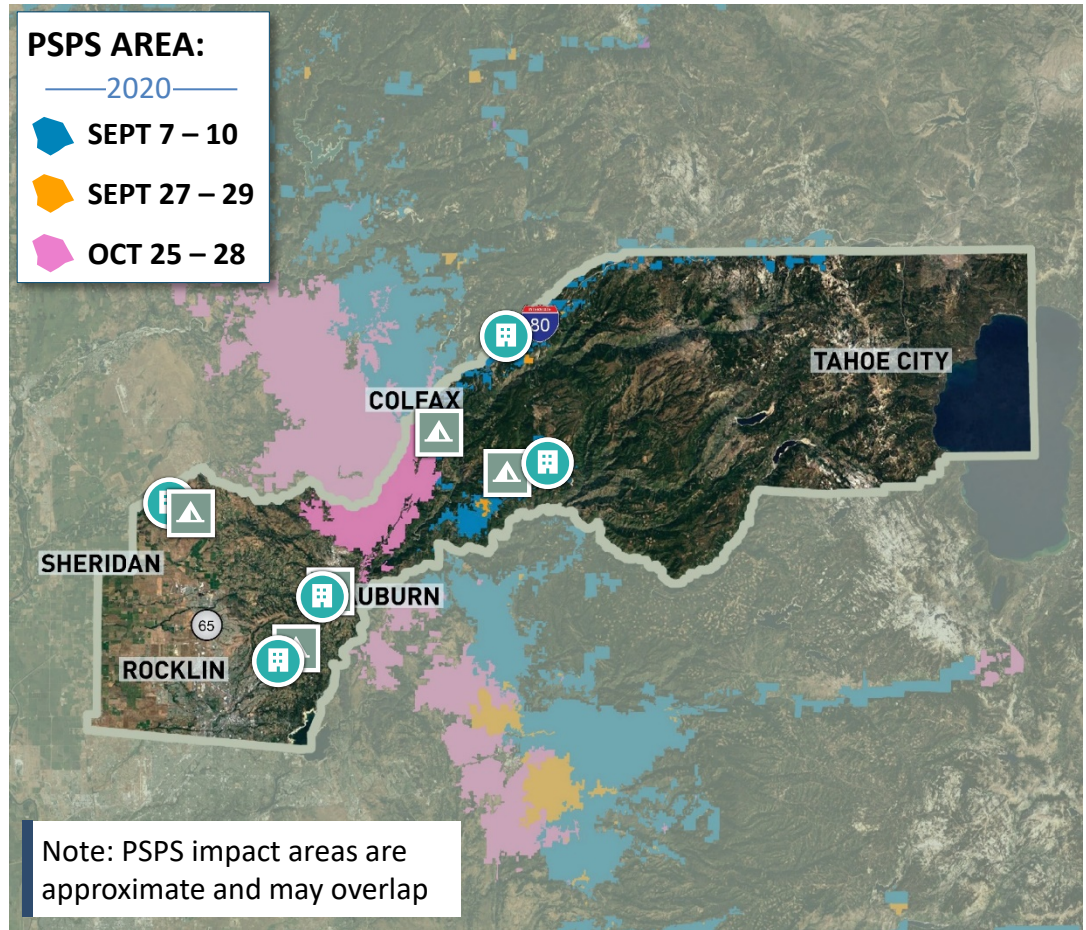
Outdoor Event-Ready

1	Colfax	Freight Depot Parking Lot Gold
2	Auburn	Country Fairgrounds
3	Foresthill	Canyon View Assembly Church
4	Loomis	Taylor's Restaurant
5	Sheridan	Sheridan Elementary School

Indoor Event-Ready

6	Alta	Alta Fire Protection District Community Hall
7	Auburn	Gold Country Fairgrounds – Tahoe Hall
8	Foresthill	Veterans Memorial Hall
9	Loomis	Loomis Veterans Memorial Hall
10	Sheridan	Stewart Community Hall

*CRC locations may change without notice. Sites in progress or proposed may fall out of the process for any number of reasons. Proposed locations are subject to finding a suitable site.



Note: PSPS impact areas are approximate and may overlap

CRC LEGEND:

- Indoor Event-Ready
- Outdoor Event-Ready

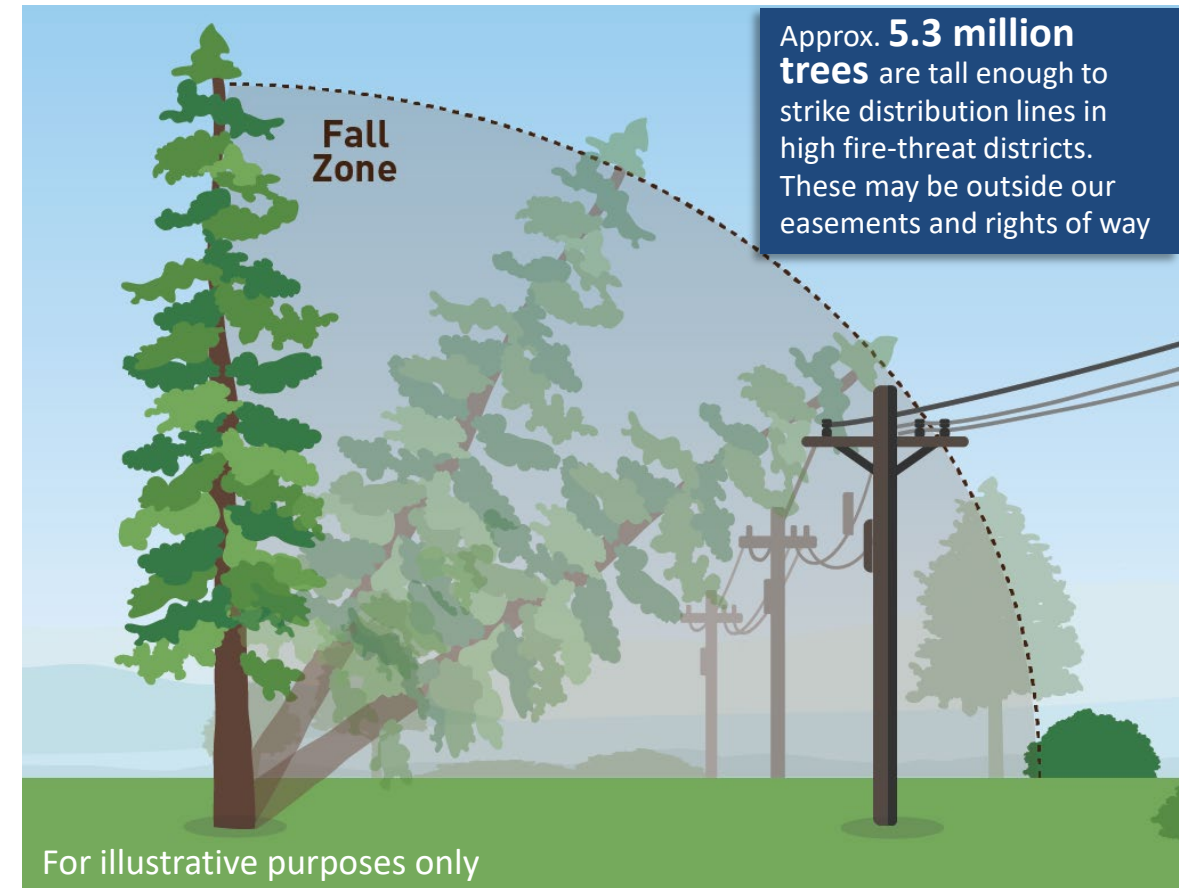
Tree Overstrike Exposure and PSPS Decision-Making

The safety of our customers and communities is our most important responsibility. Consistent with the recommendation of the federal court, we have developed additional criteria for our PSPS program.

To reduce the risk of major wildfires, PG&E may turn off power on distribution lines* where there are large amounts of trees tall enough to fall into electric lines during severe weather.

- ✓ Customers who live in areas of the highest wildfire risk may experience more frequent PSPS events compared to last year's weather conditions.
- ✓ We are sharing community-specific information regarding these potential impacts with customers, cities, counties and tribes.

*Does not include transmission lines (which are considered to be ≥ 60 kV)



Disability Disaster Access and Resources Program

We are collaborating with the Disability Disaster Access and Resources (DDAR) Program to provide qualifying customers with targeted outreach, personalized emergency planning support, energy needs assessments and in-event Public Safety Power Shutoff support. In-event support can include the following support based on customer needs:



Response to Escalations
received through PG&E’s call center



Hotel Accommodations



Accessible Transportation
to hotels and Community Resource Centers



Food Vouchers



Portable Backup Batteries

During 2020 PSPS events, the following resources were provided:

~1,700 customer assessments

~1,000 batteries

~560 hotel accommodations

~900 food vouchers

~30 accessible transit rides

Data is subject to change and is based on best available information at this time.

Learn more about DDAR by visiting

disabilitydisasteraccess.org



Portable Battery Program

We are also conducting Public Safety Power Shutoff emergency preparedness outreach and energy needs assessments to support low-income Medical Baseline customers in high fire-threat areas with critical medical equipment and delivering fully subsidized portable battery solutions to eligible customers.

To date, this program has included the following:

	<p>Establishing relationships with seven external battery delivery partners</p>		<p>Completing energy assessments for over 8,800 customers</p>
	<p>Providing outreach to ~22,000 customers</p>		<p>Providing over 5,550 batteries to customers</p>

For more information, visit:

pgebatteryprogram.com



Generator Rebate Program

Launched in late 2020, this program provides customers who depend on a well water pump and live in high fire-threat areas with a single rebate for purchasing a qualified portable power generator.



\$300 rebate for eligible customers.

\$500 rebate for eligible customers who are also participants in the CARE or FERA program.



Rebates are offered through PG&E's backup power marketplace located at **pge.com/backuppowers**.

Over 100 customers have already taken advantage of the rebate.

Learn more about PG&E's Generator Rebate Program by visiting

pge.com/backuppowers

PG&E customers may experience outages for different reasons.

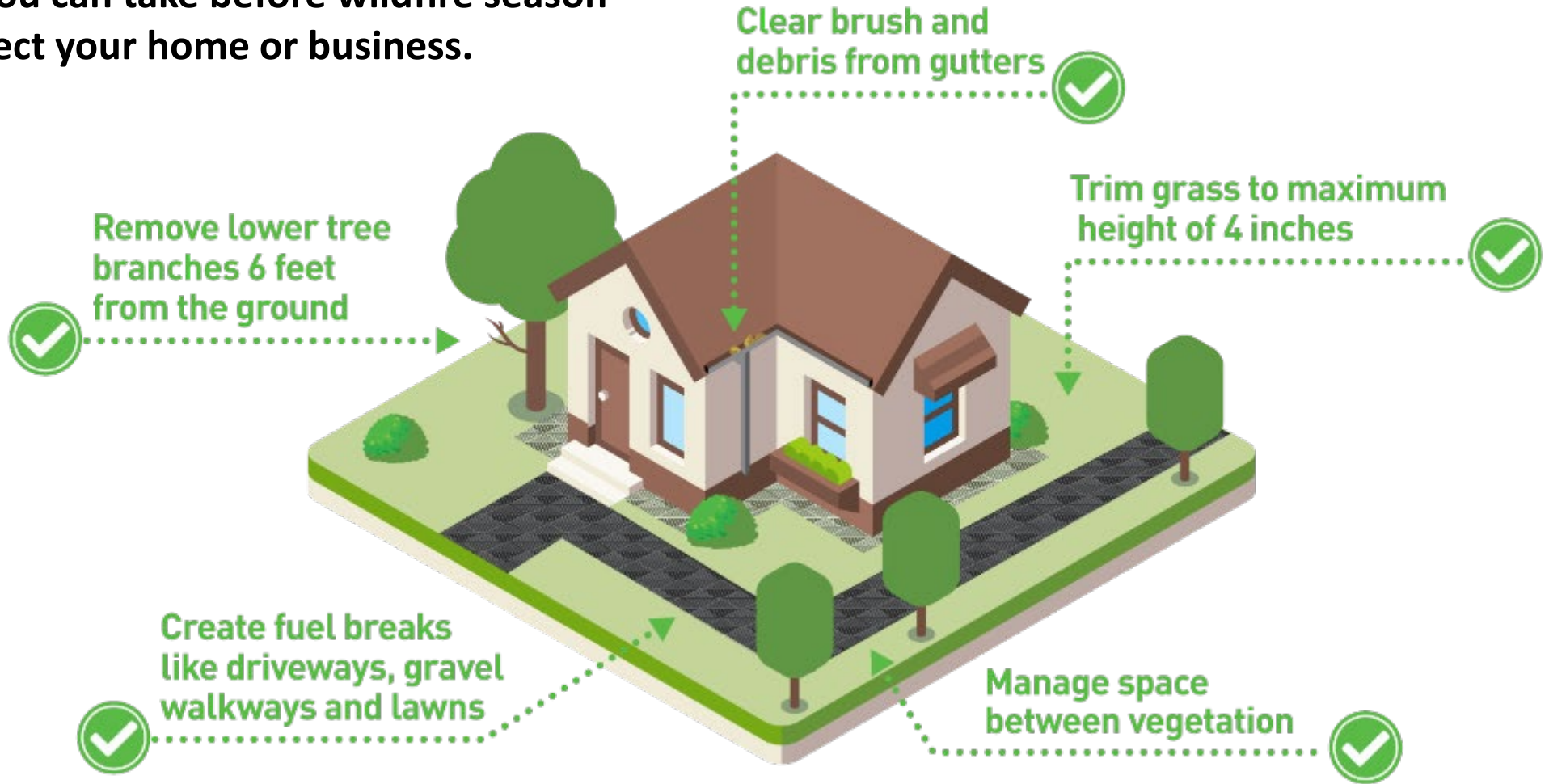
Why is Power Shut Off?	Rotating Outages	Emergency Repairs	Planned Maintenance	Active Wildfires	Public Safety Power Shutoff
How Will We Inform Customers?	Advanced notification/regular updates <ul style="list-style-type: none"> ▪ Phone calls* ▪ Emails ▪ Texts ▪ Social media ▪ News releases ▪ Local/Tribal government outreach 	Updates after and during outages <ul style="list-style-type: none"> ▪ Phone calls ▪ Texts ▪ Emails 	10-day advance notification	Updates after or during outages <ul style="list-style-type: none"> ▪ Phone calls ▪ Texts ▪ Emails 	Advanced notification/regular updates <ul style="list-style-type: none"> ▪ Phone calls* ▪ Emails ▪ Texts ▪ Social media ▪ News releases ▪ Local/Tribal government outreach ▪ CBO** outreach
Who Makes the Decision?	CAISO, the state's grid operator	N/A	PG&E	CAL FIRE or first responder agencies	PG&E

*Via interactive voice recordings (IVR)

**Community-based organization

Creating Defensible Space

Steps you can take before wildfire season to protect your home or business.



For more tips to protect your home from a wildfire, visit:

[ReadyForWildfire.org](https://www.ReadyForWildfire.org)



2021 Emergency Preparedness, Wildfire Mitigation Update

Reflecting on the Statewide 2020 Fire Season



- **9,917** SRA wildland fires in 2020
- **4,257,863** acres were burned.
- **10,488** Structures were destroyed
- **33** Fatalities directly related to fires
- *2020 was the worst recorded fire season in California History*



Placer County and the 2020 Fire Season



- **990** Wildland Fires in NEU in 2020
- Placer County has **367,000** acres of SRA wildland
- **341** Wildland Fires in Placer County
- **47** Wildland Fires in the Colfax/Alta Battalion 13
- **95%** of fires at **10** acres or less goal
- **14** fires in Placer County grew greater than **10** acres for a total of **1,459** acres
- **95.8%** initial attack success



2021 Fire Season and Forecasted Conditions



- May 1st Snowpack in Sierra was at **59%** of normal
- No measurable late spring rains received
- Grass loading is above average due to no winter decomposition of last year's annual grasses
- Potential for monsoonal flow with potential lightning
- Predicted very high potential for large fire growth at mid to higher elevations
- Fire spread predictions are approximately **3 months** ahead of normal



2021 Fire Season Update and Preparedness



- CAL FIRE/NEU entered fire season on May 17th
- Burn suspension went into effect May 24th
- Peak staffing occurred on June 1st
- 411 State funded personnel
 - ✓ *27 State staffed Engines*
 - ✓ *5 Type I Hand Crews*
 - ✓ *4 Dozer Units*
 - ✓ *2 Air Tankers and 1 Air Attack*
 - ✓ *1 Exclusive Use Type 2 Copter*



2021 Fire Season Update and Preparedness



- Hand crew strength down approximately **80** crews statewide
- Adding additional dozers and Firefighter Hand Crews Statewide
- CNG Crew through end of 2021
- **8** S-70i Blackhawks in service for fire season adding to fleet
- **23** Airtankers in service and C-130 program on track for 2022



2020 / 2021 Fuel Reduction Efforts – Placer County



- North Fork American River Shaded Fuel Break Phase 1 is **96%** complete
- North Fork Phase 2 is in development approx. 1000 acres over 5 years
- **820** Acres of private land have been treated through 2020
- These 820 acres of Phase 1 provide direct wildland fire protection to the City of Colfax and surrounding communities from a major wildland fire coming out of the American River canyon



2020 / 2021 Fuel Reduction Efforts – Colfax LRA



- North Fork American River Shaded Fuel Break Phase 1 anchor parcels equaling 90 acres are the City of Colfax property
- These **90** acres are LRA and through our cooperative relationship with the City of Colfax, initial work for fuel reduction on the fuel break was completed using State resources at no cost to the City
- City of Colfax Landfill **20** acres treated



2020 / 2021 Fuel Reduction Efforts – Colfax LRA



- City of Colfax Wastewater Treatment Plant **70** acres treated
- Continued pile burning and use of prescribed fire planned for fall of 2021 through winter of 2022.



2021 Fire Season Update – PCF / CAL FIRE

- **11,262** Calls for service in 2020
- **1695** Calls for service within the Colfax/Alta Battalion 13 in 2020
- **274** Technical Rescue calls in 2020
- **751** wildland fires responded to by PCFD resources in 2020
- Red Flag Warning program
- New wildland engines ordered in 2021 and funded through state ABH
- New auto extrication tools for the Interstate 80 corridor staffed stations
- Continued Cooperative Efforts with PCSO and OES
- All required re-certification training completed for 2021 fire season





Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Public Hearing: Delinquent Sewer Service Charges and Refuse Collection Fees

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Conduct a public hearing to consider public and staff comments and adopt separate resolutions __ - 2021 and __ -2021 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2021-2022.

Summary/Background

Colfax Municipal Code (the “Code”) Title 8 and Title 13, authorizes the City to collect delinquent sewer service charges and delinquent refused collection fees on the secured tax roll at the same time as general property taxes. The Code requires the City Council to adopt a Resolution(s) in order to collect the delinquent charges on the tax roll.

Separate written reports for collection of delinquent sewer service charges and delinquent charges for refuse collection services have been prepared and are on file with the City. The written report for delinquent sewer service charges contains a description of each parcel receiving sewer services and facilities and the amount of the delinquent sewer service charges. The written report for delinquent refuse collection charges includes the parcel number of each parcel of real property upon which the charges are delinquent, the name(s) of the owner(s) of the real property to which refuse collection services were provided, the street address of the property served, the period of service, and the amounts due including reasonable administrative charges. All charges reflected in the written report have been computed in conformity with the Code.

A public hearing is required before the proposed Resolutions can be adopted. Notice of the Public Hearing regarding the delinquent accounts was published in the Auburn Journal once each week for two successive weeks prior to the hearing in compliance with the Code. All property owners with a delinquent balance were notified in writing of the public hearing process within the times required by the Code.

The purpose of the hearing is to allow the Council to hear objections and protests to the reports. At the conclusion of the hearing, the Council may adopt, revise, change, reduce or modify any sewer service charge or charge for refuse collection services in either report, sustain or overrule any objections to either report and adopt or decline to adopt the reports as modified. If the reports are adopted with or without modification, the City will file them with the County Auditor-Controller. The charges reflected in the final reports will be collected at the same time as ad valorem property taxes and remitted to the City, subject to a 1% County administrative charge. Placer County requires a resolution containing specific provisions to be adopted to collect the delinquent charges on the property tax roll.

Fiscal Impacts

This process is essential to properly collecting delinquent sewer service charges and delinquent refuse collection fees on the annual County tax roll. Without this process, the City would have to pursue separate collection efforts against each property owner.

There are \$83,817.17 delinquent Sewer charges and \$4,853.03 delinquent refuse collection fees due as of June 14, 2021. Applicable interest, penalty, and administrative fees will be added to the account balance before transfer to the County. These amounts will be paid to the City and deposited into the applicable funds and/or transferred to Recology as appropriate.

Attachments:

1. Exhibit A – Report of Delinquent Sewer Service Charges and Refuse Collection Fees (Revised Report Date June 14, 2021)
2. Resolution __-2021 – A Resolution of the City of Colfax requesting collection of sewer service charges on the Placer county tax roll for tax year 2021-2022.
3. Resolution __-2021 – A Resolution of the City Council of the City of Colfax confirming the report of delinquent refuse collection accounts and placing liens on said properties and special assessments upon property taxes pursuant to City of Colfax Municipal Code Section 8.20.130.

City of Colfax

Delinquent Sewer Service Charges and Refuse Collection Fees

Report Date: June 14, 2021

The attached reports includes:

- 1. Delinquent sewer accounts as of June 14, 2021 by individual account.**
- 2. Delinquent refuse collection accounts as of June 8, 2021**

Delinquent balances that remain unpaid as of the County filing deadlines will be placed on the tax rolls for 2021-2022.

- 1. Unsecured (denoted as “US” on report) direct charges will be transferred to County by June 29, 2021.**
 - 2. Secured direct charges which represent the balance of the delinquent accounts will be transferred to County by July 26, 2021.**
- Applicable interest, penalty, and administrative fees will be added to the account balance before transfer to the County.**

Utility Billing - Outstanding Balances with Billing Address

**All Accounts - Sorted by Location ID

Input Cycle Code: 001

Location ID	Account #	Status	Service Address	Total Due	Name	Street Address	City	St	Zip	Prop ID
AUBS-000015-0000-00	0000158078	0	15 S AUBURN ST	\$828.35	HEIBERGER/MICHAEL//	P.O. BOX 871	CEDAR RIDGE	CA	95924	006072002000
CACC-000214-0000-00	0000158278	0	214 CANYON CREEK CIR	\$1,799.28	CHAVEZ/JOSE//	2936 AZEVEDO	SACRAMENTO	CA	95833	101200031000
CACC-000238-0000-00	0000158271	0	238 CANYON CREEK CIR	\$1,867.25	GUDINO/TONY & KELLY//	238 CANYON CREEK CIR	COLFAX	CA	95713	101200035000
CACC-000300-0000-00	0000158264	0	300 CANYON CREEK CIR	\$1,799.28	KEANE/LISETTE//	300 CANYON CREEK CIR	COLFAX	CA	95713	101200044000
CULV-000005-0000-01	0000157876	0	5 CULVER ST	\$2,413.99	DIETZ-CHRISMAN/PATRICK//	5 CULVER ST	COLFAX	CA	95713	006063005000
CULV-000015-0000-00	0000157887	0	15 CULVER ST	\$1,799.28	RAMEY/B.L.//	PO BOX 1187	COLFAX	CA	95713	006063006000
DEPO-000110-0000-00	0000170157	0	110 DEPOT STREET	\$1,799.28	BANGERT/BEAU//	205 CANYON CT. #21	COLFAX	CA	95713	006030022000
EASY-000306-0000-03	0000158142	0	306 EASY WAY	\$951.56	NOVAES/JAMES//	PO BOX 1507	COLFAX	CA	95713	100110028000
FORS-000058-0000-00	0000158382	0	58 S FOREST HILL AVE.	\$1,799.28	HUGHES/JAMES//	58 S. FORESTHILL AVE.	COLFAX	CA	95713	006076008000
FORS-000120-0000-00	0000158386	0	120 S FOREST HILL AVE.	\$1,799.28	NATALIE ALTA-MIRANO	1213 SEYMOUR CIR	LINCOLN	CA	95648	006104008000
FOST-000204-0000-02	0000170568	0	204 FOSTER RD	\$1,799.28	THATCHER/STEPHEN//	204 FOSTER RD	COLFAX	CA	95713	100270027000
GEAR-000044-0000-00	0000158159	0	44 GEARHART LN	\$1,799.28	GRACELYNN INTERPRISE, INC	11466 BOESSOW ROAD	GALT	CA	95632	006022002000
GLEN-000203-0001-00	0000170769	0	203 GLENDALE RD	\$1,799.28	SANCHEZ/JUSTINO//	203 GLENDALE RD	COLFAX	CA	95713	100270030000
GLEN-000204-0000-02	0000170201	0	204 GLENDALE RD	\$1,799.28	MOON TUHEY/GREGORY//	204 GLENDALE RD	COLFAX	CA	95713	100270032000
GRAV-023755-0000-00	0000000000	0	23755 GRAND VIEW AVE	\$1,799.28	OSGOOD/BOB//	23755 GRAND VIEW WAY	COLFAX	CA	95713	101161028000
H174-000301-0000-00	0000000000	0	301 HWY 174	\$2,133.48	SHAFER/VALARIE//	P.O. BOX 29	DUTCH FLAT	CA	95714	006143001000
H174-000323-0000-00	0000158283	0	323 HWY 174	\$871.66	EVANS/ROBERT//	323 HWY 174	COLFAX	CA	95713	006143011000
H174-000745-0000-00	0000172847	0	745 HWY 174	\$2,975.38	FETTY/SCOTT//	P.O. BOX 152	CHICAGO PARK	CA	95712	100100009000
LINC-000029-0000-00	0000157964	0	29 LINCOLN ST	\$1,799.28	ANDERSON/SELEN//	PO BOX 2	COLFAX	CA	95713	006093005000
LINC-000052-0000-00	0000157961	0	52 LINCOLN ST	\$1,488.49	PERROTTA/KAIN//	1335 LIVE OAK LANE	AUBURN	CA	95603	006131010000
MAIN-000007-0000-00	898-2200-0	0	7 N MAIN ST	\$3,469.82	TODD/GARY//	20580 PLACER HILL RD	COLFAX	CA	95713	006071007000
MAIS-000121-0002-00	0000157930	0	121 S MAIN ST	\$1,799.28	MORGAN RANCH LTD	2280 GRASSVALLEY HIGHWAY #30	AUBURN	CA	95603	006091007000
MARE-000121-0000-02	0000158342	0	121 E MARVIN STREET	\$1,799.28	OHNMACHT/ROB//	P.O. BOX 277	COLFAX	CA	95713	006074009000
MINC-000106-0000-01	0000158190	0	106 MINK CREEK DR	\$2,105.33	STUDEBAKER/STEPHEN//	106 MINK CREEK DR	COLFAX	CA	95713	100260049000
MINC-000116-0000-01	0000158193	0	116 MINK CREEK DR	\$1,180.43	BARR/JASON//	116 MINK CREEK DR	COLFAX	CA	95713	100260053000
MOON-000560-0000-00	0000000000	0	560 MOONRISE LN	\$1,799.28	MORGAN/JAMES//	560 MOONRISE LN	COLFAX	CA	95713	101161039000
NEWM-000021-0000-00	0000158033	0	21 NEWMAN ST	\$1,792.57	WREN/DOUG AND ROBYNN//	PO BOX 1911	COLFAX	CA	95713	006092015000
OAKE-000010-0000-00	0000158098	0	10 E OAK ST	\$1,799.28	CAMPBELL/MARTHA//	PO BOX 99	COLFAX	CA	95713	006101009000
OAKH-000102-0000-00	0000158171	0	102 OAK HILL DR	\$875.10	MORSE/KENNETH//	102 OAK HILL DR	COLFAX	CA	95713	006010045000
OAKH-000108-0000-00	0000158172	0	108 OAK HILL DR	\$1,495.22	SCHWARTZ/KRISTY & CYNTHIA//	PO BOX 218	COLFAX	CA	95713	006010046000
OAKR-001332-0000-00	0000000000	0	1332 OAK RIDGE DR	\$1,413.99	LEVY/SIMONE//	1332 OAK RIDGE DR	COLFAX	CA	95713	100250043000
OAKR-001334-0000-00	0000169372	0	1334 OAK RIDGE DR	\$1,799.28	SHOBERG/KERRY//	1334 OAK RIDGE DR	COLFAX	CA	95713	100250044000
OAKR-001376-0000-00	0000000000	0	1376 OAK RIDGE DR	\$2,400.15	PEREZ/JEANETTE//	1376 OAK RIDGE DR	COLFAX	CA	95713	100250060000
OAKW-000211-0000-00	0000158065	0	211 W OAK ST	\$1,799.28	GONZALES/JIMMY & TIFFANY//	PO BOX 627	COLFAX	CA	95713	006080032000
PINE-000212-0000-00	0000158052	0	212 PINE CT	\$1,799.28	ROSALES/MARCELLA//	P.O. BOX 1622	COLFAX	CA	95713	006112044000
PINS-000155-0000-00	0000158055	0	155 PINE ST	\$3,238.68	SMITH/VICK//	P.O. BOX 605	COLFAX	CA	95713	006112063000
PLEA-000150-0000-00	0000158127	0	150 PLEASANT ST	\$1,799.28	MARKLE/HELEN//	P.O. BOX 6012	AUBURN	CA	95604	006030006000
PLEA-000455-0000-00	0000000000	0	455 PLEASANT ST	\$1,449.89	COLLIER/JAMES//	P.O. BOX 1055	COLFAX	CA	95713	006010051000
POUN-000055-0000-02	0000158115	0	55 POUNDS CT	\$1,180.43	MUSQUIZA/CARLOS//	55 POUNDS CT.	COLFAX	CA	95713-	006041006000
RISS-000230-0000-00	0000171773	0	230 RISING SUN RD	\$1,799.28	HOLDERFIELD/KELLEY//	PO BOX 1989	COLFAX	CA	95713	006080042000
SHOL-000444-0000-00	0000158009	0	444 SCHOLTZ AVE	\$1,799.28	PRICE/WAYNE//	PO BOX 358	COLFAX	CA	95713	100130050000
TREA-000151-0000-02	0000000000	0	151 TREASURTON ST	\$1,799.28	MARK/LISA//	151 TREASURTON ST.	COLFAX	CA	95713	100260013000
TREA-000168-0000-01	0000158205	0	168 TREASURTON ST	\$665.37	SEVY/RYAN//	168 TREASURTON ST	COLFAX	CA	95713	100260007000
TREA-000173-0000-01	0000158200	0	173 TREASURTON ST	\$750.26	NUNES/LAURA//	173 TREASURTON ST	COLFAX	CA	95713	100260032000
TREA-000203-0000-00	0000170338	0	203 TREASURTON ST	\$1,799.28	KLOSSNER/BRADLEY & KATIE//	203 TREASURTON ST	COLFAX	CA	95713	100260036000
VIST-000222-0002-00	0000158367	0	222 VISTA AVE	\$1,799.28	BOWEN/BRENT & LAUREN//	222 VISTA AVE	COLFAX	CA	95713	006045004000
WALN-000031-0000-00	0000158044	0	31 WALNUT ST	\$1,488.49	AANERUD/JENNIFER & ROB//	P.O. BOX 244	COLFAX	CA	95713	006132013000
WALN-000044-0000-00	0000158037	0	44 WALNUT ST	\$1,799.28	MCSHANE/BETH//	PO BOX 1106	COLFAX	CA	95713	006133005000

Revised: June 14, 2021

48

\$83,817.17

<u>Acct #</u>	<u>Parcel #</u>	<u>Address</u>	<u>Owner</u>	<u>Owner Mailing Address</u>	<u>city/state/zip</u>	<u>Service thru:</u>	<u>Lien Amount</u>
041568435	101-200-044-000	300 Canyon Creek Cir	Lisette Keane	300 Canyon Creek Cir	Colfax CA 95713	6/30/2021	\$404.95
041862788	100-270-030-000	203 Glendale Rd	Justino Sanchez	203 Glendale Rd	Colfax CA 95713	6/30/2021	\$407.50
042044683	006-110-006-000	204 Glendale Rd	Greg Tuhey	204 Glendale Rd	Colfax CA 95713	6/30/2021	\$312.13
041569144	101-010-044-000	1149 Hwy 174	Patrick & Jerri Borow	4480 Miller Oak Dr	Auburn CA 95603	6/30/2021	\$310.34
041570209	006-076-023-000	32 North Star Ave	John Panter	PO Box 1673	Colfax CA 95713	6/30/2021	\$577.09
041570654	006-030-006-000	150 Pleasant St	Helen Markle	PO Box 1095	Colfax CA 95713	6/30/2021	\$315.12
041573211	006-044-007-000	210 Sunrise Ave	George & Dorothy Back	PO Box 597	Colfax CA 95713	6/30/2021	\$310.34
041577543	006-080-042-000	230 Rising Sun Rd	Kelley Holderfield	PO Box 1989	Colfax CA 95713	6/30/2021	\$327.03
042062693	006-076-008-000	58 S Foresthill ST	Jeff, Steve & Anita Hughes	58 S Foresthill ST	Colfax CA 95713	6/30/2021	\$339.94
042046688	006-045-004-000	222 Vista Av	Lauren Bowen	PO Box 673	Colfax CA 95713	6/30/2021	\$316.43
041572528	100-130-056-000	424 Scholtz Av	Linda Radford	21501 Canyon Way	Colfax CA 95713	6/30/2021	\$314.12
041572361	100-260-049-000	106 Mink Creek Dr	Stephen Studebaker	106 Mink Creek Dr	Colfax CA 95713	6/30/2021	\$332.59
041871011	006-091-007-000	121 S Main St	Morgan Ranch Ltd	2280 Grass Valley Hwy #309	Auburn CA 95603	6/30/2021	\$585.45
					13	TOTAL	\$4,853.03

City of Colfax

City Council

Resolution No. __-2021

REQUESTING COLLECTION OF SEWER SERVICE CHARGES ON THE PLACER COUNTY TAX ROLL FOR TAX YEAR 2021-2022

WHEREAS, Colfax Municipal Code Title 13, Chapter 13.08, Article VI authorizes the City of Colfax (the “City”) to collect delinquent sewer services charges which have accrued on the secured and unsecured tax roll in the same manner and at the same time as general property taxes; and,

WHEREAS, a written report attached as Exhibit A to this Resolution (the “Report”) containing a description of each parcel of real property receiving sewer services and the amount of delinquent charges for each parcel has been prepared and filed with the City Clerk in accordance with Colfax Municipal Code §13.08.320; and,

WHEREAS, notice of the filing of the Report and notice of the time and place of the hearing thereon by the City Council has been duly given and published as required by Colfax Municipal Code §13.08.330; and,

WHEREAS, at the June 23, 2021 hearing the City Council heard and considered all objections and protests to the Report and determined that protests were not made by the owners of a majority of the separate parcels of property described in the Report; and,

WHEREAS, at the conclusion of the hearing, after incorporating all revisions to the Report that the Council deemed necessary and after addressing or overruling all objections to the Report the Council found and determined that each charge as described in the Report is due, owing and unpaid; and,

WHEREAS, the County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

1. The foregoing recitals are true and correct statements of fact and are hereby incorporated into this Resolution.
2. The Report attached as Exhibit A hereto is adopted and said adoption is final. The City Clerk is hereby directed to file with the Placer County Auditor-Controller a copy of this Resolution and the Report.
3. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, listed on the Report attached as Exhibit A attached hereto.

4. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

5. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of the City.

6. In consideration for the County's collection of the charge through the County's property tax roll, the City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the City's said taxes, assessments, fees and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

7. The City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to the City by the County from any person concerning the City's taxes, assessments, fees and/or charges, and that the City will not refer such persons to the County officers and employees for response.

8. The City agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sean Lomen, Mayor

ATTEST:

Amy Lind, Interim City Clerk

City of Colfax

City Council

Resolution № __-2021

CONFIRMING THE REPORT OF DELINQUENT REFUSE COLLECTION
ACCOUNTS AND PLACING LIENS ON SAID PROPERTIES AND SPECIAL
ASSESSMENTS UPON PROPERTY TAXES PURSUANT TO CITY OF COLFAX
MUNICIPAL CODE SECTION 8.20.130

WHEREAS, pursuant to Colfax Municipal Code Title 8, Chapter 8.20, subscription to, and payment for, Refuse Collection Service for all occupied properties in the City of Colfax is mandatory; and,

WHEREAS, pursuant to the provisions of the Colfax Municipal Code, each owner of property for which there is a delinquency in payment for refuse collection services has been notified in writing of their obligation to subscribe to waste collection services and make payment for that service; and,

WHEREAS, said property owners have been notified in writing of the commencement of lien proceedings; and,

WHEREAS, Refuse Collection Service has been provided by Recology Auburn Placer to all properties described in the report attached hereto as Exhibit “A” and each of said properties remains delinquent in the payment for waste collection services in the amounts reflected in Exhibit A; and,

WHEREAS, said property owners have failed to make payments for sixty days or more for waste collection services as required; and,

WHEREAS, the City and Recology Auburn Placer have incurred collection and delinquency costs on the above described delinquent properties; and,

WHEREAS, City staff has established an administrative charge of \$40 per parcel for processing the delinquent accounts and recording the assessment lien; and,

WHEREAS, the City has, on June 23, 2021, held a duly noticed public hearing and afforded each delinquent property owner identified on Exhibit A to this Resolution the right to object to and protest the assessment lien for delinquent collection charges and administrative fees; and,

WHEREAS, the City Council has reviewed, considered, revised and corrected the delinquent accounts report as it deems just.

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

1. The City Council hereby confirms the report of delinquent accounts attached as Exhibit A hereto and made a part hereof and hereby places a lien and levies a special assessment against said properties in the amounts described.
2. The City Clerk is hereby authorized to record a certified copy of the confirmed report with the Placer County Recorder. Exhibit A may be amended to delete or reduce any enumerated refuse collection service charges and administrative costs paid before the special assessments authorized by this Resolution are forwarded to the Placer County Recorder.
3. The City Clerk is hereby directed to deliver a copy of this Resolution to the Placer County Auditor-Controller who is authorized to cause the above amounts to be collected in the manner provided by law for the collection of ad valorem taxes and special assessments.
4. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges listed on Exhibit A attached hereto.
5. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).
6. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of the City.
7. In consideration for the County's collection of the charges through the County's property tax roll, the City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the City's said taxes, assessments, fees and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.
8. The City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to the City by the County from any person concerning the City's taxes, assessments, fees and/or charges, and that the City will not refer such persons to the County officers and employees for response.
9. The City agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

AYES:

NOES:

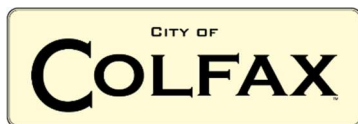
ABSTAIN:

ABSENT:

Sean Lomen, Mayor

ATTEST:

Amy Lind, Interim City Clerk



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in May 2021. Some monthly highlights are listed below:

- May revenues included:
 - Second allocation (40%) of fiscal year Property Tax and delinquent sewer charges via Placer County Teeter allocation program.
 - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2021 (two month lag).
 - Quarterly Franchise Fees – Recology
 - Mitigation/Impact/Construction fees for Sierra Oaks (1 homes) and Shadowwood (3 homes) development projects.
 - Final reimbursement on Fund 573 – WWTP Planning Grant.
- May expenditures included:
 - Quarterly payment for Animal Control Services
- Negative cash fund balances at the end of May are due to timing of funding allocations and reimbursements:
 - Fund 200 – Cannabis Application. Balance is negative due to SCI services for assistance with Council workshops and development of new ordinance. It is anticipated that this fund will be made whole with future application fees.
 - Fund 250 – Streets and Roads. This activity is funded by annual allocation from PCTPA, Gas taxes and General Fund transfer. Negative fund balance is typical until the end of the fiscal

year. We have received the annual funding from PCTPA, the balance of Gas Tax and General Fund transfers will be allocated at the end of the fiscal year – June 30, 2021.

- Fund 300 – FY2020-21 ADA Improvements at the Sheriff substation - project is budgeted (\$20K) to be a transfer from General Funds. Project currently on hold due to estimates exceeding budgeted funding. Staff is reviewing project and evaluating what funds may be utilized to complete.
- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was anticipated in September but has been delayed into 2021 and is now estimated to be awarded before end of current quarter (June 30). CDBG approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First request for reimbursement was submitted in April 2021 to three grant sources. Received payment from SACOG (\$10k) and expect other two in June.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections – allocation of funds will be made at design project completion. Future repair work estimated at \$165K.
- Anticipated revenues/expenditures for June include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of April 2021 (two-month lag).
 - Expenditures
 - Quarterly payment for Sheriff services.

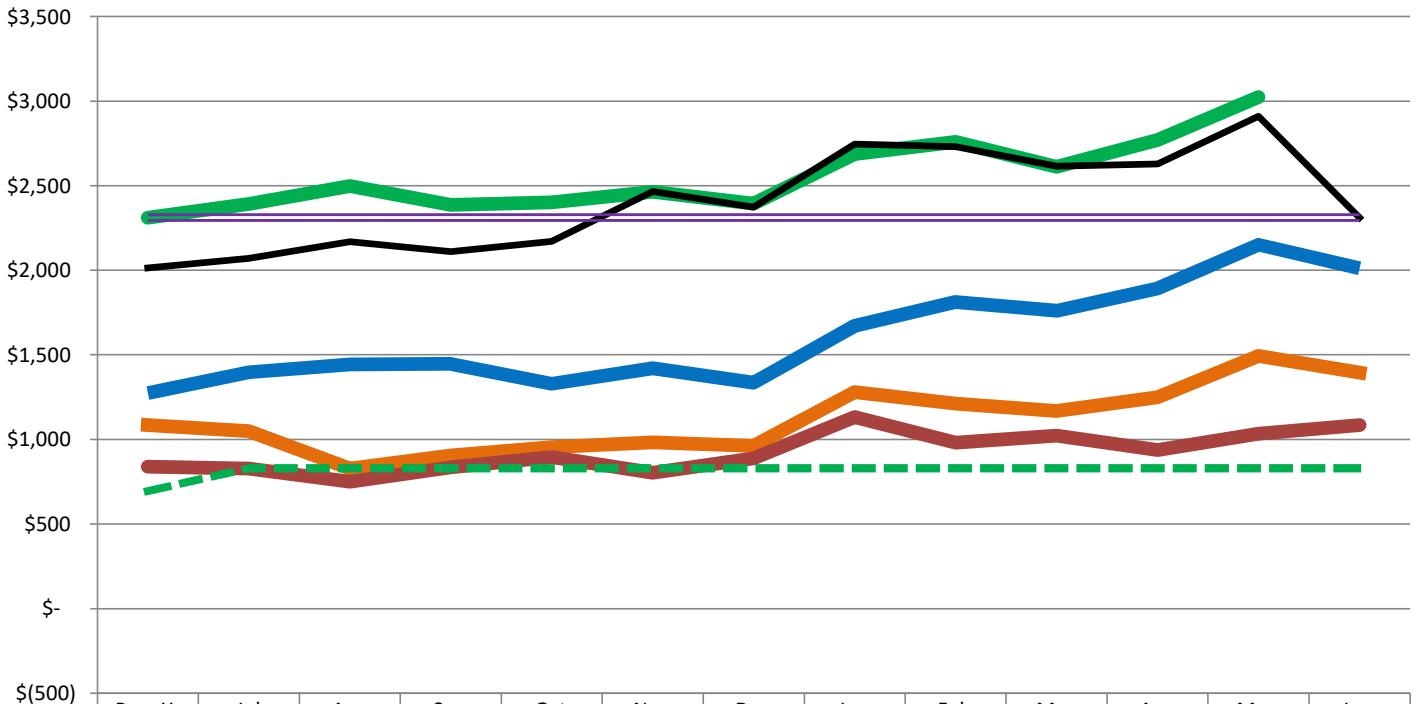
Attachments:

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

City of Colfax - May 2021 General Fund Reserved Cash Analysis

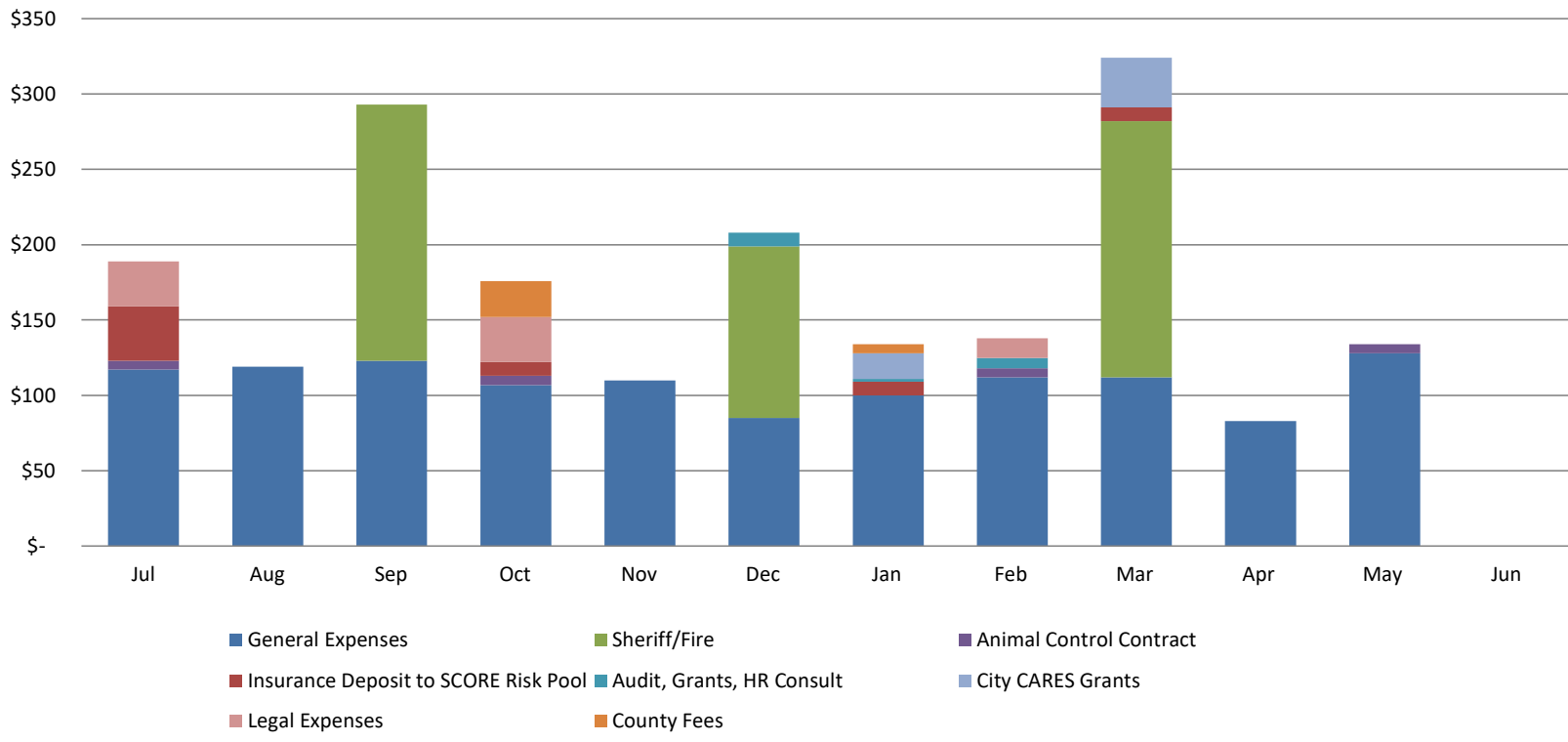
(Dollars in Thousands)

Fiscal Year 2020-21 >>

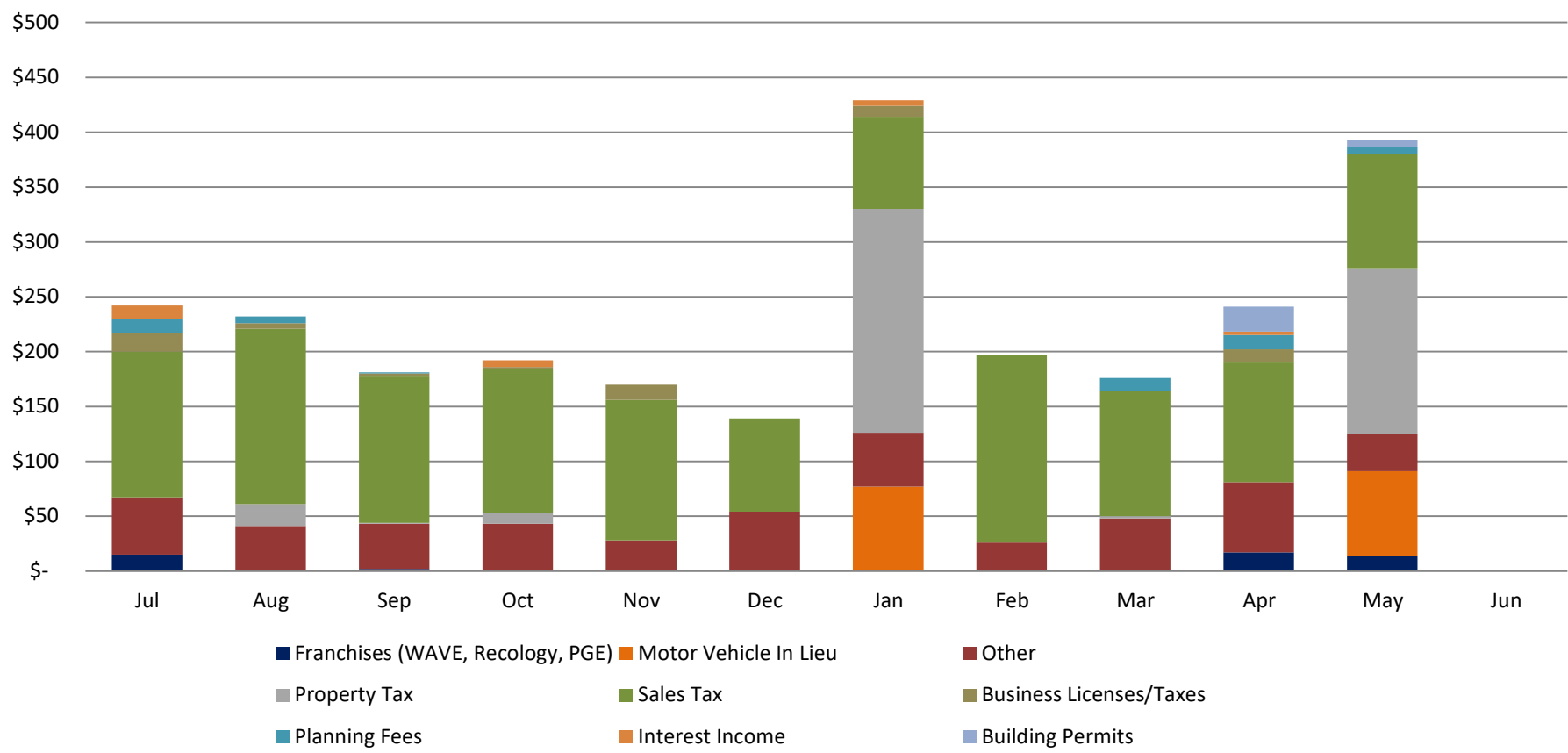


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
— Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
— Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
- - *Reserves (Ops, Cap, Pen)	\$695	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830
— Budget FY2020-21	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311

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



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



City of Colfax
Cash Summary
May 31, 2021

	Balance 04/30/2021	Revenues In	Expenses Out	Transfers	Balance 05/31/2021
US Bank	\$ 175,495.27	\$ 747,793.09	\$ (295,006.04)	\$ (525,000.00)	\$ 103,282.32
LAIF	\$ 7,382,399.67	\$ -		\$ 525,000.00	\$ 7,907,399.67
Total Cash - General Ledger	\$ 7,557,894.94	\$ 747,793.09	\$ (295,006.04)	\$ -	\$ 8,010,681.99
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 7,558,194.94	\$ 747,793.09	\$ (295,006.04)	\$ -	\$ 8,010,981.99

Change in Cash Account Balance - Total \$ 452,787.05

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (208,217.74)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 565,869.10
 - Payroll Checks and Tax Deposits \$ (59,710.99)
 - Utility Billings - Receipts \$ 154,846.68
 - Check - Voided \$ -
 - LAIF Interest Quarterly \$ -
- \$ 452,787.05 \$ -

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

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

City of Colfax
Cash Transactions Report - May 2021

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,680,794.12	\$ 381,397.71	\$ (129,078.66)	\$ 2,933,113.17
Fund: 120 - Land Development Fees	\$ 97,087.69	\$ 5,287.34	\$ (4,663.90)	\$ 97,711.13
Fund: 200 - Cannabis Application	\$ (7,594.64)	\$ -	\$ -	\$ (7,594.64)
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,770,287.17	\$ 386,685.05	\$ (133,742.56)	\$ 3,023,229.66
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 770,449.53	\$ 21,539.05	\$ (6,625.85)	\$ 785,362.73
Fund Type: 1.14 - General Fund - Restricted	\$ 798,203.79	\$ 21,539.05	\$ (6,625.85)	\$ 813,116.99
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 203 - CARES Act Funding - CDBG	\$ (750.00)	\$ -	\$ -	\$ (750.00)
Fund: 210 - Mitigation Fees - Roads	\$ 251,553.20	\$ 5,406.00	\$ -	\$ 256,959.20
Fund: 211 - Mitigation Fees - Drainage	\$ 5,161.60	\$ 222.00	\$ -	\$ 5,383.60
Fund: 212 - Mitigation Fees - Trails	\$ 70,857.55	\$ 3,375.00	\$ -	\$ 74,232.55
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 171,509.85	\$ 17,193.00	\$ -	\$ 188,702.85
Fund: 214 - Mitigation Fees - City Bldgs	\$ 72,037.44	\$ 2,052.00	\$ -	\$ 74,089.44
Fund: 215 - Mitigation Fees - Vehicles	\$ 15,628.93	\$ 390.00	\$ -	\$ 16,018.93
Fund: 217 - Mitigation Fees - DT Parking	\$ 49,686.85	\$ 1,743.00	\$ -	\$ 51,429.85
Fund: 218 - Support Law Enforcement	\$ 33,558.63	\$ -	\$ (8,558.63)	\$ 25,000.00
Fund: 244 - CDBG Program Inc - ME Lending	\$ 2,002.17	\$ -	\$ -	\$ 2,002.17
Fund: 250 - Streets - Roads/Transportation	\$ (71,137.80)	\$ 8,317.00	\$ (11,431.63)	\$ (74,252.43)
Fund: 253 - Gas Taxes	\$ 32,860.28	\$ -	\$ (1,254.48)	\$ 31,605.80
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 112,242.30	\$ 3,272.55	\$ -	\$ 115,514.85
Fund: 270 - Beverage Container Recycling	\$ 19,063.68	\$ -	\$ -	\$ 19,063.68
Fund: 280 - Oil Recycling	\$ 3,758.90	\$ -	\$ -	\$ 3,758.90
Fund: 292 - Fire Department Capital Funds	\$ 93,085.20	\$ -	\$ -	\$ 93,085.20
Fund: 342 - Fire Construction - Mitigation	\$ 72,834.19	\$ 2,650.99	\$ -	\$ 75,485.18
Fund: 343 - Recreation Construction	\$ 72,834.69	\$ 2,650.96	\$ -	\$ 75,485.65
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,006,787.66	\$ 47,272.50	\$ (21,244.74)	\$ 1,032,815.42
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - FY2021 ADA Project	\$ (12,127.50)	\$ 1,110.00	\$ -	\$ (11,017.50)
Fund: 367 - SB2 - Planning Grant	\$ (79,141.93)	\$ 10,000.00	\$ (7,028.90)	\$ (76,170.83)
Fund: 358 - CDBG Pavement	\$ (92,644.64)	\$ -	\$ -	\$ (92,644.64)
Fund: 374 - Roundabout Monument	\$ (1,445.00)	\$ -	\$ -	\$ (1,445.00)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (185,359.07)	\$ 11,110.00	\$ (7,028.90)	\$ (181,277.97)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,099,903.26	\$ 146,549.13	\$ (97,605.59)	\$ 1,148,846.80
Fund: 561 - Sewer Liftstations	\$ 265,318.24	\$ 17,643.59	\$ (17,668.05)	\$ 265,293.78
Fund: 563 - Wastewater Treatment Plant	\$ 1,239,023.77	\$ 45,475.93	\$ -	\$ 1,284,499.70
Fund: 564 - Sewer Connections	\$ 324,268.45	\$ 26,850.00	\$ -	\$ 351,118.45
Fund: 573 - WWTP Planning Grant	\$ (44,513.16)	\$ 44,514.00	\$ (0.84)	\$ (0.00)
Fund: 574 - OES PSPS Grant	\$ 298,960.74	\$ -	\$ (3,100.00)	\$ 295,860.74
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (520.00)	\$ -	\$ (3,721.01)	\$ (4,241.01)
Fund: 585 - LS #5 Force Main Repairs	\$ (16,619.75)	\$ -	\$ (4,268.50)	\$ (20,888.25)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,165,821.55	\$ 281,032.65	\$ (126,363.99)	\$ 3,320,490.21
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,153.84	\$ 153.84	\$ -	\$ 2,307.68
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 2,153.84	\$ 153.84	\$ -	\$ 2,307.68
Grand Totals:	\$ 7,557,894.94	\$ 747,793.09	\$ (295,006.04)	\$ 8,010,681.99

Check Register Report

Item 6A

May 2021 Checks

Date: 06/02/2021

Time: 2:45 pm

CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56918	05/04/21	Reconciled		05/31/21	1161	49ER WATER SERVICES	FEB 2021 WWTP TESTING	2,033.00
56919	05/04/21	Reconciled		05/31/21	01448	AMERIGAS - COLFAX	CORP YARD PROPANE	188.88
56920	05/04/21	Reconciled		05/31/21	01500	ANDERSON'S SIERRA	SPLASH PARK RESTROOMS	253.45
56921	05/04/21	Reconciled		05/31/21	2084	BATCHELDER GROUP	LABOR NEGOTIATOR	1,950.00
56922	05/04/21	Reconciled		05/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/11/21	417.60
56923	05/04/21	Reconciled		05/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/18/21	487.20
56924	05/04/21	Reconciled		05/31/21	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS MAR 2021	3,272.50
56925	05/04/21	Reconciled		05/31/21	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS MAR 2021	760.00
56926	05/04/21	Reconciled		05/31/21	3496	COLEMAN ENGINEERING	WWTP OPERATOR COST	1,540.00
56927	05/04/21	Reconciled		05/31/21	3126	CRAFCO	COLD PATCH	777.20
56928	05/04/21	Reconciled		05/31/21	04592	DACOMM	WWTP INTERNET MAY 2021	99.95
56929	05/04/21	Reconciled		05/31/21	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE MAY 2021	399.72
56930	05/04/21	Reconciled		05/31/21	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,103.19
56931	05/04/21	Reconciled		05/31/21	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	205.27
56932	05/04/21	Reconciled		05/31/21	07465	GOLD MINER PEST CONTROL	WWTP/LIFT STATION PEST CONTROL	210.00
56933	05/04/21	Reconciled		05/31/21	07570	GRAINGER	WWTP VEGETATION CARE SUPPLY	268.72
56934	05/04/21	Reconciled		05/31/21	08660	HUNT AND SONS, INC.	FUEL	444.13
56935	05/04/21	Reconciled		05/31/21	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING MAR 2021	3,956.45
56936	05/04/21	Reconciled		05/31/21	12209	LIEBERT CASSIDY WHITMORE	HR LEGAL ASSISTANCE MAR 2021	2,035.00
56937	05/04/21	Reconciled		05/31/21	16300	PCWA -PLACER COUNTY	WATER	1,088.95
56938	05/04/21	Reconciled		05/31/21	16165	PLACER COUNTY ENVIRONMENTAL	WWTP HAZMAT TESTING	1,135.00
56939	05/04/21	Reconciled		05/31/21	03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q3 FY 2021	5,768.32
56940	05/04/21	Reconciled		05/31/21	16202	PLACER COUNTY OES FISCAL UNIT	FIRE MARSHALL SVCS Q3 FY 20/21	6,363.90
56941	05/04/21	Reconciled		05/31/21	16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	2,198.10
56942	05/04/21	Reconciled		05/31/21	19037	SAFE SIDE SECURITY	BALL PARK CAMERA INSTALL	5,141.00
56943	05/04/21	Reconciled		05/31/21	19037	SAFE SIDE SECURITY	BALL PARK SECURITY	73.41
56944	05/04/21	Reconciled		05/31/21	14989	SMARTCOVER SYSTEMS	WWTP SMARTFLOW SYSTEM	3,976.00
56945	05/04/21	Reconciled		05/31/21	19801	SWRCB	LIFT STATION 5 AGREEMENT	14,119.00
56946	05/04/21	Reconciled		05/31/21	20054	TARGET SPECIALTY PRODUCTS	CITY LAWN CARE SUPPLIES	682.87
56947	05/04/21	Reconciled		05/31/21	20092	THUMBLER	PUBLIC OUTREACH CONSULTANT	518.50
56948	05/04/21	Reconciled		05/31/21	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
56949	05/04/21	Reconciled		05/31/21	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
56950	05/04/21	Reconciled		05/31/21	23450	WINNER CHEVROLET, INC.	PW VEHICLE RPR	338.95
56951	05/04/21	Reconciled		05/31/21	23451	WOOD RODGERS	GENERATOR REPLACEMENT	3,100.00
56952	05/05/21	Reconciled		05/31/21	03141	CALPERS	HEALTH PREMIUMS MAY 2021	9,065.75
56953	05/11/21	Reconciled		05/31/21	1161	49ER WATER SERVICES	BIOASSAY APR 2021	325.00
56954	05/11/21	Reconciled		05/31/21	01414	ALHAMBRA & SIERRA SPRINGS	WATER	176.77
56955	05/11/21	Reconciled		05/31/21	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	173.73
56956	05/11/21	Reconciled		05/31/21	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	317.05
56957	05/11/21	Reconciled		05/31/21	01766	AT&T MOBILITY	CITY CELL PHONES	816.84
56958	05/11/21	Reconciled		05/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/25/21	632.20
56959	05/11/21	Reconciled		05/31/21	03401	CHOICE BUILDER	MAY 2021 PREMIUMS	600.17
56960	05/11/21	Reconciled		05/31/21	3425	CINTAS	UNIFORM SVC/CLEANING SUPPLIES	427.72
56961	05/11/21	Reconciled		05/31/21	08070	HANSEN BROS. ENTERPRISES	ARBOR PARK BARK	193.05
56962	05/11/21	Reconciled		05/31/21	08170	HILLS FLAT LUMBER CO	LYONS PARK SLIDE RPR	269.10
56963	05/11/21	Reconciled		05/31/21	08501	HOME DEPOT CREDIT SERVICES	GAZEBO FLAG LIGHTING	49.27

Check Register Report

Item 6A

May 2021 Checks

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CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56964	05/11/21	Reconciled		05/31/21	08660	HUNT AND SONS, INC.	FUEL	640.64
56965	05/11/21	Reconciled		05/31/21	10510	JOSEPH SCHWIND	RPR TRIMMER	425.00
56966	05/11/21	Reconciled		05/31/21	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS MAR 2021	2,571.00
56967	05/11/21	Reconciled		05/31/21	13243	MEDICH ELECTRIC	LOT OF ART BREAKER RPR	662.00
56968	05/11/21	Reconciled		05/31/21	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS APR 2021	9,536.57
56969	05/11/21	Reconciled		05/31/21	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	114.95
56970	05/11/21	Reconciled		05/31/21	18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT CONSULT	5,000.00
56971	05/11/21	Reconciled		05/31/21	18400	RIEBES AUTO PARTS	SUPPLIES	93.55
56972	05/11/21	Reconciled		05/31/21	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS	45.00
56973	05/11/21	Reconciled		05/31/21	19743	WILL STOCKWIN	COLFAX CONN MAY 2021 EDITING	300.00
56974	05/11/21	Reconciled		05/31/21	21560	US BANK CORPORATE PMT SYSTEM	STMT 4/22/21	2,799.17
56975	05/11/21	Reconciled		05/31/21	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS APR 2021	4,228.75
56976	05/11/21	Reconciled		05/31/21	22134	VISION QUEST	TECH SUPPORT SVC JUNE 2021	1,671.00
56977	05/11/21	Reconciled		05/31/21	22134	VISION QUEST	TECH SUPPORT SUPPLIES	313.21
56978	05/11/21	Reconciled		05/31/21	22240	VULCAN MATERIALS COMPANY	ASPHALT	264.24
56979	05/11/21	Reconciled		05/31/21	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
56980	05/11/21	Reconciled		05/31/21	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	18.19
56981	05/11/21	Reconciled		05/31/21	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	222.73
56982	05/11/21	Reconciled		05/31/21	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	247.66
56983	05/11/21	Reconciled		05/31/21	23450	WINNER CHEVROLET, INC.	PW TRUCK RPR	50.57
56984	05/10/21	Reconciled		05/31/21	2087	BASIC PACIFIC	FSA BENEFIT PYMT	15.00
56985	05/17/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV 2/3 GRANT APP	250.00
56986	05/17/21	Reconciled		05/31/21	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	56.61
56987	05/17/21	Reconciled		05/31/21	01500	ANDERSON'S SIERRA	IRRIGATION SUPPLIES	242.45
56988	05/17/21	Reconciled		05/31/21	2084	BATCHELDER GROUP	LABOR NEGOTIATOR	3,000.00
56989	05/17/21	Reconciled		05/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 5/2/21	614.80
56990	05/17/21	Reconciled		05/31/21	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS APR 2021	5,100.00
56991	05/17/21	Reconciled		05/31/21	03401	CHOICE BUILDER	JUNE 2021 PREMIUMS	479.66
56992	05/17/21	Reconciled		05/31/21	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS APR 2021	1,472.50
56993	05/17/21	Reconciled		05/31/21	03562	COMMERCIAL PUMP SERVICE, INC	LIFT STATION TRANSDUCER RPR	937.02
56994	05/17/21	Reconciled		05/31/21	14859	GHD INC.	ENG SVCS APR 2021	18,392.01
56995	05/17/21	Void	05/25/21		12210	LIFE-ASSIST, INC.	FIRE DEPT SUPPLIES	0.00
56996	05/17/21	Reconciled		05/31/21	13243	MEDICH ELECTRIC	SHERIFF STATION LIGHTING	1,941.92
56997	05/17/21	Reconciled		05/31/21	16035	PG&E	ELECTRICITY	17,035.26
56998	05/17/21	Reconciled		05/31/21	16040	PURCHASE POWER	POSTAGE REFILL	503.50
56999	05/17/21	Reconciled		05/31/21	19037	SAFE SIDE SECURITY	CORP YARD SECURITY MAY 2021	155.00
57000	05/17/21	Reconciled		05/31/21	19036	SAFEGUARD BUSINESS SYSTEMS	DEPOSIT SLIPS	112.30
57001	05/17/21	Reconciled		05/31/21	19282	SETON	SOCIAL DISTANCE SIGNAGE	128.28
57002	05/17/21	Reconciled		05/31/21	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	373.25
57003	05/17/21	Reconciled		05/31/21	21452	URSU, EMMANUEL	PLANNING SVCS APR 2021	7,140.00
57004	05/17/21	Reconciled		05/31/21	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	227.24
57005	05/17/21	Reconciled		05/31/21	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
57006	05/17/21	Reconciled		05/31/21	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL APR 2021	517.14
57007	05/24/21	Reconciled		05/31/21	2087	BASIC PACIFIC	FSA BENEFIT PYMT	15.00
57008	05/26/21	Printed			1161	49ER WATER SERVICES	QUARTERLY LINER TESTING	3,368.00
57009	05/26/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 5/9/21	440.80
57010	05/26/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 5/16/21	498.80
57011	05/26/21	Printed			03511	COLFAX GARDEN CLUB	EVENT DEPOSIT REFUND	100.00

Check Register Report

Item 6A

May 2021 Checks

Date: 06/02/2021

Time: 2:45 pm

CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57012	05/26/21	Printed			04592	DACOMM	WWTP INTERNET	99.95
57013	05/26/21	Printed			05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,108.45
57014	05/26/21	Printed			06424(2)	FLO-LINE TECHNOLOGY, INC	PUMP RPR WWTP	2,203.18
57015	05/26/21	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	204.24
57016	05/26/21	Printed			7798	G&T TRUCK REPAIR	RESCUE 36 FIRE TRUCK RPR	1,598.89
57017	05/26/21	Printed			07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
57018	05/26/21	Printed			07465	GOLD MINER PEST CONTROL	FIRE DEPT PEST CONTROL	74.00
57019	05/26/21	Printed			07465	GOLD MINER PEST CONTROL	CORP YARD PEST CONTROL	100.00
57020	05/26/21	Printed			08086	HBE RENTALS	DOWNTOWN DINING	45.00
57021	05/26/21	Printed			08660	HUNT AND SONS, INC.	PW/WWTP/FIRE FUEL	625.82
57022	05/26/21	Printed			10575	JUNIOR FALCON FOOTBALL & CHEER	2020 SEASON EVENT DEPOSIT REF	100.00
57023	05/26/21	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING APR 2021	299.85
57024	05/26/21	Printed			12209	LIEBERT CASSIDY WHITMORE	HR LEGAL ASSISTANCE	570.00
57025	05/26/21	Printed			16300	PCWA -PLACER COUNTY	WATER	2,184.30
57026	05/26/21	Printed			03580	PLACER COUNTY HHS	Q4 FY 20/21 ANIMAL & FIELD SVC	5,768.32
57027	05/26/21	Printed			16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	4,375.80
57028	05/26/21	Printed			16559	PLAZA TIRE AND AUTO SERVICE	WWTP VEHICLE RPR	22.95
57029	05/26/21	Printed			18193	RECOLOGY AUBURN PLACER	TAX ROLL TEETER 40%	2,523.56
57030	05/26/21	Printed			19279	SERVICE ENGINEERING	FLOW METER/PUMP RPR	577.50
57031	05/26/21	Printed			19387(2)	SIERRA FOOTHILLS LITTLE LEAGUE	2020 SEASON EVENT DEPOSIT REF	100.00
57032	05/26/21	Printed			14989	SMARTCOVER SYSTEMS	DUAL SENSOR RPR	4,312.91
57033	05/26/21	Printed			20092	THUMBLER	PUBLIC OUTREACH CONSULTANT	518.50
57034	05/26/21	Printed			21500	USA BLUE BOOK, INC	WWTP PARTS	1,111.96
57035	05/26/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
57036	05/26/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
57037	05/26/21	Printed			18883	WAXIE SANITARY SUPPLY	TRASH BAGS	934.00
57038	05/27/21	Reconciled		05/31/21	2087	BASIC PACIFIC	FSA PLAN FEES MAY 2021	45.00

Total Checks: 121 **Checks Total (excluding void checks): 208,217.74**

Total Payments: 121 **Bank Total (excluding void checks): 208,217.74**

Total Payments: 121 **Grand Total (excluding void checks): 208,217.74**

DAILY CASH SUMMARY REPORT

Item 6A

May 2021 Cash Receipts
05/01/2021 - 05/31/2021

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City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
05/03/2021	Daily Totals	1,233.32	0.00	1,233.32
05/05/2021	Daily Totals	1,773.00	0.00	1,773.00
05/06/2021	Daily Totals	16,063.89	0.00	16,063.89
05/11/2021	Daily Totals	3,284.25	0.00	3,284.25
05/12/2021	Daily Totals	60.00	0.00	60.00
05/14/2021	Daily Totals	214.00	0.00	214.00
05/17/2021	Daily Totals	0.00	278.85	-278.85
05/20/2021	Daily Totals	602.06	0.00	602.06
05/21/2021	Daily Totals	227,842.97	0.00	227,842.97
05/24/2021	Daily Totals	300.00	0.00	300.00
05/25/2021	Daily Totals	103,855.38	0.00	103,855.38
05/26/2021	Daily Totals	141.50	0.00	141.50
05/28/2021	Daily Totals	991.41	0.00	991.41
Fund: 100 - General Fund		TOTALS:	356,361.78	278.85
				356,082.93
Fund: 120 - Land Development Fees				
05/11/2021	Daily Totals	4,917.44	0.00	4,917.44
Fund: 120 - Land Development Fees		TOTALS:	4,917.44	0.00
				4,917.44
Fund: 210 - Mitigation Fees - Roads				
05/06/2021	Daily Totals	5,406.00	0.00	5,406.00
Fund: 210 - Mitigation Fees - Roads		TOTALS:	5,406.00	0.00
				5,406.00
Fund: 211 - Mitigation Fees - Drainage				
05/06/2021	Daily Totals	222.00	0.00	222.00
Fund: 211 - Mitigation Fees - Drainage		TOTALS:	222.00	0.00
				222.00
Fund: 212 - Mitigation Fees - Trails				
05/06/2021	Daily Totals	3,375.00	0.00	3,375.00
Fund: 212 - Mitigation Fees - Trails		TOTALS:	3,375.00	0.00
				3,375.00

DAILY CASH SUMMARY REPORT

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City of Colfax

		Debit	Credit	Net Chng
Fund: 213 - Mitigation Fees - Parks/Rec				
05/06/2021	Daily Totals	17,193.00	0.00	17,193.00
Fund: 213 - Mitigation Fees - Parks/Rec		TOTALS:	17,193.00	0.00
Fund: 214 - Mitigation Fees - City Bldgs				
05/06/2021	Daily Totals	2,052.00	0.00	2,052.00
Fund: 214 - Mitigation Fees - City Bldgs		TOTALS:	2,052.00	0.00
Fund: 215 - Mitigation Fees - Vehicles				
05/06/2021	Daily Totals	390.00	0.00	390.00
Fund: 215 - Mitigation Fees - Vehicles		TOTALS:	390.00	0.00
Fund: 217 - Mitigation Fees - DT Parking				
05/06/2021	Daily Totals	1,743.00	0.00	1,743.00
Fund: 217 - Mitigation Fees - DT Parking		TOTALS:	1,743.00	0.00
Fund: 218 - Support Law Enforcement				
05/21/2021	Daily Totals	0.00	8,558.63	-8,558.63
Fund: 218 - Support Law Enforcement		TOTALS:	0.00	8,558.63
Fund: 250 - Streets - Roads/Transportation				
05/26/2021	Daily Totals	8,317.00	0.00	8,317.00
Fund: 250 - Streets - Roads/Transportation		TOTALS:	8,317.00	0.00
Fund: 258 - Road Maintenance - SB1/RSTBG				
05/21/2021	Daily Totals	3,272.55	0.00	3,272.55
Fund: 258 - Road Maintenance - SB1/RSTBG		TOTALS:	3,272.55	0.00
Fund: 342 - Fire Construction - Mitigation				
05/06/2021	Daily Totals	2,650.99	0.00	2,650.99
Fund: 342 - Fire Construction - Mitigation		TOTALS:	2,650.99	0.00
Fund: 343 - Recreation Construction				
05/06/2021	Daily Totals	2,650.96	0.00	2,650.96

DAILY CASH SUMMARY REPORT

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City of Colfax

		Debit	Credit	Net Chng
Fund: 343 - Recreation Construction				
TOTALS:		2,650.96	0.00	2,650.96
Fund: 367 - CP - Gen Plan Update				
05/03/2021	Daily Totals	10,000.00	0.00	10,000.00
Fund: 367 - CP - Gen Plan Update				
TOTALS:		10,000.00	0.00	10,000.00
Fund: 560 - Sewer				
05/05/2021	Daily Totals	250.00	0.00	250.00
05/21/2021	Daily Totals	47,230.88	0.00	47,230.88
Fund: 560 - Sewer				
TOTALS:		47,480.88	0.00	47,480.88
Fund: 561 - Sewer Liftstations				
05/03/2021	Daily Totals	814.00	0.00	814.00
05/05/2021	Daily Totals	407.00	0.00	407.00
05/14/2021	Daily Totals	407.00	0.00	407.00
05/28/2021	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations				
TOTALS:		2,035.00	0.00	2,035.00
Fund: 564 - Sewer Connections				
05/06/2021	Daily Totals	26,850.00	0.00	26,850.00
Fund: 564 - Sewer Connections				
TOTALS:		26,850.00	0.00	26,850.00
Fund: 570 - Garbage Fund				
05/03/2021	Daily Totals	13,735.93	0.00	13,735.93
Fund: 570 - Garbage Fund				
TOTALS:		13,735.93	0.00	13,735.93
Fund: 572 - Landfill Post Closure Mainten				
05/03/2021	Daily Totals	21,398.05	0.00	21,398.05
05/06/2021	Daily Totals	141.00	0.00	141.00
Fund: 572 - Landfill Post Closure Mainten				
TOTALS:		21,539.05	0.00	21,539.05
Fund: 573 - WWTP Imp. Planning Grant				
05/24/2021	Daily Totals	44,514.00	0.00	44,514.00

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City of Colfax

		Debit	Credit	Net Chng
Fund: 573 - WWTP Imp. Planning Grant	TOTALS:	44,514.00	0.00	44,514.00
GRAND TOTALS:		574,706.58	8,837.48	565,869.10



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Shanna Stahl, Administrative Analyst and Laurie Van Groningen, Finance Director
Subject: Fiscal Year 2021-2022 Rate Adjustments

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Information Only.

Summary/Background

Effective July 1, 2021, the City will be implementing annual rate adjustments for the following categories:

1. Sewer Impact Fees
2. Monthly Sewer Rates
3. CalPERS retirement Employer and Employee contribution rates
4. City employee salary adjustments

Sewer Impact Fees

New connections to the City of Colfax sewer system are assessed a sewer impact fee (connection fee) in accordance with Municipal Code Chapter 13.08. The Code stipulates that the sewer impact fee shall be adjusted on July 1st of each year by the City Engineer by a percentage equal to the annual percentage of increase or decrease in the San Francisco Bay Area construction cost index, as published in the May Engineering News-Record (ENR) or equivalent ENR data.

The City has received the May 2021 ENR data from GHD and the construction cost index is reported at a 4.70% increase. The City is applying the increase to calculate the fiscal year 2021-2022 sewer impact fee as reflected in the chart below. Effective July 1, 2021, the sewer impact fee will be adjusted to \$9,740 per Equivalent Dwelling Unit (EDU).

Fiscal Year	Previous	ENR%	New Rate*
2019-2020	\$8,710	2.70%	\$8,950
2020-2021	\$8,950	3.90%	\$9,300
2021-2022	\$9,300	4.70%	\$9,740

**Rounded to the nearest ten dollars for simplicity.*

Monthly Sewer Rates

In June of 2018, the City Council, after due notice, public hearing, and protests heard and received in an open and public meeting adopted and approved the City of Colfax Wastewater Rate Study prepared by Rural Community Assistance Corporation (RCAC) relating to the Sewer Service Charges for Fiscal Years 2018-2019 through 2022-2023. The Sewer Service Charges adopted by Resolution 42-2018 are reflected below. The monthly sewer rate per Equivalent Dwelling Unit (EDU) will be adjusted to \$139.65 monthly (\$279.30 bi-monthly billing) effective July 1, 2021.

# EDU's	Current Monthly Rate	Monthly Rate 2018	Monthly Rate 2019	Monthly Rate 2020	Monthly Rate 2021	Monthly Rate 2022
1.00	\$ 126.76	\$ 129.87	\$ 133.05	\$ 136.31	\$ 139.65	\$ 143.07
1.20	\$ 152.11	\$ 155.84	\$ 159.66	\$ 163.57	\$ 167.58	\$ 171.68
1.30	\$ 164.79	\$ 168.83	\$ 172.96	\$ 177.20	\$ 181.54	\$ 185.99
1.40	\$ 177.46	\$ 181.81	\$ 186.27	\$ 190.83	\$ 195.51	\$ 200.29
1.50	\$ 190.14	\$ 194.80	\$ 199.57	\$ 204.46	\$ 209.47	\$ 214.60
1.60	\$ 202.82	\$ 207.78	\$ 212.88	\$ 218.09	\$ 223.43	\$ 228.91
1.70	\$ 215.49	\$ 220.77	\$ 226.18	\$ 231.72	\$ 237.40	\$ 243.22
1.80	\$ 228.17	\$ 233.76	\$ 239.49	\$ 245.35	\$ 251.36	\$ 257.52
2.00	\$ 253.52	\$ 259.73	\$ 266.09	\$ 272.61	\$ 279.29	\$ 286.14
2.10	\$ 266.20	\$ 272.72	\$ 279.40	\$ 286.24	\$ 293.26	\$ 300.44
2.20	\$ 278.87	\$ 285.70	\$ 292.70	\$ 299.88	\$ 307.22	\$ 314.75

California Public Employee's Retirement System (CalPERS) Retirement

The CalPERS Actuarial Office provides an annual valuation report each year which contains specific information for the City retirement plans including the development of the current and projected employer and employee contributions. The required normal payroll contributions for fiscal year 2021-2022 are reflected in the following chart.

Fiscal Year	Classic Employees		PEPRA Employees	
	Employer %	Employee %	Employer %	Employee %
2020-2021	9.281%	7.000%	7.732%	6.750%
2021-2022	9.130%	7.000%	7.590%	6.750%

Salary Schedules

The Memorandum of Understanding between the City of Colfax and I.U.O.E Stationary Engineers, Local 39 (Union) is in the final stage of the negotiation process. Upon City Council approval of negotiations, the City salary schedules will be adjusted for the fiscal year 2021-2022 based on the final contract. Consistent with previous years and the adopted operating budget, the City will apply this increase to both represented and non-represented employees' salary schedules.



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Memorandum of Understanding with the Stationary Engineers Union Local 39

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve Resolution No. __-2021, authorizing the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2021 through June 30, 2026.

Summary/Background

The City has eight employees represented by Union Local 39. The current agreement term is scheduled to expire on June 30, 2021, therefore, Council appointed negotiating team Dennis Batchelder (The Batchelder Group) and City staff. The City negotiation team and the Union conducted multiple meetings to develop a mutually beneficial agreement. The City's negotiating team and the Union was able to arrive at a tentative agreement that was voted by the membership and ratified.

The attached MOU reflects clean-up language changes, a cost of living indexed salary increase that enables the City to retain and attract quality employees, while reducing future labor financial impacts to the City of Colfax. The major changes in the MOU include:

- Term: Five year term, effective July 1, 2021, and expires on June 30, 2026.
- Employees hired prior to July 1, 2021: Existing employees will retain the current salary range structure and continue to move through the salary range in annual step increments of 5%. Once an employee reaches step 5, the employee will be eligible for four additional annual step increases of 2.5%.
- Employees hired after July 1, 2021: The salary range for new hires will consist of 11 steps, with 2.5% between steps.
- Cost of Living Increases:
 - Fiscal Year 2021-22: Effective the first pay period of July 2021, all job classifications shall receive a salary increase of 2%.
 - Fiscal Years 2022-23, 2023-24, 2024-25 and 2025-26 employees will receive a cost of living based on the consumer index. The increase shall be not less than 2% nor more than 4%.
- Overtime (CTO):
 - Effective July 1, 2021, CTO is banked up to 60 hours.
 - Employees may cash out CTO with the approval of the City Manager during the month of December each year.
 - Employees may take time off work on CTO with at least three (3) days advance notice.
- Standby Pay
 - The Standby Pay rate will increase from \$2.50 an hour to \$3.00 an hour effective July 1, 2021.
- Medical:
 - The City will continue to contribute up to \$1,725 per employee per month for the cost of medical, dental and vision insurance.
 - Effective January 1, 2024, the City's contribution will increase to \$1,875.
 - Effective July 1, 2021, new hires who can show evidence of medical coverage from another provider will continue to receive an in-lieu stipend will receive \$400 per month. Current employees receive an in-lieu stipend of \$800 per month.

- Vacation Leave: Employees can accumulate 2-times their accrual rate.
- Fitness for Duty: New language permits the City to require an employee to submit to a fitness for duty exam by a City physician to evaluate the capacity of an employee to perform the work of the employees' classification.
- Grievance Procedure: Disciplinary appeals of employee termination may be submitted directly to Binding Arbitration.
- Home Retention of Vehicles: Home retention of City vehicles may be permitted only with the approval of the City Manager.

Staff is recommending Council authorize the Mayor and City Manager execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2021, through June 30, 2026.

Fiscal Impacts

Agreement costs are assigned based on the represented employees' salary allocations.

Attachments:

1. Resolution ___ - 2021
2. Memorandum of Understanding with the Stationary Engineers Union Local 39

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE UPDATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLFAX AND IOUE, STATIONARY ENGINEERS, LOCAL 39 REPRESENTING GENERAL EMPLOYEES JULY 1, 2021 THROUGH JUNE 30, 2026

WHEREAS, the City of Colfax (City) and the International Union of Operating Engineers, Stationary Engineers Local 39 (Union), through their duly authorized representatives, negotiated a Memorandum of Understanding (MOU); and,

WHEREAS, the City Council of the City of Colfax has determined that approval of the MOU is in the best interest of the City and its employees.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2021 through June 30, 2026.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

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

ATTEST:

Amy Lind, Interim City Clerk

Sean Lomen, Mayor

AGREEMENT

BETWEEN

CITY OF COLFAX

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39,
AFL-CIO**

2021-2026

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias- Brown Act, by and between the City Manager of the CITY OF COLFAX and I.U.O.E. STATIONARY ENGINEERS, LOCAL 39 (Union) the first day of July, 2021.

The parties have met and conferred in good faith regarding wages, hours and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and I.U.O.E. Stationary Engineers, Local 39.

ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the job classifications in the General Bargaining Unit, as defined in Appendix "A" (attached) of this agreement, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 2: SCOPE OF AGREEMENT

- A. Term: This ~~4½-year~~ agreement shall remain in full force and effect until June 30, 2026.
- B. Procedure for Meet and Confer: The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours and conditions of employment or other matters within the scope of representation. Employees represented by the

Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules and regulations.

Union shall have the following rights:

- A. Union Access
Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.
- B. Bulletin Boards
Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting. A copy of all items posted shall be forwarded to the City.
- C. Use of Facilities
The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.
- ~~D. Agency Shop/ Fair Share Fee
The Union owes the same responsibilities to all employees in the represented Unit and has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of Union, in accordance with Government Code Section 3500.~~

Union Dues and Initiation and Agency Fees: The Employer, upon receipt of notice from the Union, will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues ~~or Agency fees~~ based upon a uniform dues schedule from the pay of each Union employee.

~~Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the General Bargaining Unit represented by Union shall, as a condition of employment, authorize payroll deductions beginning the first pay period of the month of employment or assignment to General Bargaining Unit for the payment of dues owing from one of the following:~~

~~Become a member of the Union and pay dues; or
Pay to the Union a fair share fee.~~

The Union shall defend, indemnify and hold the City harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the City under this article.

G. New Hire Orientation:

The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

H. Federal PAC Contributions

The City will deduct an amount as determined by written direction from the Local 39 member for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the district for the costs of such administration.

I. Maintenance in Membership:

The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement. ~~A withdrawal under this paragraph does not relieve an employee from the Agency Shop provisions.~~

J. Written Notice:

The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

K. Reasonable Access:

Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

- A. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.
- B. The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.
- C. Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in anyway change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

ARTICLE 6: SALARY

~~C. Rates of Pay: The City will provide salaries for all classifications as listed in Appendix A for the duration of this MOU. Based on merit, employees will be eligible for further step increases to be effective on the anniversary date of their employment with the City of Colfax. Once an employee reaches Step 5 of the new salary range, the employee will no longer be eligible to receive further merit step increases.~~

~~D. _____~~

A. Salary Ranges

Employees hired prior to July 1, 2021: The salary range for existing employees will be converted from the current 5-step salary range to a 9-step salary range. The new salary range will consist of 9 steps, with 5% between existing steps 1, 2, 3, 4, and 5, and 2.5% between additional steps 6, 7, 8 and 9. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment A)

Employees hired on or after July 1, 2021: The salary range for new hires will consist of 11 steps, with 2.5% between steps. The top step of the salary range for new hires will be approximately 5% lower than the new top step for current employees. Employees will advance through the salary range on an annual basis consistent with City personnel policies and procedures. (Attachment B)

B. Call Back Pay/Standby Pay:

Call Back Pay: When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two hours at the rate of time and one half their normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one half for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or ~~Community Services Director~~ or designee, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen-minute intervals at the rate of time and one half. Cumulative time spent on the telephone in excess of 15 minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work

Standby Pay: ~~Wastewater Treatment Plant Operators and Maintenance Workers will~~ may be Bargaining Unit employees required to be on standby outside of their normal working hours and will receive \$3.00 for each hour of assigned standby time, as directed by the ~~Community Services Director~~ City Manager or designee. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

C. Cost of Living Adjustments:

Effective the first full pay period inclusive of July 1, 2021, all bargaining unit employees shall receive a base wage increase of two percent (2%).

Cost of Living Adjustments will be provided to all bargaining unit members on July 1, 2022, 2023, 2024, and 2025, based on an average of the two CPIs of San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers, minimum 2%, maximum 4%. Averages will be based on April to March for the purposes of yearly City budgeting.

D. Wastewater Treatment Plant Operators:

When a Wastewater Treatment Plant Operator License is required: Upon successful completion, the City shall pay for all out-of-pocket costs related to obtaining a Grade 2 or 3 Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours. The City shall pay for the cost of Grade 2 or 3 Wastewater Treatment Plant Operator license renewals

- E. Operator in Training Program. The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

The City shall:

- a. Reimburse for approved schooling, including course materials upon successful completion of the course. ~~Pay for approved schooling, including course materials~~
- b. Provide travel compensation to and from schooling and testing locations.
- c. Pay for certification and test.
Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.
- d. Pay employees regular salary for attending classes during their normal scheduled working hours. No over time will be paid for attending classes.

Employees participating in the OIT Program shall:

- a. Study on employee's own time.
- b. Submit requests for City approval of qualified courses upon a submission of the complete program summary.
- c. Timely schedule and pass tests and qualify for certification.
- d. Apply with regulatory agencies for needed extensions.
- e. Keep ~~management~~ the City informed of progress and program status.
- f. Track qualified hours and report their hours accomplished and needed to the City.

F. Pay Differential for Acting Supervisor

- 1. When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.
- 2. The 5% differential shall cease when the absent incumbent returns to duty.

- G. Out of Class Pay: When an employee is assigned to do the work of a higher paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out of class work is performed.

- H. Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

- I. Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive certificate pay, the employee must have the certificate program approved by his/her supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole determination of the City and are subject to the operational needs of the City for

continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

- ~~E. Extra Salary Adjustment for Outstanding Performance: The City Manager may adjust, at her/her discretion, the compensation of an employee by an additional 5% step based on the evaluation of the employee's performance that indicates the employee has substantially exceeded performance standards and the City Manager concludes that the additional step is warranted. The City Manager shall advise the Council of any such outstanding performance salary adjustments.~~
- ~~J. Performance Pay at Top Step: Unit employees are eligible for an additional 3% performance pay after reaching the 5th step of the salary range, based on an overall rating of "Exceeds Expectation" checked on the current Performance Evaluation form.~~

ARTICLE 7: OVERTIME

- A. Definition. Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation CTO or holidays will not have such time count towards the 40-hour calculation.
- B. Policy. It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.
- ~~C. Overtime Pay. Overtime shall be paid at the rate of pay of time and one half of the employee's base salary. City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one-half.~~
- C. Compensatory Time Off. ~~The City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one-half. Effective July 1, 2021, CTO time will be capped at 80 60 hours. All future accrued CTO time over the new 80 60 -hour cap will be paid out as overtime pay. Existing accrued CTO banked hours over the new 60-hour cap may be taken until the new 60 hour cap is reached. All accrued CTO will be paid out annually at the first pay period in January. will be "frozen" with no further hours accruing to that bank. Upon request and approval of the City Manager, employees may cash out accrued CTO hours, including any accrued CTO hours over the new 60-hour cap, provided that notice is given during the month of December and will be paid out not later than the second pay period in January. Newly accrued hours will be accrued separately in the new bank subject to the 80 60-hour cap. An effort is to be made to reduce the frozen hours by scheduling time off with the employee's supervisor. CTO leave shall require a minimum of 3 work days advance notice.~~

Employee Held Over After Conclusion of Regular Work Shift: When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and ½) for hours worked in excess of his/her regular work shift. After 12

hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

- D. Meal Reimbursement: If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be reimbursed for the actual cost of a meal not to exceed \$18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

~~A. After one month of permanent employment, all Union represented employees are entitled to participate in the Stationary Engineers, Local 39 Health and Welfare Trust Fund as set forth in Addendum A. Employer pays 100% of the premium for the bargaining unit employee and dependents through December 31, 2016 at the cost level set by the Trust Fund (currently \$1,956 per month).~~

~~B. Effective January 1, 2017, the City will discontinue participation in and contributions to the Trust fund but the City will initiate a medical/vision/dental/life insurance program and provide the cost of benefits selected by existing Local 39 represented employees, up to the current \$1,956 per month contribution amount for employees.~~

~~The City will offer and pay for full cost of dental, vision, and life insurance within the limits below.~~

~~C. Effective January 1, 2018, the City will contribute 100% of the first \$800 and 95% of the cost over \$800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of \$1,898, with the represented employee paying 5% of the cost over \$800 and any amount over City maximum contribution.~~

~~D. Effective January 1, 2019, the City will contribute 100% of the first \$800 and 90% of the cost over \$800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of \$1,840, with the represented employee paying 10% of the cost over \$800, and any amount over City maximum contribution.~~

~~E. Effective January 1, 2020, The City will contribute 100% of the first \$800 and 80% of the cost over \$800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of up to \$1,725, with the represented employee paying 20% of the cost over \$800, and any amount over City maximum contribution. per month towards the premium cost for City provided medical, dental, and vision insurance coverage. Any costs above \$1,725 per month will be paid by the employee.~~

~~F. Effective January 1, 2024, the City will contribute up to \$1,875 per month towards the premium cost for City provided medical, dental, and vision insurance coverage. Any costs above \$1,875 per month will be paid by the employee.~~

- G. ~~Union employees hired on or after January 1, 2017, will be subject to the shared costs set forth in the above tier schedule.~~
- H. Employees hired prior to July 1, 2021 having other medical benefits in place and providing evidence to the City of those benefits will receive an in-lieu taxable stipend ~~(currently a minimum~~ of \$800 per month as long as they maintain those benefits. The City will contribute 100% of the cost of dental, vision, and life insurance coverage for employee only for those who have opted out of medical coverage. Employees hired July 1, 2021 or later shall receive and in-lieu taxable stipend of \$400 per month.
- I. In the event of death prior to discharge for cause, the City shall pay to his/her estate all retirement, deferred compensation; lay off benefits and all accrued vacation, CTO and sick leave, at the employee's hourly rate of pay.

ARTICLE 9: RETIREMENT PROGRAM

A. Retirement Benefits:

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.
2. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

- ~~1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security. The City shall pay, on behalf of the employee 2% of the employee's contribution to PERS. The employee will pay 5% of the 7% employee contribution rate. Effective January 1, 2017, the City will discontinue the 2% Employee portion of the PERS contribution to the "Classic" PERS employees, and will add an additional 2% to the salary schedule of the "Classic" PERS employees to replace the 2% previously paid for the employee portion.~~
1. Employees shall pay the full employee contribution to PERS retirement as required by law.
 2. The employee shall pay the full amount of the employee's contribution rate to Social Security.

A. PEPRA Retirement Contributions:

1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.

ARTICLE 10: HOLIDAYS

A. ~~In accordance with Government Code and the City Personnel Rules and Regulations, and items B through E below,~~ the following holidays shall be observed by the City:

1. January 1st
2. The third Monday in January, (Martin Luther King Day)
3. One Floating Holiday instead of Lincoln's Birthday
4. The third Monday in February
5. The last Monday in May (Memorial Day)
6. July 4th
7. The first Monday in September (Labor Day)
8. The second Monday in October (Columbus Day)
9. November 11th (Veterans Day)
10. Thanksgiving Day
11. The Friday immediately following Thanksgiving Day
12. December 24th (Christmas Eve)
13. December 25th (Christmas Day)
14. Every day designated by the President or Governor for public fast, thanksgiving or holiday and approved by the City Council.

~~B. If any Holiday should fall on a normal day off, the Holiday will be observed on a normal workday either preceding or following the Holiday.~~

B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. With the exception of employee on an approved alternate work schedule, employees who are not been permitted by the Department Head to take a designated holiday day off, shall be credited with one (1) additional day of vacation leave (8 hours) for each holiday not taken.

D. Employees who work on a City holiday shall be paid at the overtime rate of time and one half of the base salary.

E. No holiday pay shall be accrued when an employee has been off work on continuous unpaid status more than thirty (30) calendar days.

F. Employees must be a City employee in January to receive the floating holiday (Item A3)

ARTICLE 11: SICK LEAVE

A. Use of Sick Leave - Sick leave may be taken for absences from duty made necessary by:

1. Personal illness, caused by factors over which the employee has no reasonable immediate control.
2. Injury not incurred in the line of duty except where traceable to employment other than the City.

3. Medical, dental or eye examination or treatment for which appointment cannot be made outside of working hours.
4. Death of a close relative.
5. Hospitalization of a close relative or any member of the employee's household.
6. Care of a close relative, or any member of the employee's household who is ill or injured, though not hospitalized.

A close relative is defined as a spouse, child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent and grandchild.

- B. Sick Leave Accumulation - Sick leave with pay shall be granted to all fulltime employees. An employee shall accumulate one (1) sick leave day per month while in paid status from date of hire until terminated or on leave without pay. Part time employees shall accrue sick leave on a pro rata basis based on the average hours worked per month.
- C. Holidays During Sick Leave - Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.
- D. Sick Leave Notification and Proof of Illness - In order to receive compensation while on sick leave, the employee shall notify his/her immediate superior, prior to or at the time set for beginning his/her daily duties or as may be specified by the department head, or the reasons for requiring such.
- E. State Disability Insurance Integration: The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the State by the City. Employees shall advise the City of any communications from EDD within two work days of receipt.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

- A. Military Service: Military leave shall be granted in accordance with State and Federal law.
- B. Jury Duty: All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.
- B. Driver's License Renewal: The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program become eligible for vacation leave with pay as shown below:

- A. Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:

First two years of service	10 days per year
Beginning of year three through four	12 days per year
Beginning of year five through nine	15 days per year
Beginning of year ten through nineteen	20 days per year
Beginning of year twenty and on	25 days per year

- B. Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation will be at the employee's hourly rate.
- C. Vacation Leave Accumulation:
1. Vacation credits are earned and shall vest for the prior year upon the anniversary date of the employee's employment. Except as set forth below, vacation credits must be used during the next succeeding year. Accrued vacation credits may not be carried over from year to year without the prior approval of the City ~~Council~~ Manager or designee.
 2. Employees shall not accrue more vacation leave than two times their annual vacation leave accrual rate in a calendar year. Employees who reach the maximum accrual amount shall cease accruing vacation leave until the amount of accrued vacation leave is reduced below the maximum accrual amount.
 3. All eligible employees may take earned vacation after the completion of one (1) year of service not to exceed the total vested amount, upon two (2) weeks' notice and approval as to the appropriate department head.
 4. Vacation credits shall not be earned during periods an employee is on unpaid status, administrative leave pursuant to section 12.00, or sick leave in excess of the employee's accumulated sick leave allowance. The credits set forth in section 12.05, subsection (a), shall be adjusted on a per diem basis where an employee has been on leave not qualifying for vacation credits.
- D. Sickness During Vacation Leave: Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and not charged against vacation leave.
- E. Vacation Leave Scheduling: Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head, who shall approve the time employees may take their vacation within five days from the date of the request.

ARTICLE 14: REST PERIODS

- A. Lunch Periods: Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.
- B. Rest Periods: Employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

- C. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

ARTICLE 15: SCHEDULING

- A. Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week. Work schedules for each position shall be as established by the Department Head. The Department Head may change such schedules from time to time based on the needs of departmental operations and with approval of the City Manager. The Department Head, with seven (7) calendar days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off in which case the work day/shift worked shall not be considered compensable at the overtime rate of pay. In no event may an employee's work schedule be changed during the same pay period when the primary purpose of such change is to avoid payment of overtime. Employees may flex their schedules upon mutual agreement between their Department Head or designee.

~~A. — For those bargaining unit employees who work at the wastewater treatment plant as wastewater treatment plant operators, the City Manager has the ability, due to the critical nature of maintaining the wastewater treatment plant, to change the normal work week schedule as follows: 10 day/8hr. work schedule per pay period (hours in excess of a normal eight hour day will be calculated at overtime pay).~~

Temporary Change in Schedule: An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime

- B. Work Assignments: The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.
- C. Light Duty: As determined by the City, the City agrees to provide for light duty assignments if available.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. A probationary period may be extended with the approval of the City Manager. ~~Providing that during the initial six month period written evaluations are done at the three-month and six month intervals;~~ The city may extend the probationary period as determined by the employee's supervisor with approval of the City Manager, two additional three (3)-month periods.-If extended, a performance evaluation will be conducted at each three-month interval to determine possible ~~fulltime~~ permanent status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEWA. Responsibility for Performance Appraisals:

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.

B. Frequency of Evaluations:

1. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
2. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.

C. Review and Distribution of Evaluation

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.
2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
3. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FITNESS FOR DUTY

- A. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the essential functions of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the essential functions of the employee's position based on a medical or psychological condition or poses a threat to self or others. The City shall pay the cost of such examination.
- B. The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee. The physician's report shall include what, if any, reasonable accommodations the City may make to accommodate the employee.
- C. If, after consideration of the report and other pertinent information, the City concludes the employee is permanently unable to perform the essential functions of his/her present position, the City and employee will engage in an interactive process meeting to review and discuss reasonable accommodations. The employee may be represented at the interactive process meeting by a representative of their choosing. If the City is unable to accommodate the employee, the City may demote or transfer the employee to an appropriate vacant position. If it is concluded that the employee is unable to perform the essential functions of his/her position and the employee cannot be demoted or transferred to another vacant position, the employee's employment with the City may be terminated. Any such action shall be considered nondisciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.
- D. An employee demoted or terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the right to submit the matter to binding arbitration, pursuant to the Step 4 of the grievance procedure contained herein.
- E. After weighing the evidence submitted by both parties, the employee shall be reinstated if the arbitrator determines that the employee is fit to perform the essential functions of his/her former position. The arbitrator may elect to make an employee whole.

ARTICLE 20: FILLING PERMANENT VACANCIES

- A. Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

- B. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

ARTICLE 21: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

- A. Notice of Layoff: The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.
- B. Order to Layoff: Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.
- C. Bumping Rights: A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.
- D. Re-employment: A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.
- E. Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 23: UNIFORMS FURNISHED AND MAINTAINED

- A. The City shall furnish and maintain public works department employee's uniform. Cleaning shall be on a weekly basis.

- B. Employees assigned to maintenance, water or wastewater, and have been designated by the City Manager to wear safety boots may submit purchase receipts with their request for payment in an amount not to exceed two hundred seventy-five dollars (\$275) annually. This stipend may also be used for the purchase of work jackets.

ARTICLE 24: HEALTH AND SAFETY

- A. Safety equipment is supplied by the City of Colfax to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.
- B. Inoculations: The City shall pay for all inoculations required by the State of California, or as required by the City.

ARTICLE 25: TUITION REIMBURSEMENT AND TRAININGS

- A. Tuition Reimbursement: The City shall reimburse employees up to \$1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.
- B. Training Courses: Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article 28 B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

ARTICLE 26: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

- A. Disciplinary Procedure:
1. The concerned employee shall be given written notice of the proposed action

within seven (7) calendar days from the date the appointing authority becomes aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the changes being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.

2. The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.
 3. After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to ~~respond~~ request a meeting, or respond either orally or in writing (at the option of the employee), to the authority initially imposing discipline. This meeting and/or response shall constitute a "Skelly" hearing.
 4. ~~No discipline shall be imposed, other than emergency suspensions prior to the conclusion of the grievance procedure; and discipline then imposed shall be effective after that time.~~ Proposed discipline shall only be imposed after employee receipt of the City's decision following the response meeting ("Skelly" hearing).
 5. Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article 20 (A) 1 Notice of Layoff.
 6. Employees shall have the right to appeal the decision of the City. Appeals may be filed for binding arbitration pursuant to Step 4 of the grievance procedure in Article 26 of this Agreement.
- B. Suspension: The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.
- C. Demotion: The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
- D. Reduction in Salary: The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.

- E. Discharge: An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.
- F. Cause for Discipline: Disciplinary action up to and including termination may be taken for any of the following:
1. unauthorized absence
 2. the commission of conviction of any felony or any other crime involving moral turpitude
 3. disorderly conduct
 4. incompetence or inefficiency
 5. insubordination
 6. intoxication while on duty or on standby
 7. neglect of duty
 8. willful or negligent damage to public property or waste of public supplies or equipment
 9. violation or negligent damage to public property or waste of public supplies or equipment
 10. willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders.
- G. Aggrieved Employee Representation: An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

ARTICLE 27: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings. Disciplinary appeals shall be submitted directly to Step 4 of the grievance procedure.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

- A. Informal Grievance Procedure: Within five (5) working days of the event giving rise to a

grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

- B. Formal Grievance Procedure: If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

Step 1 - Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2 - If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3 - Mediation. With the approval of all parties, the California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4

Step 4 - Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

1. Selection of Arbitrator: A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.
2. Decision: In all cases ~~other than termination from employment~~, the decision of the arbitrator shall be final and binding. ~~The arbitrator's decision on termination shall be advisory to the City with the final decision made by the City Council.~~ The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.
3. Cost: The fees and expenses of the arbitrator and the court reporter, if required by

the arbitrator or requested by a party, shall be shared equally by the parties.

4. Witnesses: The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 28: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 29: HOME RETENTION OF ~~USE OF CITY VEHICLES/ MILEAGE~~

- A. ~~Employees-Home retention of City vehicles may be permitted with the prior approval of the City Manager. may drive City vehicles home at the discretion of the supervisor or City Manager.~~
- B. Mileage Reimbursement: When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 30: CATASTROPHIC LEAVE PROGRAM

- A. Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:
 1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.
 2. Donations must be made to a specified individual only.
 3. The person receiving the donated hours must have achieved regular status with the City.
 4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

5. Example: Employee A is paid at ten dollars (\$10) per hour and donates one hour to employee B who is paid at five dollars (\$5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment. Once donated, vacation or CTO hours cannot be reclaimed by the donor.
 6. The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.
 7. In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- B. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 31: FULL UNDERSTANDING MODIFICATION WAIVER

- A. The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.
- B. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2013.

ARTICLE 31: SEVERABILITY OF PROVISIONS

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

ARTICLE 32: PREVAILING RIGHTS

All matters within the scope of meeting and conferring that have previously been adopted been adopted through rules, regulations, ordinances, or resolutions which are not specifically

superseded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

DATE: _____

IUOE, LOCAL 39

Bart Florence, Business Manager

Jeff Gladieux, President

Charlie Solt, Director of Public Employees

Stephen Hatch, Business Representative

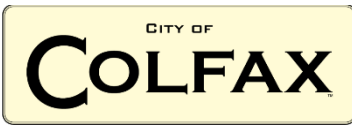
Bret Ellis, Bargaining Team Member

Treggan Mullinex, Bargaining Team Member

CITY OF COFAX

Sean Lomen, Mayor

Wes Heathcock, City Manager



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Animal Control Contract

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$75,901	Fund(s): 100-5510
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RECOMMENDED ACTION: Adopting Resolution __-2021 authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a three year term in an amount not to exceed \$75,901.

Summary/Background

The Current contract for Animal Control and Care Services expires June 30, 2021. Staff received an updated contract from Placer County Health and Human Services for a three year term. The first year contract amount is \$24,556 payable in four quarterly installments of \$6,139. The subsequent year's costs are identified in the table below.

Year	2020/21 Current Rate	2021/22 New Rate	2022/23 New Rate	2023/24 New Rate		
Quarterly Rate	\$5,769	\$6,139	\$6,323	\$6,513		
Annual rate	\$23,076	\$24,557	\$25,292	\$26,052	\$75,901	Total

Staff recommends approving the new contract with Placer County Health and Human Services based on the continuation of consistent field and enforcement services related to domestic animals within the City limits.

Fiscal Impacts

For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount not to exceed \$75,901 over the course of a three-year contract.

Attachments:

1. Resolution __ - 2021
2. Animal Control and Care Service Agreement

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL CONTROL SERVICES FOR A THREE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$75,901

WHEREAS, the County of Placer, Department of Health and Human Services (“County”) and the City of Colfax (“City”) are parties to the Animal Control and Care Services Contract (the “Contract”) for the provision of animal services by the County to the City; and,

WHEREAS, the County has submitted the attached Contract which provides for Animal Services to the City for a three-year term to be paid quarterly in an amount not to exceed \$75,901; and,

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve the Contract.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for animal control services for a three year term in an amount not to exceed \$75,901.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

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

ATTEST:

Amy Lind, Interim City Clerk

Sean Lomen, Mayor

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Animal Control and Care Services
 CONTRACT NO. **HHS000327**
 BEGINS: July 1, 2021
 ENDS: June 30, 2024
 ADMINISTERING AGENCY: Health and Human Services, Animal Services Division

This is an Agreement made and operative as of the 1st day of July, 2021, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

WHEREAS, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with animal control and care services, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** CONTRACTOR shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND NINE HUNDRED ONE DOLLARS (\$75,901)**. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to CITY on a quarterly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. COUNTY shall notify CITY no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.
- 4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

City of Colfax
Attn: Accounts Payable
P.O. Box 702
Colfax, CA 95713

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.
8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows.

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: Wes Heathcock, City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **ASSIGNMENT**: CITY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.
13. **NON-EXCLUSIVITY**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.
14. **TIME OF PERFORMANCE**: COUNTY agrees to complete all work and services in a timely fashion.
15. **ENTIRETY OF AGREEMENT**: This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
16. **GOVERNING LAW AND VENUE**: The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
17. **CONTRACTOR NOT AGENT**: Except as COUNTY may specify in writing CITY will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.
18. **SIGNATURES**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF PLACER ("COUNTY")

CITY OF COLFAX ("CITY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Signature

Print Name, Title

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

Approved as to Form
Office of City Attorney

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

EXHIBIT A**SCOPE OF SERVICES****1. DESCRIPTION OF SERVICES:**

- 1.1. Animals seized or picked-up by COUNTY within CITY'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.
- 1.2. COUNTY will keep, maintain, and care for stray and owner surrendered animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754... Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754..

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.
- 1.3. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.
- 1.4. COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.
- 1.5. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from CITY subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.
- 1.6. Animals/specimen delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the CITY of the outcome and any Public Health recommendations as appropriate upon receipt of the results.
- 1.7. COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Exhibit B. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.
- 1.8. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.

- 1.9. CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.
- 1.10. CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Exhibit B, Payment Provisions under the heading "Field Services".
- 1.11. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.
- 1.12. COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement.

DRAFT

EXHIBIT B**PAYMENT PROVISIONS**

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed **Seventy-Five Thousand Nine Hundred One Dollars (\$75,901)**. This amount is meant to be a maximum and COUNTY will bill based on actual services. This amount allows for flexibility to include the annual California Department of Industrial Relations Consumer Price Index (CPI) increases up to 3%. Changes to this maximum contract amount due to an increase in pro-rata share shall be memorialized in a subsequent amendment.

1. **Charges for Animal Services**

The charges for all services set forth in Exhibit A, Scope of Services shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2021-2022 budgeted operating cost. For Fiscal Year 2021-2022, charges are set at **Six Thousand One Hundred Thirty-Nine Dollars (\$6,139) per calendar quarter**. Charges for Fiscal Years 2022-2023 and 2023-2024 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers. The adjustment shall be calculated using the most recent twelve-month period data available as of April 30 for each year.

2. **Charges for Field Services**

Charges for services provided in accordance with Section 1.9 of Exhibit shall be billed separately as detailed below.

- 2.1. For any field services performed by COUNTY the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.110.
- 2.2. Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.110.
- 2.3. Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

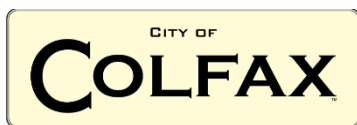
COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. **INSURANCE:**

It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: Waste Water Backup Diesel Powered Generator Replacement Project –
 Rosendin Electric

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$447,569	Fund(s): 574
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RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to execute a Construction Services Agreement with Rosendin Electric to replace five existing backup diesel generators at the sewer collection lift stations and Wastewater Treatment Plant in an amount not to exceed \$447,569, which includes a 10% contingency.

Summary/Background

The City of Colfax experienced an excessive level of power interruption (207 hours) during the Public Safety Power Shutoff (PSPS) in the month of October 2018. The PSPS events placed additional burden on the City of Colfax sewer collection system and Waste Water Treatment Plant (WWTP) back-up generators. Subsequently, CalOES released grant opportunities for communities' resources impacted by the PSPS event.

The City of Colfax City Council authorized the City Manager to apply for the replacement of the WWTP and sewer collection system generators. The City of Colfax was awarded \$300,000 for the aforementioned project. The Generator Project is required to be completed by October 31, 2022.

On April 15, 2021, with the assistance of Wood Rodgers, Staff solicited proposals to replace the four sewer collection system lift station generators and the WWTP generator. On May 13, 2021 three proposals were received. All of the bids were deemed responsive and the lowest bidder was Rosendin Electric with a base bid of \$406,881.

Rosendin's bid exceeds the \$300,000 CalOES grant by \$106,881; however, the City will obtain \$58,000 from Excel Equipment Company Inc. as part of the repurchase. The remaining variance of \$89,569, which includes a 10% contingency, staff is recommending using the federal stimulus funding.

Staff recommends that City Council authorize the City Manager to enter-into the attached \$447,569 construction contract with Rosendin Electric to replace the five existing backup diesel generators.

Fiscal Impacts

The Wastewater Backup Diesel Powered Generator Replacement Project will be funded in part by an awarded grant by CalOES in the amount of \$300,000.00. The additional amount of \$147,569.00 will be allocated through generator repurchases (\$58,000) and federal stimulus funding (\$89,569). The total amount is \$447,569.00.

Attachments:

1. Resolution __ - 2021
2. Rosendin Agreement
3. Wastewater Backup Diesel Powered Generator Proposal

City of Colfax City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH ROSENDIN ELECTRIC TO REPLACE FIVE EXISTING BACKUP DIESEL GENERATORS AT THE SEWER COLLECTION LIFT STATIONS AND WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$447,569 INCLUDING A 10% CONTINGENCY

WHEREAS, On October 2018 the City of Colfax experienced an excessive level of power interruptions due to Public Safety Power Shutoffs (PSPS); and,

WHEREAS, the City Council authorized the City Manager to apply for the replacement of the Wastewater Treatment Plant (WWTP) and sewer collection system generators; and,

WHEREAS, a grant was awarded to the City of Colfax in the amount of \$300,000 by CalOES for communities impacted by PSPS events, with the requirement that the project needed to be completed by October 31, 2022; and,

WHEREAS, On April 15, 2021, staff solicited proposals to replace four sewer collection system lift station generators and the WWTP generator; and,

WHEREAS, On May 13, 2021, three proposals were received with Rosendin Electric being selected as the lowest qualified bid in the amount of \$406,881.

WHEREAS, the City Council finds and determines that it is in the City’s best interests to authorize the City Manager to execute a contract with Rosendin Electric for construction services for the replacement of the Waste Water Treatment Plant (WWTP) and sewer collection system generators.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute a Construction Services Contract with Rosendin Electric to replace five backup diesel powered generators for the City sewer collections system and WWTP in the amount of \$447,569 which includes a 10% contingency.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

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

ATTEST:

Amy Lind, Interim City Clerk

Sean Lomen, Mayor

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **23rd of June, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Rosendin Electric, 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 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 within 180 working days from data of notice to proceed. 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: Rosendin Electric, Inc.
Attn: Tammi Rapozo
1338 N. Market Blvd.
Sacramento, CA 95834

Section 23. Execution.

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

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

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

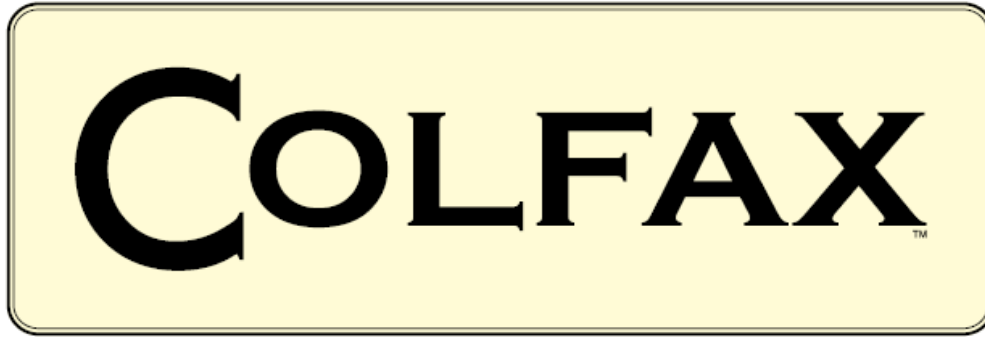
IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY
Signature _____
Printed Name Wes Heathcock
Title City Manager
Date _____

CONTRACTOR
Signature _____
Printed Name _____
Title _____
Date _____

APPROVED AS TO FORM:

City Attorney



CITY OF COLFAX
STATE OF CALIFORNIA

REQUEST FOR PROPOSALS

BACKUP DIESEL POWERED GENERATOR REPLACEMENT

April 2021 (Revision 1)

Proposals Due: 2:00 PM, May 13, 2021

Non Mandatory Site Walk: 10:00 AM, April 27, 2021

City Wastewater Treatment Plant
South end of Grand View Way, Colfax, CA

City Project No. 574
CAL OED ID#061-14498

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FIGURES

- 1. Generator Locations and Site Walk Meeting Location

APPENDICES

- A. Engine Generator Performance Specification
- B. As-Built Drawing of the Generator Sites
- C. City of Colfax Standard Construction Agreement

1 INTRODUCTION & PROJECT SUMMARY

The objective of this Request for Proposal (RFP) is to identify and select the lowest cost and most qualified Contractor for the purchase and installation of a five stationary backup diesel powered generators.

Contractors shall be California licensed and qualified to supply and integrate backup diesel powered generators at five locations throughout the City of Colfax (City), including its waste water treatment plant and four sewer lift stations. The site locations are illustrated in Figure 1, attached. The sites have existing generators installed around 2010 and the new generators will replace the existing generators. In general, this will be an in-kind replacement except where technology, regulations or other conditions dictate. The successful contractor shall comply with the requirements, general conditions and specification stated in this request for proposal (RFP).

1.1 Project Description

The City of Colfax is located in Placer County serving a community of approximately 2000 residents. The location and City limit are provided in Figure 1. Figure 1 also shows the location of the generator sites.

The City has funding through a California Office of Emergency Services (CalOES) grant to purchase and install/replace generators at its wastewater treatment plant and five sewer lift stations.

The City of Colfax proposes to replace its existing five generators with newly manufactured units that meet the power demands from the facilities they will be serving and in compliance with federal air quality regulations for stationary emergency power generation. The minimum specifications for the generators are enumerated in the “Engine Generator Performance Specifications” included in Appendix A.

The work will further include removal of the existing generators to a site designated by the City but within or near the city limits. At the option of the City, the work may also include those bid items listed in the Fee Schedule.

1.2 Site information

It is expected that the new generators will utilize the same foundations and conduits as the existing generators that they are replacing. It is the responsibility of the bidding contractor to assess the sites to determine if modifications are needed. All modification shall be designed and construction of the Contractor and the price of such work included in the various bid items in their proposal.

A non-mandatory pre-proposal site walk is scheduled for ~~April 13, 2021~~ April 27, 2021. The site walk will start at the City’s wastewater treatment plant as indicated in Figure 1. Bidders may make one follow-up visit with 48 hours advanced notification and scheduled with City staff. A request to visit the site shall be made to **Jim Fletter, Project Manager, at jfletter@woodrogers.com**.

2 SPECIFICATIONS

2.1 Engineer Generator Performance Specifications

All proposed generators shall be the minimum requirements in the “ENGINE GENERATOR PERFORMANCE SPECIFICATION” attached to this RFP as Appendix A.

2.2 Design

Any modifications to the sites require to install functioning generators shall be designed by qualified and California licensed engineers for the discipline that the modification involve.

2.3 Generator Disposal

Disposal of any generator shall be performed in a safe and legal manner to protect the City and the environment.

2.4 Temporary Generator at Lift Station 5

During the time period where the generator at Lift Station 5 is non-operational, the Contractor will provide a temporary generator to operate the lift station to ensure continuous operation of the pump station in the case of a utility outage. The generator fuel supply shall be sized to operate one pump for a minimum period of 24 hours. During temporary generator operation, the Contractor will ensure the tank is refilled as needed to maintain continuous operation. The City will reimburse the Contractor for all fuel costs from fueling receipts.

3 GENERAL REQUIREMENTS

The generators shall be warrantied for minimum of 5 years.

All work shall be in accordance with latest National Electric Code, State and Local Codes.

The Contractor shall submit complete Electrical, Civil and Structural drawings for any necessary modifications to the facilities. All plans shall be stamped and signed by California licensed engineers in the field in which a particular design element applies. This may include but may not be limited to electrical engineering, civil engineering and structural engineering.

The Contractor shall submit shop drawings for the equipment and components for review and comment as well as manuals and record drawings for all work provided under this contract for City use.

The Contract shall reuse or replace all conductor between the existing transfer switches, control cabinets and the generator as needed. It is the responsibility of the Contractor to determine whether conductor can be safely reused prior to bidding and the cost for replacing conductors shall be included in the bid.

Contract to obtain a City of Colfax Business License prior to beginning any work.

Design services, as needed, shall be performed by qualified Engineers and other professionals selected and employed or subcontracted by the Contractor. The professional obligations of such persons shall be undertaken and performed in the interest of the

Generator Replacement | Request for Proposals

Contractor. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Contractor and acting in the interest of the Contractor. Nothing contained herein shall create any contractual relationship between the City and subcontractors, Architects, Engineers and/or suppliers of the Prime Contractor.

The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation; pads and structures (as needed), ground system, underground electrical work, hoisting, rigging, project management, insurance, etc. for all work described herein specified and or required to complete the project to the satisfaction of the City.

The Contractor shall submit a Schedule of Values after project award but prior to notice to proceed. The Schedule of Values shall include payment schedule based upon actual milestones, not calendar dates. Final payment shall not be issued prior to full Permission To Operate (PTO) issued by any authorizing agencies such as PG&E, if applicable. Conditional PTO will not be considered an acceptable milestone.

3.1 Utility requirements

Ensure the design meets local utility interconnection requirements, if applicable. The application process has been started with PG&E by the Contractor on behalf of the City. This responsibility includes, but may not be limited to, submitting the design to the utility company and securing approval per the utility company's interconnection requirements.

The Contractor shall copy and keep the City informed at all times on all communication with the utility. The City maintains the right to take the interconnection application back under its control at any time.

3.2 Qualifications (experience), insurance and bonding

All Bidders shall be Contractors in the state of California with ~~both a General and~~ C-10 Electrical licenses. All Bidders shall provide evidence of ten years of experience in the industry providing similar sized systems. All Bidders shall provide at least three projects with references and contact information.

Contractor shall provide and maintain insurance and endorsement as identified in the City contract provided in Appendix D.

Contractor shall bond for the entire work based upon the final cost of the work including. Performance or labor bonds are NOT required.

3.3 Selection process, award process

The project will be awarded based upon price and proposal. The Project will be awarded to the selected Contractor based on a best value evaluation pursuant to California Public Contract Code Section 22614 and in compliance with State regulations.

The City reserves the right to reject all proposals for any reason.

3.4 Prevailing Wages and Federal Labor Standards

The successful proposer who is awarded this project will be required to comply with all applicable provisions of the State labor codes, including all prevailing wage requirements of State of California Department of Industrial Relations. Contractor is required to pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the

California State Department of Industrial Relations. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

In accordance with Labor Code Section 1770 et seq., the Project is a "public work". The successful Contractor and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. This Project is subject to compliance monitoring and enforcement by the DIR. The Awarded Contractor shall maintain all records in accordance with Federal and State requirements and shall cooperate with the City's labor compliance monitoring consultant to the fullest extent possible.

3.5 Worker's Compensation

Section 1861 of the California Labor Code requires each contractor that is awarded a public works contract to sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

3.6 CEQA/NEPA Summary

The City will be responsible for the California Environmental Quality Act (CEQA) process, study, and determination. Contractor shall coordinate with City staff to ensure consistency between project plans and the CEQA project description, and also to ensure any project design features or mitigation measures (if needed) are feasible and incorporated into the design plans. At this time, the City anticipates the project have some mitigation measure but will make the final determination at the time design plans are prepared.

3.7 No Warranty by City

Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data and other information provided to, or reviewed by, them relating to the Project, Site or Existing Improvements and nothing stated therein, in the RFP Documents or in any other information provided by the City shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the City with respect to the completeness, accuracy or sufficiency thereof.

3.8 Confidentiality of Design and Pricing Information Prior to Award

It is understood that all responses sent to the City are sent as confidential documents. City shall make reasonable efforts, consistent with applicable laws, to refrain from disclosing to competing proposers prior to Award, the content of any information on design, prices or pricing that is contained in another proposer's Proposal. No part of the responses will be made public or shown to any persons outside of the City and its Review Committee until

after a decision has been made by City staff on who to recommend for award to the City Council and a contract has been executed by the proposer, at which time all documents will be public record, per applicable law.

3.9 Proposal Validity

The offer represented by each proposer's Proposal will remain in full force and effect for ninety (90) days after the Proposal Due Date. If award has not been made within ninety (90) days after the Proposal Due Date, each proposer that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

3.10 Ownership, Copyright

Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Proposal, or any other documents submitted by proposer to City, shall be deemed the sole and exclusive property of the City, all copyrights thereto shall be deemed assigned to and held by the City, and the proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of any proposer that does not receive Award of the Agreement to copy, use or incorporate such technical design information contained within its own Proposal for its own use in the conduct of its business trade or profession; and (2) with respect to the proposer who receives Award of the Agreement, such proposer's rights and obligations with respect to copying, use or incorporation of such technical design information in any projects or work other than the Project shall be governed by the terms of the Agreement and General Conditions.

3.11 City of Colfax Rights

The City reserves the right to waive minor irregularities and omissions in the information contained in the Proposal submitted, and to make all final determinations. The City reserves the right to decide not to award an agreement as a result of the RFP or cancel the RFP process. The City shall not be obligated to respond to any Proposal submitted, nor be legally bound in any manner by the submission of the Proposal. The City reserves the right to negotiate Project deliverables and associated costs.

The City reserves the right to request Proposal revisions.

The issuance of an RFP constitutes only an invitation. The City reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in the RFP and the right to seek clarification from any proposer submitting Proposals. The City also reserves the right to reject any or all Proposals received as a result of this solicitation; to extend the Proposal due date for RFP's; to modify, amend, reissue or rewrite this RFP document; and to procure services by other means. In the event the RFP is withdrawn by the City prior to the receipt of RFP Proposals, or if the City does not proceed for any reason, the City shall have no liability to any proposer for any costs or expenses incurred, in connection with the preparation and submittal of a response to this RFP

3.12 Project management and meetings

Due to the nature of the project pre-scheduled construction meetings are not anticipated. However, the City reserves the right to require period meeting as it's discretion.

The awarded Contractor shall prepare a construction schedule. The schedule shall be revised monthly with a copy thereof to be submitted with each Project Application for Payment. In addition to the monthly update, the schedules shall also be revised at appropriate intervals as required by the conditions of the Work and Project with a copy submitted to the City

3.13 Safety & Security

The Contractor shall be responsible for securing the sites and related construction and equipment staged at each site. All equipment or materials not able to be staged near the site areas shall remain off-site and in a Contractor controlled facility that is not owned or controlled by the City.

4 PROPOSAL

4.1 PROPOSAL SUBMITTAL:

Three (3) copies of the following information shall be submitted with the bid. The following format is required to allow easier comparison of proposals. Additional information, in the form of brochures, etc., may be submitted as appendices. Return of any material, if desired, must be arranged by the Contractor at their expense. If this is a joint proposal between multiple firms, items 2 and 3 shall include the required information for all firms involved in the proposal.

1. Date.
2. Legal name of contractor or subcontractor, address, telephone number, email address and the year firm was established.
3. Identify who would be the principal in charge of the project, and who would be the City's project contact.
4. Give a representative listing of projects completed in the past five years, with a special emphasis on work of this type for a public agency. If more than one firm is involved in this proposal, specify which firm was involved in the representative project.
5. Provide a list of references, with contact persons and phone numbers from agencies/private companies for whom your firm has provided similar services.
6. List any other information that might aid in ascertaining your firm's qualifications.
7. A copy of the City's standard Consultant Services Agreement is provided in Appendix C. Provide a summary of changes to the standard language, which will be requested by the firm if selected. Do not fill out the forms.

Fill in and attach the following Fee Schedule Form.

Mail or deliver the above information and the Fee Schedule to

<p>Sealed proposals from interested contractors must be submitted by 2:00 PM on May 13 2021 to and with the following information:</p> <p>City of Colfax ATTN: CITY CLERK 33 S Main Street Colfax, CA 95713</p> <p>GENERATOR REPLACEMENT – DO NOT OPEN</p>

4.2 FEE SCHEDULE FORM

A. BASIS OF BID

The undersigned declares that he/she has examined the location of the proposed work, that he/she has examined these contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said contract documents, for the following unit price:

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
1	Supply Generators	LS	1	\$238,457.00
2	Remove Existing Generators	LS	1	\$35,081.00
3	Install, Test, Startup and Warrantee Generators	LS	1	\$133,343.00
A. Total Cost (Basis of Bid)				\$406,881.00

This basis of bid shall be used to compare cost between all proposals. The work for these items shall include, but may not be limited to, all submittals, equipment, labor, parts, installation, wiring, testing, commissioning, bonding, and warranties to provide the City with backup diesel powered generators in conformance with specifications and that are fully operational for the facilities they will serve. Bid Item 2, removal of existing generators, shall include cost to relocate the existing generators to City designated site within five miles of the city limits. Removal shall also include transfer of all fuel to temporary storage tanks and then utilizing that fuel for the new generator. All generators removed and stored shall be drained of all fluids and safely conditioned for long term storage in the outdoor environment for which they will be subjected.

Work shall further include any necessary traffic control to safely execute the work and a temporary generator at Lift Station 5.

The cost to fuel the temporary generator shall not be included in these bid items. The City will reimburse the Contractor based on provided fueling receipts.

Generator Replacement | Request for Proposals

B. OPTIONAL ADDITIVE BID ITEMS

The Contractor shall provide cost for the following bid items. The City reserves the right to accept or reject in whole or in parts each additive bid item at its discretion with no penalty to the City.

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
4	Contract to Own and Repurpose Existing Generators	LS	1	NOT IN CONTRACT
5	Trailer Mount the Existing Lift Station 5 Generator	LS	1	NOT IN CONTRACT
6	Supply New Trailer Mounted Generator	LS	1	NOT IN CONTRACT
7	Install Portable Generator Transfer Switch and Plug at Lift Stations 1, 2 & 3	LS	1	NOT IN CONTRACT
8	Install Portable Generator Transfer Switch and Plug at Lift Station 5	LS	1	NOT IN CONTRACT
9	Five Year Parts and Service Plan	LS	1	NOT IN CONTRACT
10	Obtain Air Quality Permit for generators in Bid Schedule A (Basis of Bid)			NOT IN CONTRACT
11	Obtain Air Quality Permit for portable generator in Bid Schedule B Item 7 or 8			NOT IN CONTRACT

Bid Item 4 shall include credit to City for Contractor not having to remove the existing generators to a City designated site but and all cost or credit for the Contractor to ownership of the generators, haul them to a Contractor control site for disposal or repurposing. The generators shall be disposed or repurposed in a legal, environmental safe manner. An amount written with no indication as negative or parentheses shall be deemed a cost to the City. A number written with a negative sign in front or in parentheses shall be deemed as a credit to the City reducing the overall cost of the project if this line item is accepted by the City.

Bid Item 5 shall include the cost to mount the City's existing generator at Lift Station 5 on a trailer with a sound enclosure and fuel supply. The cost shall include but may not be limited to modifying the generator as necessary to recertify the generator at the tier required for this application, necessary adjustments for the cost/credit due to removal of this generator from Bid Items 2 and 4, delivery, testing and commissioning of the generator at all four lift station sites.

Bid Item 6 shall include the cost to purchase a new portable generator of the same size as the stationary generator purchased for Lift Station 5 in Bid Item 1. The cost shall include,

Generator Replacement | Request for Proposals

but may not be limited to, submittals, delivery, testing and commissioning of the generator at all four lift station sites.

Bid Item 7 & 8 shall include design and installation of a transfer switch and plug for a portable generator connection at each of four sewer lift stations. The Contractor shall work with the City representative to locate and design the transfer switch and plug to the latest NEC codes for the purpose of connecting a portable generator to operating each lift station if a stationary generator is not operating. Cost for this bid item shall include but may not be limited to design, plan submittal and revisions, labor, parts and equipment, tools, testing and commissioning to provide the City with a complete working system.

Bid Item 9 shall include cost to provide scheduled maintenance of the five stationary generators for a period of five years as recommended by the manufacturer for this application.

Bid Item 10 & 11 shall include cost to obtain the necessary air quality permits from the relevant County, State or Federal agency on behalf of the City. Contractor shall provide all labor to coordinate with the agency(s). Permit fee cost shall not be included in this bid item. The City will pay all the costs due to the relevant agency(s) for the permits.

Project completion: The Contractor shall commence work within ten (10) days of the Notice to Proceed (NTP), and diligently prosecute the work to completion.

Contractor’s License Number: _____

Contractor’s License Classification: _____

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

Dated this _____ day of _____ 2021.

Contractor Name: _____

By: _____

TITLE: _____

Contractors Address: _____

Telephone Number: _____

5 TENTATIVE SCHEDULE:

While the successful Consultant will be required to prepare a project schedule, the following are tentative dates through contract execution

<u>Description of Task</u>	Dates
Requests for Proposals sent to Contractor and Publicly Advertised	4/6/2021
Non-mandatory site walk	4/13/2021 4/27/2021
Deadline to submit proposals	4/22/2021 5/13/2021
Final selection of Contractor	4/26/2021 5/17/2021
Council Award	5/12/2021 5/26/2021

6 SELECTION PROCESS:

The selection process will consist of the following:

1. City staff and City representatives will review and evaluate the submitted proposals and make a final selection based on compliance of the proposed equipment with the specifications, qualifications of prime contractor and sub-consultants, and the bid form costs.
2. Selection of highest rated Contractors will be based upon order of preference and the cost proposals.
3. The City will interview the highest rated Contractor at its discretion.
4. After negotiation of a mutually satisfactory agreement, the final selection will be submitted to the City Council with a recommendation for award of a contract. A copy of a "Sample" contract is provided in Appendix C.

APPENDIX A

ENGINE GENERATOR PERFORMANCE SPECIFICATION

ENGINE GENERATOR PERFORMANCE SPECIFICATION

1. General

1.1. Description of System & Site

- 1.1.1. Provide a standby power system to supply electrical power at 480 Volts, 60 Hertz, 3 Phase (**genset**). The system will utilize generators rated kW. (80 / 80/ 130/ 175/ 300 minimum). The generator shall consist of a liquid cooled diesel engine, a synchronous AC alternator, and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.
- 1.1.2. The site is an NEC ordinary location with no specific harsh environment requirements. The genset shall be applied at the listed ambient and elevation. Bidders to submit the generators rated power output at 110 degree ambient (°F) and 2500 elevation (Ft). Colfax, CA. Bidders are to submit the genset's sound level in dBA at 23 ft based on the configuration specified.

1.2. Requirements of Regulatory Agencies

- 1.2.1. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.
- 1.2.2. The generator set must conform to applicable NFPA requirements.
- 1.2.3. The generator set must include a listing for the UL2200 standard for stationary engine generator assembly.
- 1.2.4. The generator set must meet EPA federal emission guidelines for stationary emergency power generation.

1.3. Manufacturer Qualifications

- 1.3.1. This system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of 25 years, thereby identifying one source of supply and responsibility. Approved suppliers are Generac Industrial Power or an approved equal.
- 1.3.2. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.
- 1.3.3. Manufacturer's authorized service representative shall meet the following criteria:
 - 1.3.3.1. Certified, factory trained, industrial generator technicians
 - 1.3.3.2. Service support 24/7
 - 1.3.3.3. Service location within 200 miles
 - 1.3.3.4. Response time of 4 hours
 - 1.3.3.5. Service & repair parts in-stock at performance level of 95%

1.4. Submittals

- 1.4.1. Engine Generator specification sheet
- 1.4.2. Controls specification sheet(s)
- 1.4.3. Installation / Layout dimensional drawing
- 1.4.4. Wiring schematic
- 1.4.5. Sound data
- 1.4.6. Emission certification
- 1.4.7. Warranty statement Generator sizing calculations **Engine**

2.1. Engine Rating and Performance

- 2.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after-cooled engine of 4-cycle design. It will have adequate horsepower to achieve rated kW output with at an operating speed of 1800 RPM. The engine shall support a 100% load step and design to start large motors across the line.
- 2.1.3. The generator system shall support generator start-up and load transfer within 10 seconds.

2.2. Engine Oil System

- 2.2.1. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s).
- 2.2.2. The engine shall operate on mineral based oil. Synthetic oils shall not be required.
- 2.2.3. The oil shall be cooled by an oil cooler which is integrated into the engine system.

2.3. Engine Cooling System

- 2.3.1. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system. The coolant system shall include a coolant fill box which will provide visual means to determine if the system has adequate coolant level. The radiator shall be designed for operation in 122 degrees F, (50 degrees C) ambient temperature.
- 2.3.2. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer.

- 2.3.3.Engine coolant and oil drain extensions, equipped with pipe plugs and shut-off valves, must be provided to the outside of the mounting base for cleaner and more convenient engine servicing.
- 2.3.4.A radiator fan guard must be installed for personnel safety that meets UL and OSHA safety requirements.
- 2.3.5.Provide coolant heater.

2.4. **Engine Starting System**

- 2.4.1.Starting shall be by a solenoid shift, DC starting system.
- 2.4.2.The engine's cranking batteries shall be lead acid. The batteries shall be sized per the manufacturer's recommendations. The batteries supplied shall meet NFPA 110 cranking requirements of 90 seconds of total crank time. Battery specifications (type, amp-hour rating, cold cranking amps) to be provided in the submittal.
- 2.4.3.The genset shall have an engine driven, battery charging alternator with integrated voltage regulation.
- 2.4.4.The genset shall have an automatic dual rate, float equalize, 10 amp battery charger. The charger must be protected against a reverse polarity connection. The chargers charging current shall be monitored within the generator controller to support remote monitoring and diagnostics. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

Engine Fuel System

- 2.5.1.The engine fuel system shall be designed for operation on #2 diesel fuel and cold weather diesel blends.
- 2.5.2.The engine shall include a primary fuel filter, water separator, manual fuel priming pump, and engine flexible fuel lines must be installed at the point of manufacture. Element shall be replaceable paper type.
- 2.5.3.The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump.

Engine Controls

- 2.6.1.Engines that are equipped with an electronic engine control module (ECM), shall monitor and control engine functionality and seamlessly integrate with the genset controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements. All ECM fault codes shall be displayed at the genset controller in standard language – fault code numbers are not acceptable.
- 2.6.2.For engines without ECM functionality or for any additional genset controller monitoring, sensors are to be conditioned to a 4-20ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
- 2.6.3.Engine speed shall be controlled with an integrated isochronous governor function with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

2.7. **Engine Exhaust & Intake**

- 2.7.1.The engine exhaust emissions shall meet the EPA emission requirements for standby power generation.
- 2.7.2.The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system. A rain cap will terminate the exhaust pipe after the silencer. All components must be properly sized to assure operation without excessive back pressure when installed.
- 2.7.3.The manufacturer shall supply a critical grade exhaust silencer as standard. For applications with site specific sound requirements (reference section 1.1), the silencer shall be selected to achieve site sound levels.
- 2.7.4.For gensets in a weather or sound attenuated enclosure, all exhaust piping from the turbo-charger discharge to the silencer shall be thermally wrapped to minimize heat dissipation inside the enclosure.
- 2.7.5.The engine intake air is to be filtered with engine mounted, replaceable, dry element filters.
- 2.7.6.Lift Station 5 generator is within a building. Modify the existing exhaust system as needed.

3. **Alternator**

- 3.1. The alternator shall be the voltage and phase configuration as specified in section 1.1.1.
- 3.2. The alternator shall be a 4-pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector. Photo-sensitive components will not be permitted in the rotating exciter.The alternator shall include a permanent magnet generator (PMG) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating for 10 seconds.
- 3.4. The alternator shall support a maximum voltage dip of 15%.
- 3.5. Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. Single phase alternators shall be four lead and dedicated voltage designs (600v) shall be six lead. All leads must be extended into a NEMA 1 connection box for easy termination. A fully rated, isolated neutral connection must be included by the generator set manufacturer. The alternator shall use a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to ensure permanent alignment.The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 150 degrees C temperature rise.The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the

alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control panel -- thermal magnetic breaker implementation are not acceptable.

4. Controls

- 4.1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.
- 4.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: bi-fuel control, engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM) if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.
- 4.3. Communications shall be supported with building automation via the Modbus protocol without network cards. Optional internet and intranet connectivity shall be available.
- 4.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
- 4.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and data logging capabilities. In addition to standard NFPA 110 alarms, the application loads should also be protected through instantaneous and steady state protective settings on system voltage, frequency, and power levels.
- 4.8. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), communications support via RS232 and RS485.
- 4.9. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.
- 4.10. The control panel will display all user pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level (where applicable); engine speed; DC battery voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition per NFPA 110 level 1.

5. Engine / Alternator Packaging

- 5.1. The engine/alternator shall be isolated from the generator frame with rubber isolators. The packaging shall not require the addition of external spring isolators. A mainline, thermal magnetic circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated between 100 to 125% of the rated ampacity of the genset. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. The generator shall include a unit mounted auxiliary power load center. All ancillary AC devices (block heater, battery charger, alternator strip heater, etc) shall have a dedicated breaker within the load center.

6. Enclosure

- 6.1. The genset shall be packaged with a sound attenuating enclosures for the Lifts Stations 1, 2 and 3. Lift Station 5 is within a sound attenuating building and does not require an enclosure. The wastewater treatment plant generator shall be Level 1.
- 6.2. The enclosure shall be made of steel with a minimum thickness of 16 gauge. The enclosure is to have hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or Sermagard coated. The use of pop-rivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys. One will unlock at five generator doors.
- 6.3. The enclosure shall be coated with electrostatic applied powder paint, baked and finished to manufacturer's specifications. The color will be manufacturer's standard. The enclosure shall utilize an upward discharging radiator hood. Due to concerns relative to radiator damage, circulating exhaust, and prevailing winds, equipment without a radiator discharge hood will not be acceptable.
- 6.5. The genset silencer shall be mounted on the discharge hood of the enclosure. Due to architectural concerns, silencers mounted on the top of the generator enclosure are not acceptable. Gensets with silencers mounted inside the main generator compartment are acceptable only if the silencer is thermally wrapped to minimize heat stress on the surrounding components.

7. Sub-base fuel tank

- 7.1. The packaging shall include a double wall, sub-base mounted, UL142 listed fuel tank. The tank shall be sized to provide 48 hours of run time based on the following demand.
 - 7.1.1. Wastewater Treatment Plant: 100%
 - 7.1.2. Lift Stations 1, 2, 3 & 5: 50%
- 7.2. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.
- 7.3. The fuel tank shall use an electric fuel sensor to provide an analog indication of fuel level. The controller shall have a warning indication on low fuel level and provide optional shutdown functionality for low, low fuel level.
- 7.4. The fuel tank must be supplied by the engine-generator set manufacturer and be installed before shipment.
- 7.5. The fuel tank fill port for each genset shall be located for ease of access. Where the genset is within a building, the fill port shall be connected to the existing fill access hatch.

8. Loose Items

- 8.1. Supplier to itemize loose parts that require site mounting and installation. Preference will be shown for gensets that factory mount items like mufflers, battery chargers, etc.

9. Additional project requirements

9.1. Factory testing

- 9.1.1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 - 9.1.1.1. Verify voltage & frequency stability.
 - 9.1.1.2. Verify transient voltage & frequency dip response.
 - 9.1.1.3. Load test the generator for 30 minutes

9.2. Manuals

- 9.2.1. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

9.3. Installation

- 9.3.1. Contractor shall install the complete electrical generating system including all external fuel connections in accordance with requirements of NEC, NFPA, and the manufacturer's recommendations as reviewed by the Engineer.

9.4. Service

- 9.4.1. Supplier of the genset and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24-hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service to afford the owner maximum protection. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Service contracts shall also be available.

9.5. Warranty

- 9.5.1. The standby electric generating system components, complete genset and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of Five (5) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor and travel.
- 9.5.2. The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided with the manuals
- 9.5.3. The manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support. Documentation supporting this requirement shall be furnished upon request by the purchasing agency.

9.6. Startup and Commissioning

- 9.6.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to validate the completed installation and to perform an initial startup inspection to include:
 - 9.6.1.1. Ensuring the engine starts (both hot and cold) within the specified time.
 - 9.6.1.2. Verification of engine parameters within specification.
 - 9.6.1.3. Verify no load frequency and voltage, adjusting if required.
 - 9.6.1.4. Test all automatic shutdowns of the engine-generator.
 - 9.6.1.5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.
 - 9.6.1.6. Using a load bank, load the generator at 30% for 30 minutes, 50 % for 30 minutes, and 100% for 60 minutes. (2 hours total).

9.7. Training

9.7.1. Training is to be supplied by the start-up technician for the end-user during commissioning. The training should cover basic generator operation and common generator issues that can be managed by the end-user. Training shall be done at the end of the startup within the same day.

9.7.2. Training is to include manual operation of system.

Site Performance Requirements Below

Site Name	Indoor / Outdoor	Enclosure Type	KW Rating	Voltage	Breaker Size	Sound Rating (Max dB)	Run Hours (Min)	Upsize Alt. KW
Water Treatment Plant	Outdoor	Level 2	300	480	500	75 dB	48 ¹	350
Lift Station # 1 (High School)	Outdoor	Level 2	80	480	200	72 dB	48 ²	100
Lift Station # 2	Outdoor	Level 2	130	480	200	78 dB	48 ²	200
Lift Station # 3	Outdoor	Level 2	80	480	200	72 dB	48 ²	100
Lift Station # 5	Indoor	None	175	480	400	87 dB	48 ²	250

¹ Fuel tank volume shall be sufficiently sized for the specified runtime at 100% demand.

² Fuel tank volume shall be sufficiently sized for the specified runtime at 50% demand.



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: WWTP Construction Grant Final Design and Construction Support – Wood Rodgers Agreement

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$555,560	Fund(s): 575(Reimbursed by Grant)
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RECOMMENDED ACTION: Authorize the City Manager to into an agreement with Wood Rodgers to perform the final design and construction support tasks outlined in the attached proposal in an amount not-to-exceed \$555,560.

Summary/Background

In 2018, the City of Colfax applied for and was awarded a \$500,000 Clean Water State Revolving Fund (CWSRF) Small Community grant through the State Water Resource Control Board (Water Board). The funding was used to identify Wastewater related projects with the goal of improving operational efficiency at the City’s Wastewater Treatment Plant (WWTP), increasing the capacity of the City’s sewer collection system by reducing storm water inflow and groundwater infiltration (I&I) into the system, and reducing the overall cost of operating and maintaining the WWTP and collection system. The Project is titled “2020 WWTP and I&I Mitigation Project” (Project).

The Project consists of the following aspects:

1) Solar System Installation at the WWTP

The cost of utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. Information gathered to date indicates that, with a solar system installed at the WWTP, the City may save more than \$100,000 during the first year of full operations and at least \$2,500,000 over 30 years. Utilizing the Planning Grant fund, Staff solicited proposals from design/build solar system installers, interviewed candidates and selected the highest ranked firm that also provided the lowest cost proposal. Subsequently, City Council awarded a contract to Holt Renewables for this design/build project on December 9, 2020.

2) Algae Reduction at the WWTP

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

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

The WWTP's permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the ponds on a consistent basis. The goal is to purchase a 0.25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

Utilizing the Planning Grant Fund, Staff has completed studies and run a pilot test in preparation for design of an algae reduction system.

3) I&I Mitigation of the Sewer Collection System

Storm water inflow and groundwater infiltration (I&I) is caused by groundwater and street level storm water entering the sewer collection system. Once in the system, the City must treat this water at a significant cost. The goal of I&I Mitigation projects is to reduce, to the greatest extent possible, I&I. Along with treatment cost reductions, benefits include increased sewer capacity to support new development without costly upgrades to the sewer system and less wear and tear on the pipes and manholes.

Utilizing the Planning Grant, Staff has completed studies and inspection of the sewer collection system to locate potential sources of I&I. This information will be used to prepare construction plans to rehabilitate these pipeline, manhole and house laterals.

4) Lift Station #3 Force Main Replacement

The City maintains Sewer Lift Station #3 located south of Culver Road. The lift station force main is in need of replacement due to past failures. The project will replace those portions of the force main to extend its useful life.

The planning phase of the project was closed in February 2021 with \$96,191 of the \$500,000 unused. These remaining funds have been reallocated to the construction phase of the project.

CWSRF Construction Grant Application

City Staff applied for a \$5,596,191 million CWSRF grant for construction of the above described projects. Water Board staff have received the application and supporting documentation so the City is waiting for them to complete their review and circulate the funding agreement. In the meantime, City Staff would like to extend the contract with Wood Rodgers for final design, bidding and construction support of these projects. Wood Rodgers provided the attached proposal for services totaling \$555,560. The detailed services are described in the attachment but generally include final design and bidding of the four projects and engineering construction support.

Water Board staff has indicated that the construction grant application and agreement will be approved by the Board by July 2021 and the above construction grant funds will be available to the City in early August 2021. From close of the planning grant phase and start of the construction grant phase, Wood Rodgers has assisted the City with administrative aspects of the construction grant application. Furthermore, they received preliminary design plans from Holt Renewables for the design of the solar system at the treatment plant.

Water Board staff has strongly indicated that the City and the Water Board will close the grant funding application for the above four projects this year and likely by the end of July 2021.

Staff and Jim Fletter (Wood Rodgers) continue to work diligently toward implementation of the four CWSRF funded projects and Staff believes executing the attached contract for final design and construction support with Wood Rodgers will allow the City to complete the projects on time and on budget. Staff is recommending approval of the agreement with Wood Rodgers to perform the tasks outlined in the attached proposal in an amount not-to-exceed \$555,560.

Staff further recommends that Council authorize the City Manager to expend up to \$15,000 toward the Wood Rodgers contract in advance to the Construction Grant award to 1) reimburse Wood Rodgers for time and effort incurred since closeout of the Planning Grant, and to 2) fund Wood Rodgers effort to review the designs prepared by Holt Renewable for the solar system. For the solar system design, it is the goal of staff to have the plans ready for construction as soon as the construction grant funding is available to the City.

Fiscal Impacts

The Wood Rodgers Final Design and Construction Support services is funded from Sewer Fund 561 (WWTP) and reimbursed by the Regional Board Planning Grant in an amount not to exceed \$555,560.

Attachments:

1. Resolution __ - 2021
2. Wood Rodgers Agreement

City of Colfax

City Council

Resolution No. ___-2021

AUTHORIZING THE CITY MANAGER TO INTO AN AGREEMENT WITH WOOD RODGERS TO PERFORM THE FINAL DESIGN AND CONSTRUCTION SUPPORT TASKS OUTLINED IN THE ATTACHED PROPOSAL IN AN AMOUNT NOT-TO-EXCEED \$555,560

WHEREAS, The City of Colfax applied and received \$500,000 Planning Grant from Clean Water State Revolving Fund Small Community; and,

WHEREAS, Wood Rodgers provided the necessary work under the Planning Grant; and,

WHEREAS, the City has applied for a \$5,596,191 Clean Water State Revolving Fund Small Community Grant to complete the projects described in the staff report; and,

WHEREAS, City staff would believe it is in the City’s best interest to enter into a subsequent contract with Wood Rodger to complete the final designs and provide construction support in an amount not to exceed \$555,560.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to into an agreement with Wood Rodgers to perform the final design and construction support tasks outlined in the attached proposal in an amount not-to-exceed \$555,560.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

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

Sean Lomen, Mayor

ATTEST:

Amy Lind, Interim City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **24th day of June, 2021** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **Wood Rodgers** ("Consultant").

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for 2-year.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

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

As long as the Consultant performs the Services to the satisfaction of the City, the

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

A. Before resorting to mediation, arbitration or other legal process, the primary

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

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

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held

invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Wood Rodgers
3301 C Street, Building 100B
Sacramento, CA 95816-3342

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



May 18, 2021

Mr. Wes Heathcock
City of Colfax
P.O. Box 702
Colfax, CA 95713

**RE: Sewer Collection System and WWTP Improvement Project
Final Design & Construction Support (Revised)
Professional Services Proposal**

Dear Wes:

We are pleased to submit this proposal to continue the subject project as it transitions from the planning phase to the construction phase. Wood Rodgers assisted the City with the preparation of a construction grant application to the State Water Resource Control Board (SWRCB). That work entailed development of studies and reports to construct a solar system and an algae reduction system at the City's wastewater treatment plant (WWTP); as well as rehabilitate the City's sewer collection system to reduce the amount of storm water inflow and groundwater infiltration (I&I). Wood Rodgers, further assisted the City to identify and select a contractor to design and build the solar system.

At this time, SWRCB staff is finalizing the Construction Grant and funding is expected after March 2021. A portion of the funds will be used to complete improvement plans for the algae reduction system and the citywide I&I Mitigation project. The Construction Grant work that this proposal is based up is summarized as follows with more detail provided in the "Scope of Work" section.

- 1) Finalize the design and improvement plans for the algae reduction system and the I&I Mitigation project. The algae reduction system improvement plans will primarily be prepared by Nexgen Utility Management and ECS, both subcontractors to Wood Rodgers. The I&I Mitigation project plans will be prepared by Wood Rodgers utilizing studies and reports prepared during the planning phase of the project.
- 2) Wood Rodgers will act as project manager for all construction. This work will include developing bid packages for publicly bidding the algae system and the I&I mitigation project, attending progress meetings, providing engineering inspection as necessary, overseeing construction contracts and progress payments. It will further include identifying a construction management firm or individual to oversee the day-to-day construction, inspection and testing of all work.
- 3) Wood Rodgers will provide surveys needed to develop improvement plans and initial staking needed to construct the work.

In addition to the above services, Wood Rodgers will collaborate with the City to provide progress reports and finance documents required by SWRCB staff. This proposal does not include scope for construction management, inspection or materials testing. Wood Rodgers will assist the City to identify qualified candidate for these services; however, these providers will contract directly with the City.

Background

The City of Colfax obtained a \$500,000 planning grant through the SWRCB for eligible Clean Water State Revolving Fund (CWSRF) grants as Phase 1 of the project and the City is completing a \$5.5 million CWSRF construction grant. The intent is to rehabilitate the City's sewer collection system with the goal

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of mitigating I&I entering the system, reduce algae in the wastewater treatment process by installing a SAF/DAF system and supplement the WWTP power supply with a solar array. Wood Rodgers provided project management and professional engineer services with other engineering sub-consultants (Wood Rodgers Team) to prepare the planning level documentation needed to complete a construction grant application with the SWRCB. With planning nearly complete, the City would like to extend Wood Rodgers' contract utilizing the same Wood Rodgers Team to finalize the improvement plans and provide project management and support during construction.

Additionally, the City obtained proposals to design and build the solar system at the City's WWTP. Holt Renewables was selected and awarded a contract for the work during the planning phase. Wood Rodgers' scope of work will include the following.

Scope of Work

TASK 1 – Facilities Planning

1.1 – Design Management

Wood Rodgers and its subconsultants will manage the design for the I&I Mitigation Project, Algae Reduction System and the design/build solar system. This task will include the following.

- Coordinate the design/build process for the solar system with Holt Renewables
- Work with the City to prepare quarterly progress reports required by SWRCB staff through project bidding and award.
- Coordinate and attend design meeting.
- Prepare meeting agenda and minutes, as needed.

Deliverables

- *Quarterly progress reports*

1.2 – Bidding & Award

Wood Rodgers Team will prepare documentation for bidding of the I&I Mitigation Project and the Algae Reduction Project in accordance with California public contract code. The documents will include improvement plans, notice to contractor, bid form, bid schedule, general conditions, special provisions (as needed) and technical specifications (as needed).

During the bidding phases, Wood Rodgers will organize and response to all RFIs, provide bid addenda, attend bid opening, prepare bid summaries and documentation needed by the City and SWRCB for award of the projects to the lowest responsible, responsive bidder.

The City will provide Wood Rodgers with the construction contract, general conditions and special provision to be incorporated into the bid document.

Deliverables

- *Bid documents*
- *RFI responses*
- *Bid addenda (as needed)*
- *Bid opening summaries*
- *Council Staff report with recommendation to award*

TASK 2 – Facilities Design

2.1 – I&I Mitigation Project & Lift Station 3 Force Main Replacement

Utilizing data and information prepared during the planning phase, prepare improvement plans for bidding and construction to rehabilitate the sewer collection system. Additionally, prepare plans to replace the remaining original force main pipe segment serving LS3.

Deliverables

- *Improvement plans for bidding and construction*
- *Technical specifications*
- *Construction cost estimate*

2.2 –Algae Reduction System

Utilizing data and information obtained during the planning phase, prepare improvement plans and specification for bidding and construction of the algae reduction system. The City pilot tested a system during summer 2020 that will be used as the basis for the design.

At its option, the City may choose to purchase the system; whereby, the improvement plans will entail the construction needed to install and test the unit. Wood Rodgers will assist the City with preparation of procurement documentation.

Deliverables

- *Improvement plans for bidding and construction*
- *Technical specifications*
- *Procurement and construction cost estimates*

2.3 –Solar System Design Coordination

Coordinate design with Holt Renewables including planning, design and other meetings as needed. Review design plans and provided comments.

Deliverables

- *Design review comments (three submittals)*

2.4 –Topo Survey

In support of I&I Mitigation Project improvement plans, Wood Rodger will survey and prepared topographic map of those pipelines that will be replaced through trenching methods. It is not anticipated that survey or topo data is need for sewer laterals replaced through trenching methods along sewer mains that are rehabilitated through trenchless means. Further, new survey or topo mapping are not anticipated to be needed for individual manhole replacement.

TASK 3 – Construction Management

The term construction management utilized for consistency with the construction grant application and does not imply that Wood Rodgers will act at the resident engineer or provide daily oversight or inspection during construction. The Wood Rodgers Team will provide

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engineering construction support as needed during construction of the projects listed in the following subtasks.

3.1 – I&I Mitigation Project & LS3 Force Main

Wood Rodgers Team will attend one preconstruction meeting and ongoing construction progress meetings coordinated by the City's designated construction manager. Though Wood Rodgers may not need to attend all meetings, it is assumed that attendance will be once per week for nine months averaging one hour per meeting. If the meetings are in person then it is assumed that they will be scheduled back-to-back with concurrent construction projects.

Wood Rodgers will review and respond to contactor submittals, review and approve monthly progress payments, and provide design revisions as needed. Construction support also includes post construction record drawings.

Deliverables

- *Submittal review and approvals (assumes 15)*
- *Design revisions (assumes 5)*
- *Monthly progress payments (nine months)*
- *Record drawings*

3.2 – Algae Reduction System

Wood Rodgers Team will attend one preconstruction meeting and ongoing construction progress meetings coordinated by the City's designated construction manager. Though Wood Rodgers may not need to attend all meetings, it is assumed that attendance will be once per week for seven months averaging one hour per meeting. If the meetings are in person then it is assumed that they will be scheduled back-to-back with concurrent construction projects.

Wood Rodgers will review and respond to contactor submittals, review and approve monthly progress payments, and provide design revisions as needed. Construction support also includes post construction record drawings.

Deliverables

- *Submittal review and approvals (assumes 25)*
- *Monthly progress payments (seven months)*
- *Record drawings*
- *O&M Manual (Updates)*

3.3 – Solar System

Wood Rodgers Team will provide design review and comments to the City and Holt Renewable for up to three design submittals and prepare a staff report for City Council approval of the solar system design, if needed.

Wood Rodgers will attend one preconstruction meeting and ongoing construction progress meetings coordinated by the City's designated construction manager. Though Wood Rodgers may not need to attend all meetings, it is assumed that attendance will be once per week for seven months averaging one hour per meeting. If the meetings are in person then it is assumed that they will be scheduled back-to-back with concurrent construction projects.

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Wood Rodgers will review and respond to contactor submittals and review and approve monthly progress payments.

Deliverables

- *Design review and approval*
- *Monthly progress payments (seven months)*

3.4 – Staking

Wood Rodgers will provide initial construction stakes for all three construction project. For the I&I Mitigation Project stakes will be provided for sewer main trenching. Stakes will also be provided showing the construction limit of the solar system. The proposed staking cost does not include restaking.

It is not anticipated that stakes will be needed for sewer lateral trenching or individual manhole replacement so costs are not provided for those or other items of construction work not identified above.

3.5 – Miscellaneous Exhibit

It is anticipated that, during the normal progress of construction, unanticipated situation will arise requiring additional planning and problem solving. This task provides for exhibit or other illustration needed to support these efforts.

3.5 – Travel & Other Reimbursables

It is anticipated that, during the normal progress of construction, unanticipated situation will arise requiring additional planning and problem solving. This task provides for exhibit or other illustration needed to support these efforts.

Task 5 – Travel and other Reimbursable

This task includes travel mileage from Wood Rodgers' Sacramento office to Colfax, plan production, and other incidental costs based on Wood Rodgers fee schedule provided in Exhibit A.

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Engineering Fee

Wood Rodgers will bill on a Time & Material (T&M) basis. Wood Rodgers reserves the right to transfer budget between tasks without affecting the total project budget. Wood Rodgers estimates the following budgets will be required to complete the work described in this amendment proposal:

SCOPE ITEM	ESTIMATED BUDGET
TASK 1 – Facilities Planning	
1.1 – Design Management (I&I Mitigation & Solar System)	\$ 20,000
1.2 – Bidding & Award (I&I Mitigation & Algae Reduction System)	\$ 33,080
TASK 2 – Facilities Design	
2.1 – I&I Mitigation Project & LS3 Force Main Replacement	\$ 31,000
2.2 – Algae Reduction System	\$ 273,695
2.3 – Solar System Design Coordination	\$ 10,800
2.4 – Topo Survey	\$ 10,000
TASK 3 – Construction Management	
3.1 – I&I Mitigation Project & LS3 Force Main	\$ 46,000
3.2 – Algae Reduction System	\$ 93,985
3.3 – Solar System	\$ 16,000
3.4 – Staking	\$ 13,000
3.5 – Misc. Exhibits	\$ 4,000
3.6 – Travel & Other Reimbursables	\$ 4,000
TOTAL BUDGET PER THIS PROPOSAL:	\$555,560

CONDITIONS AND ASSUMPTIONS

1. Project management includes coordination between the City and the City's designated representative for construction management. Nothing in this scope provides for construction management, construction inspection, soils or materials testing during construction.
2. This scope of work does not include work from consultant working in conjunction with Wood Rodgers to prepare environmental documents or oversee mitigation and monitoring during construction. It is assumed that the City will contract directly with environmental consultants for that portion of the work.
3. The City will pay any applicable plan check, inspection, permit and application fees.
4. Coordination for approvals will be provided by the City only. No other agencies will be consulted, coordinated with, or sought out for approvals.
5. Legal review of bidding documents is not included.
6. Expert witness services are not included.
7. The budget for individual tasks may be moved between task as necessary but the total budget will not be exceeded without prior written approval of both parties. Wood Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential cost increases associated with the development of this project.

We trust this Proposal has sufficient detail to meet your needs and we thank you for the opportunity to provide the requested professional services. If you have any questions, please do not hesitate to call.

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Sincerely,

WOOD RODGERS, INC

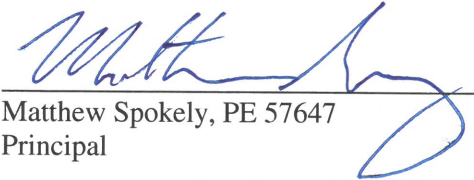


Jim Fletter, PE 73457
Associate Engineer

IN AGREEMENT WITH THE ABOVE ITEMS

CITY OF COLFAX

Wes Heathcock
City Manager



Matthew Spokely, PE 57647
Principal

EXHIBIT "A"



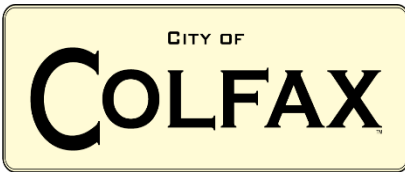
SACRAMENTO & ROSEVILLE FEE SCHEDULE
Effective January 1, 2021

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$255
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$225
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$210
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$155
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$120
CAD Technician III	\$155
CAD Technician II	\$135
CAD Technician I	\$120
Project Coordinator	\$135
Administrative Assistant	\$100
1 Person Survey Crew	\$215
2 Person Survey Crew	\$315
3 Person Survey Crew	\$405
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 56.0 cents per mile.

Fee Schedule subject to change January 1, 2022.



City Council Minutes

Regular Meeting of Wednesday, June 9, 2021

City Hall Council Chambers

33 S. Main Street, Colfax CA via Zoom Meetings

1 CLOSED SESSION (none)

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Lomen called the open session to order at 6:09PM

2B. Pledge of Allegiance

Councilmember Ackerman led the Pledge of Allegiance.

2C. Roll Call

Present: Mendoza, Ackerman, Burruss, Fatula, Lomen

Absent: None

2D. Approval of Agenda Order

By motion, accept the agenda as presented.

MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Mendoza and approved by the following roll call vote:

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:

3 AGENCY REPORTS

3A. Placer County Sheriff – Sergeant Griffiths provided a report on statistics during May 2021 and reviewed upcoming events.

3B. CHP – no report.

3C. City of Colfax Volunteer Fire Department/PCFD – Battalion Chief Estes spoke about the fire season and fire prevention measures and programs.

4 PRESENTATION (no presentations)

5 PUBLIC HEARING (no public hearing)

6 CONSENT CALENDAR

- 6A. **2020 Annual Housing Element Progress Report**
Recommendation: By Resolution 23-2021, accept the 2020 Annual Housing Element Progress Report and authorize staff to send the report to the State.
- 6B. **Minutes**
Recommendation: By Motion, approve the Colfax City Council minutes of 4/28/2021 and 5/26/2021.
- 6C. **Cash Summary - April 2021**
Recommendation: Accept and File.
- 6D. **Rainbow Music Lease Renewal**
Recommendation: By Motion, authorize the City Manager to enter into a 1-year lease agreement with Rainbow Music for 99 Railroad Street Suite 4 with the bartering terms.
- 6E. **Annual Appropriation Limits**
Recommendation: Adopt Resolution 24-2021 certifying compliance with the Fiscal Year 2020-2021 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal Year 2021-2022.
- 6F. **Quarterly Sales Tax Analysis – Calendar Year 2021-Q1**
Recommendation: Accept and File.
- 6G. **Risk Assessment Review Meeting**
Recommendation: Accept and File.
- 6H. **Community Development Block Grant – Road Rehabilitation Projects Engineering Design with GHD Inc.**
Recommendation: Adopt Resolution 25-2021 authorizing the City Manager to execute a Consultant Services Agreement with GHD Inc. to provide Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$333,838.00.
- 6I. **Placer County Sheriff Contract Amendment #6**
Recommendation: Adopt Resolution 26-2021 authorizing the City Manager to enter into a contract extension with the Placer County Sheriff-Coroner-Marshal’s Office for Fiscal Year 2021/2022.

*** End of Consent Calendar ***

By MOTION, approve the consent calendar.

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

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:

7 PUBLIC COMMENT

Diane Green, resident of Colfax, spoke in opposition of the Fireworx Farms, LLC Commercial Cannabis Cultivation Business.

Melinda Nealy, resident of Colfax, also spoke in opposition of the Firework Farms business permit approval.

Andrea, President with Colfax Green Machine, provided an update on the 3rd of July event.

Kristi Parnham, commented on Zoom regarding the Firework Farm previous action.

Tim Ryan, Chamber of Commerce and Colfax Treasurer, recognized Shanna Stahl and Wes Heathcock for their efforts during staff turnover.

Amy Lind, Interim City Clerk, also thanked Shanna and Wes for all their assistance.

8 COUNCIL AND STAFF REPORTS

8A. Councilmember Fatula reported on mailing issues with the US Census and potential impact.

Mayor Lomen spoke about hiring a new Director at LAFCO.

8B. City Manager Heathcock reported on the microgrid fact sheet by PG&E.

9 COUNCIL BUSINESS

9A. **Council Technology Device Policy**

Wes Heathcock, City Manager, introduced this item and provided background.

City Council discussion followed.

Public comment: Diane Green and Howard White

By MOTION, the City fund one loaner laptop that is owned by the city that can be used by Councilmembers as needed.

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

AYES: Fatula

NOES: Mendoza, Ackerman, Burruss, Lomen

ABSTAIN:

ABSENT:

By MOTION, keep status-quo in regards to technology device practice by Council Members. In emergency situations where a Council Member does not have the equipment needed, they may access an existing device within City Hall.

MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Mendoza and approved by the following roll call vote:

AYES: Mendoza, Ackerman, Burruss

NOES: Fatula, Lomen

ABSTAIN:

ABSENT:

9B. Fiscal Year 2021-2022 Budget Review

Laurie Van Groningen, Finance Director presented this item.

No action was taken as this was an informational item only.

9C. Annual Review of Administrative Policies and Procedures

Laurie Van Groningen, Finance Director, presented this item.

She explained the proposed change is to increase the Sewer Revenue Reserve target to 25% (from 17%) of annual operating revenues for the fiscal year. She said this target will provide approximately three months of operating revenues for the City's fiscal year. Council Member questions followed.

By Resolution 27-2021, adopt the revised Administrative Policies and Procedures – Financial Policies dated June 11, 2019.

MOTION made by Councilmember Ackerman and seconded by Mayor Pro Tem Burruss and approved by the following roll call vote:

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:

9D. Roundabout Monument Sign Concept Approval

Wes Heathcock, City Manager, introduced this item.

Ken Teichmann, Solace Graphics, provided a presentation on the sign concept.

Discussion followed regarding different design aspects of the sign and general support.

Public comment: Howard White

By MOTION, approve the Roundabout Design Concept and authorize the City Manager to award the structural engineering to GHD and solicit construction contractors.

MOTION made by Councilmember Mendoza and seconded by Mayor Pro Tem Burruss and approved by the following roll call vote:

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:

10 GOOD OF THE ORDER

Mayor Lomen spoke in opposition of the proposed fire contract that City Council will be considering June 23rd.

Councilmember Ackerman spoke in favor of the proposed fire contract that City Council will be considering June 23rd.

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 7:36 p.m.

Respectfully submitted to Colfax City Council this 23rd day of June, 2021

Amy Lind, Interim City Clerk



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. "Mick" Cabral, City Attorney
Subject: Cooperative Fire Services Agreement with Placer County and Amendment of Colfax Municipal Code Chapter 2.28 (Fire Department)

Budget Impact Overview:

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

- (1) Discuss and Consider Adopting Resolution ___ authorizing the City Manager to execute a 3-year Cooperative Agreement with Placer County to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Colfax.
- (2) Introduce By Title Only, Waive The First Reading and Continue for Public Hearing, Second Reading and possible adoption at the July 14, 2021 Regular Meeting an Ordinance amending Colfax Municipal Code Chapter 2.28 (Fire Department).

Summary/Background

On December 9, 2020, Council directed staff to undertake a comprehensive fire service analysis. That initial direction evolved into a proposed agreement whereby Placer County will provide Colfax with municipal fire protection, hazardous materials mitigation, technical rescue response, fire prevention services, medical and emergency services and public service assists on the same terms and conditions that Placer County receives them from California Department of Forestry and Fire Protection (CalFIRE).

If Council chooses to proceed with the draft Cooperative Agreement, it will need to take the following actions:

1. Adopt a Resolution authorizing the City Manager to execute on behalf of the City, the cooperative agreement with Placer County and approve the Mutual Threat Zone Agreement presented under the next agenda item.
2. Amend Colfax Municipal Code Chapter 2.28 to formally allow the City's volunteer fire department services to be provided under the cooperative agreement with Placer County. This will require introduction and first reading of the draft ordinance at this meeting followed by a public hearing and adoption at the July 14, 2021 meeting.

If Council chooses not to proceed with the draft Cooperative Agreement, staff will need direction regarding how Council proposes to provide fire protection services.

The Cooperative Agreement With Placer County To Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal And Medical Emergency Services For The City Of Colfax (Cooperative Agreement).

If approved, the Cooperative Agreement will succeed and replace the current Fire Protection Agreement between Colfax and Placer County that expires June 30, 2021. Through the Cooperative Agreement, Placer County proposes to provide Colfax the same fire protection and related services that the County receives from

CalFIRE under a separate, comprehensive fire protection agreement. Those services include (1) Emergency Fire Protection, Medical and Rescue Response (commercial, residential, wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extraction; hazardous conditions response; emergency medical and rescue response; public service assistance; and management support services, (2) Basic Life Support Services (EMT level emergency medical response providing first aid, basic life support, airway management, administration of oxygen, bleeding control and life support stabilization until patients are transported), (3) Advanced Life Support Services (paramedic level emergency medical response providing advanced airway management, intravenous drug therapy and life support stabilization until patients are transported), (4) Dispatch Services, (5) Land Use And Pre-Fire Planning Services, (6) Suppression Cost Recovery and (7) Mutual Aid. Some of the services available under the Cooperative Agreement, such as administration and property purchase accounting, will probably not be relevant to Colfax.

The Cooperative Agreement provides an initial three-year term. It is unique in that the City and County cannot cancel the agreement for any reason except by the voters of the City or County. The County does reserve the right to reduce the level of services provided if the City fails to make its required payments.

The Cooperative Agreement will require the City to pay an annual service charge of \$75,000 for the first year, increasing by 3% to \$77,250 for the second year and an additional 3% to \$79,567.50 for the third year. This is higher than the \$25,000 base annual charge under the existing agreement but is comparable to the overall Colfax Fire Department budget that averages \$75,000. The base charge was anticipated to substantially increase if the existing contract was renewed. The County also reserves the right to request additional increases if the cost under the County's agreement with CalFIRE increases by greater than five percent.

The Cooperative Agreement, if approved, will require the City to transfer all of its fire apparatus and non-fixtures within its fire service buildings to the County. Once transferred, the apparatus and non-fixtures will become County equipment, and the County will assume responsibility for maintaining and replacing it. Any equipment remaining in the County's possession at the end of the agreement will be returned to the City. Colfax will retain responsibility to maintain and repair its fire station buildings and the grounds surrounding them.

The Cooperative agreement will also allow current members of the Colfax Volunteer Fire Department who qualify under the County's volunteer program sixty days to transition and become integrated into the County's Volunteer Fire Department system. This will effectively replace the City's volunteer fire department with the County's program and is the primary reason for amending Colfax Municipal Code Chapter 2.28. Colfax will remain responsible for its volunteers until the transition is complete, after which the County will accept responsibility.

The Ordinance Amending Colfax Municipal Code Chapter 2.28.

Colfax Municipal Code Chapter 2.28 establishes a volunteer fire department within the City. It requires appointment of a fire chief and specifies the chief's duties and responsibilities.

The City has the right to contract for fire suppression with any entity of its choice, so Chapter 2.28 does not affect the validity of the Cooperative Agreement. Chapter 2.28 does not provide for obtaining volunteer firefighter services by contract, so a minor amendment is recommended to address that circumstance.

The effective date of the Cooperative Agreement, if approved, will be July 1, 2021. The proposed ordinance, if approved, will have a first reading on June 23, followed by a second reading and adoption on July 14 and an effective date of August 13. This is within the 60-day period within which Colfax volunteer firefighters who

qualify will transition to the County's volunteer program. The ordinance will be effective before the transition period ends.

Alternatives.

Based on prior discussion and direction, staff formulated the following alternatives for Council consideration, without recommendation.

1. Approve the Cooperative Agreement and introduce the proposed ordinance, waive the first reading and schedule it for public hearing, second reading and adoption on July 14.
2. Decline to approve the Cooperative Agreement, seek an extension of the existing fire services agreement with the County and explore other options for providing fire protection services for the City.

Fiscal Impacts

The Cooperative Agreement will cause a minor increase in costs to the City Fund 100-200.

Attachments:

1. Cooperative Agreement.
2. Resolution
3. Draft Ordinance.

**COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COLFAX**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into as of July 1, 2021 by and between the County of Placer, a political subdivision of the State of California (“County”) and the City of Colfax a municipal corporation and general law city (“City”). The County and City may be individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties provide fire protection, rescue and emergency medical services within their respective territorial limits; and

WHEREAS, the City requests assistance to provide certain services as described herein within its jurisdictional boundaries; and

WHEREAS, the County and the California Department of Forestry and Fire Protection (“CAL FIRE”) entered into that certain Cooperative Fire Programs Fire Protection Reimbursement Agreement No. 2CA04959 dated November 14, 2020 (“CAL FIRE Agreement”) under which CAL FIRE provides various fire and emergency services to the County; and

WHEREAS, the County is willing to provide services to the City pursuant to the terms set forth herein.

SECTION I: PURPOSE

This Agreement is entered pursuant to California Government Code Sections §55600 *et seq.* The purpose of this Agreement is for the County, through the CAL FIRE Agreement, to provide City with municipal fire protection, hazardous materials mitigation, technical rescue response, fire prevention services, medical and emergency services, and public service assists as more fully described in this Agreement. The intent of this Agreement is to provide a unified, integrated, cooperative, regional fire protection system as allowed by, and within the constraints of, applicable law and the CAL FIRE Agreement.

SECTION II: SCOPE OF FIRE SERVICES AND MUTUAL THREAT ZONE AGREEMENT

A. Scope of Services. The scope of fire services shall be the same and as described in the current and each subsequent version of the CAL FIRE Agreement (“Fire Services”). The City agrees and acknowledges that it has been provided a copy of the current CAL FIRE Agreement. The County shall provide the City with a copy of the current CAL FIRE Agreement for each fiscal year once the same is executed by the County and CAL FIRE. If the City desires additional services, the City must first contact the County to discuss the feasibility and cost of the same. Costs for additional services are addressed in **Exhibit A**.

B. Mutual Threat Zone Agreement. The City also agrees to separately execute a Mutual Threat Zone (“MTZ”) agreement with the CAL FIRE Nevada-Yuba-Placer Unit of the State of California for the services outlined in the same. The City shall execute the MTZ on or concurrently with the execution of this Agreement and provide a fully executed version to the County for inclusion as an exhibit to this Agreement. The County reserves the right to delay its execution of this Agreement until it is provided with a fully executed version of the MTZ.

SECTION III: PAYMENT OF SERVICES

In consideration for performance of the Fire Services under this Agreement, City shall pay County the amount and pursuant to the schedule forth in Exhibit A to this Agreement.

SECTION IV: INITIAL TERM, EFFECTIVE DATE AND SUBSEQUENT TERM

A. The initial term of this Agreement shall be from July 1, 2021, to June 30, 2024 (“Initial Term”). July 1, 2021 is the effective date of this Agreement (“Effective Date”).

B. Six (6) months prior to the expiration date of the Initial Term of this Agreement, City shall give County written notice of whether City desires to enter into a new agreement with County for Fire Services for a subsequent term and, if so, whether City intends to request a change in the level of Fire Services from that provided under this Agreement. Pursuant to Government Code Section 55603.5, any new agreement must be for a term of no less than one (1) year. An agreement for a subsequent term must be approved by the legislative bodies of both County and City in a duly noticed public hearing(s).

SECTION V: TERMINATION

A. Government Code Section 55603.5, The Parties expressly agree and acknowledge that the Initial Term of this Agreement is subject to the termination provisions of Government Code section 55603.5. Specifically said provision states the following: “Neither the county nor the city shall have the power to abrogate that contract during the term of the contract. The contractual relationship between the county and the city may, however, be terminated by the voters of either the county or the city”. As a result, the Parties acknowledge that neither has the power to terminate or otherwise abrogate this Agreement prior to the expiration of the Initial Term except by the voters of the County or the City.

B. Termination at End of Initial Term.

i. Failure by the City to satisfy Section IV (B) or notice by the City of its desire to terminate Fire Services shall result in this Agreement automatically terminating at the end of the Initial Term.

ii. Either Party reserves the right to not renew this Agreement at the end of the Initial Term.

C. Cessation of CAL FIRE Agreement. If at any time during the Initial Term of this Agreement the County's CAL FIRE Agreement is terminated or not renewed by the County, the County reserves the right to seek termination of this Agreement pursuant to (A).

SECTION VI: DESIGNATION OF FIRE CHIEF

A. Commencing on the Effective Date, the County Fire Chief appointed by the Board of Supervisors, or his/her designee, (hereinafter referred to as "Chief") shall represent County and City during the period of this Agreement and the Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the services described in Section II for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the County and City, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. County will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION VII: AMENDMENTS OR DISPUTES

A. Amendments. The City Manager and County CEO may negotiate amendments to this Agreement during the Initial Term but if the proposed amendments extend beyond what is authorized pursuant to Section IV(A) herein or exceed the cost of this Agreement pursuant to Exhibit A, said amendments must be approved by both legislative bodies to this Agreement in an open public meeting. Amendments that involve an additional service for an individual event or occurrence that does not exceed the overall cost of the Agreement may be agreed to by the City Manager and County CEO with concurrence from CAL FIRE.

B. Disputes. The City Manager and County CEO are authorized to resolve disputes that arise out of this Agreement. Should those discussions not resolve the matter, the Parties may agree to mediation. Should a dispute arise regarding non-payment of the obligations set forth in **Exhibit A**, County has the right to reduce the scope of Fire Services until the City is current with payments.

SECTION VIII: FACILITIES

A. Fire Stations. City shall provide access and use of its two Fire Stations to the County for fire operations. The Parties agree and acknowledge that the Fire Stations are owned by the City and shall remain in the City's ownership. The City shall maintain the same and the grounds surrounding the buildings in good working order at City's cost and expense. In the event City requests County to undertake repairs or maintenance of

the same, the costs and expenses of such repairs or maintenance shall be reimbursed to County through a direct invoice to the City.

B. Equipment. City shall transfer all apparatus and other non-fixtures within the buildings to the County within sixty (60) days of the Effective Date of this Agreement. The Parties agree the County will assess the same and surplus those items that have reached their usefulness, in the sole discretion of the County. Upon termination of this Agreement, the County agrees to transfer back to the City the apparatus and other non-fixtures still in use at that time. There shall be no obligation on the part of the County to reimburse the City for the value of any apparatus or non-fixtures that were surplus during the term of this Agreement.

SECTION IX: COLFAX VOLUNTEER FIREFIGHTERS

A. Transition Period. There shall be a sixty (60) day transition period commencing on the Effective Date of this Agreement (“Transition Period”) during which those City volunteer firefighters who qualify under the requirements of the County’s volunteer firefighter program will be transitioned into the County program.

B. City Obligations During Transition Period. During the Transition Period, the City shall remain solely responsible for the following:

- i. All insurance, worker’s compensation, expenses and liability for City volunteer firefighters.
- ii. All costs for any City of Colfax Volunteer Firefighter injuries or illnesses which occur in the line of duty prior to or at the end of the Transition Period and/or are diagnosed as occurring during the same but for which a claim is filed after the Transition Period. In such an event, the City shall also ensure proper City documentation, Cal OSHA notifications, and the completion of Workers Compensation documentation occur.
- iii. All personal protective equipment worn shall comply with Wildland and Structural Personnel Protective Equipment in accordance with OSHA, NFPA and the *NEU Helmet Policy 13-01 and NEU Structural Fire Fighting Turnouts Policy 7000.1*.
- iv. The City of Colfax shall adopt and recognize the *Placer County Fire Department Volunteer Standard Operating Guidelines* (“PCFD VOL SOG”) as the Policy and Procedure Manual for the City of Colfax VFD and give authority to the City of Colfax VFD Fire Chief to ensure its compliance.

C. Liability for Claims. The City shall be responsible for processing and resolving any and all claims brought by, on behalf of, or against any City volunteer firefighter which claim alleges it occurred prior to or during the Transition Period, regardless of the date of the claim.

SECTION X: INDEMNIFICATION AND HOLD HARMLESS

Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or Corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims add losses a accruing or resulting to any person firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and or performance of its respective employees during and in the course of their employment to this Agreement.

SECTION XI: INSURANCE

The parties shall each provide insurance in the form and in the amounts identified on **Exhibit B**.

SECTION XII: AUDIT

A. County and City agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. County and City agree to maintain such records for possible audit for a minimum of three (3) or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours County and City agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: GENERAL PROVISIONS

A. Remedies. If City fails to remit payments for services rendered pursuant to any provision of this Agreement, County may seek recovery of payment through any legal remedy, including litigation.

B. Third Party Challenge and Indemnification. In the event this Agreement is the subject of a third-party legal challenge, including but not limited to a third-party legal challenge to the City executing this Agreement, the City will defend any such action on behalf of itself and County, and will indemnify County against any damages which may be awarded against County in such a legal challenge.

C. Notices. All notices, requests, certifications, or other correspondence provided by the Parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective Parties at the following addresses:

County	City
Placer County Executive Officer	City Manager
County of Placer	City of Colfax
175 Fulweiler Avenue	33 South Main Street
Auburn, CA 95603	Colfax, CA 95713

Notice by personal delivery shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three (3) days after mailing, whichever is earlier.

D. Agreement or Consent. Wherever this Agreement requires a party's agreement or consent, the party shall make its decision to give or withhold such agreement or consent in good faith and shall not withhold such agreement unreasonably or without good cause.

E. Construction of Captions. Captions of the sections of this Agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify, or interpret this Agreement.

F. Authority to Execute Agreement. The undersigned declare each has the authority of its legislative body to execute two (2) originals of this Agreement. That authority is further evidenced by the citation to the passage of the authorizing resolution and conveyance of a certified copy of the same with the two executed versions of this Agreement.

G. Venue. This Agreement is made in the County of Placer in the State of California. Any action to enforce or interpret its terms shall be brought in Placer County Superior Court.

H. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

I. Counterparts. The two original versions of this Agreement may be executed in counterparts, each of which shall constitute an original.

J. Entire Agreement. This Agreement, including the exhibits, contains the whole contract between the Parties for the provision of Fire Services. This Agreement does not supplement other specific agreements that may be entered into by the Parties, between the County and CAL FIRE, or between the City and CAL FIRE

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

City of Colfax

By: _____
Mayor

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Resolution Number: _____

County of Placer

By: _____
Chairman, Board of Supervisors

Dated: _____

ATTEST:

MEGAN WOOD
Clerk of the Board

APPROVED AS TO FORM:

KARIN E. SCHWAB
County Counsel

By: _____
Clerk to the Board

By: _____
County Counsel

Resolution Number: _____

List of Exhibits:

- Exhibit A – Payment Provisions
- Exhibit B – Insurance Requirements
- Exhibit C – City of Colfax/CAL FIRE Mutual Threat Zone Agreement

Consent of California Department of Forestry and Fire Protection

The California Department of Forestry and Fire Protection consents to that certain "COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COLFAX" between the County of Placer and the City of Colfax dated July 1, 2021, and further agrees to provide the services described therein.

By _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Payment Provisions

Annual Cost of Service will be Seventy-Five Thousand Dollars (\$75,000) with a Three Percent (3%) annual percentage escalation. The County reserves the right to request an additional surcharge in the event that the State of California cost structure for CAL FIRE increases greater than Five Percent (5%) within a given fiscal year. This surcharge increase would take effect the following quarter that the increase would be imposed on the County and would be included in the annual cost of services moving forward.

The County will invoice the City quarterly based the Annual Cost of Service amount and payment by the City shall be due and payable within thirty-five (35) days of the date of the invoice.

This payment represents the base Fire Services annual charge. Additional services and/or costs shall be separately billed to the City.

Exhibit B

Insurance Requirements

The City is **self-insured** and agrees as follows:

It is agreed that City shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

The City shall provide proof of self-insurance concurrent with execution of this Agreement and prior to July 1st of every year of the Initial Term of this Agreement. If at any point during the Initial Term of this Agreement the City is no longer self-insured, the City shall provide the following:

City shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-:VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to City's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the City.

City shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of City, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by City in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If City carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If City carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

City shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by City shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

3. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the City, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

5. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The City shall be responsible for all deductibles in all of the City's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

City's Obligations – City's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - City shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the City's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the City to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Exhibit C

Executed version of the City of Colfax/CAL FIRE Mutual Threat Zone Agreement

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE A 3-YEAR COOPERATIVE AGREEMENT WITH PLACER COUNTY TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COLFAX

WHEREAS, the City’s existing Fire Protection Agreement whereby Placer County provides fire management and oversight services to the City is scheduled to expire on June 30, 2021; and,

WHEREAS, City staff has negotiated a Cooperative Agreement for Placer County to provide the City with fire protection, fire prevention, rescue, fire marshal and medical emergency services; and,

WHEREAS, the City Council finds and determines that it is in the City’s best interests to enter a cooperative agreement for Placer County to provide the City with fire protection, fire prevention, rescue, fire marshal and medical emergency services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorizes the City Manager to execute a 3-year Cooperative Agreement with Placer County to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Colfax.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

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

ATTEST:

Amy Lind, Interim City Clerk

Sean Lomen, Mayor

CITY OF COLFAX

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL
CODE CHAPTER 2.28 PERTAINING TO THE CITY'S VOLUNTEER FIRE
DEPARTMENT**

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

Section 1:

Colfax Municipal Code Title 2, Chapter 2.28 is hereby amended by adding Section 2.28.100 in the form and substance contained in the Ordinance attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Superceding Provisions

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

Section 3. Severability

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

Section 4. California Environmental Quality Act Findings

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

FINDING OF NO PROJECT

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

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the "common sense" CEQA exemption provided in 14

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

Section 5. Effective Date

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

The foregoing Ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax held on the 23rd day of June 2021, and passed and adopted at a duly held regular meeting of the City Council held on the 14th day of July, 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:

Sean Lomen, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Amy Lind
Interim City Clerk

EXHIBIT A
CITY OF COLFAX
ORDINANCE NO.
AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFX MUNICIPAL
CODE TITLE 2, CHAPTER 2.28 PERTAINING TO THE VOLUNTEER FIRE
DEPARTMENT

Colfax Municipal Code Title 2, Chapter 2.28 is hereby amended by adding Section 2.28.100 as follows:

2.28.100 Authority To Contract

The City may provide for its volunteer fire department and related services by contract, agreement or other arrangement with any legal entity. All contracts, agreements and other arrangements to that effect previously approved by the City Council are hereby ratified and approved.



Staff Report to City Council

FOR THE JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Mutual Threat Zone Agreement with CalFIRE

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution ___-2021 authorizing the City Manager to execute a Mutual Threat Zone Agreement with CalFIRE Nevada – Yuba – Placer Unit

Summary/Background

The Mutual Threat Zone Agreement (MTZ) is intended to formally memorialize what has evidently been a “handshake” agreement between Colfax and CalFIRE for many years. The County is requiring Colfax to execute the MTZ as a condition to the County executing the Cooperative Agreement. Approving the MTZ is recommended whether or not the Council approves the Cooperative Agreement, although it is not clear what the relationship between the City and County or between the City and CalFIRE will be if the Cooperative Agreement is not approved.

The concept is simple. Colfax is responsible for addressing fires within its jurisdictional boundaries. This is known as the City’s Local Responsibility Area (LRA). CalFIRE is responsible for addressing fires outside the LRA that fall under State jurisdiction (the SRA). The MTZ designates the City of Colfax as a mutual threat zone and requires CalFIRE to respond to fires within the City (the LRA) because those fires also threaten the SRA.

Alternatives

Approve the MTZ

Decline to approve the MTZ and provide alternative direction to staff.

Fiscal Impacts

The MTZ will have no financial impact.

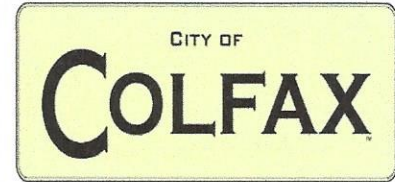
Attachments:

1. Mutual Threat Zone Agreement.
2. Resolution ___-2021

MUTUAL THREAT ZONE AGREEMENT



Between



City of Colfax

and

CAL FIRE Nevada Yuba Placer Unit

June 23, 2021

The City of Colfax and the CAL FIRE Nevada-Yuba-Placer Unit agree to the following:

CAL FIRE Nevada-Yuba-Placer Unit recognizes the potential risk of a catastrophic wildfire in the City of Colfax. The City of Colfax is a Local Responsibility Area (LRA) totaling 1.4 square miles. The area is surrounded by unincorporated Placer County that is 100% State Responsibility Area (SRA). Fire and Resource Assessment Program (FRAP) have determined the City of Colfax is a 100% Very High Fire Severity Zone (VHFSZ). The surrounding SRA is also 100% VHFHSZ.

The City of Colfax is mountainous foothill terrain with timber over story fuels. Most development was approved with older building codes, road standards and water systems. These factors exist in a semi urban and urban developed area with significant population densities and high valued properties and infrastructure. An unwanted vegetation fire under the right conditions would likely overwhelm the local initial response system and result in a request for CAL FIRE Mutual Aid/or be an immediate threat to SRA.

With the understanding of the local wildland fire environment, local response capabilities, threats to life and property and the existing threat to SRA, CAL FIRE Nevada-Yuba-Placer Unit will designate the City of Colfax as a Mutual Threat Zone (MTZ) and will approve a standard CAL FIRE response to all reported vegetation fires and other fire types that pose a threat to the vegetation.

As a threat to the SRA, CAL FIRE accepts the responsibility for fire suppression and associated costs until the threat is mitigated. Once mitigated, all affected agencies will follow the principles of CAL FIRE Mutual Aid. This is supported by CAL FIRE Policy 8513.

TYPES OF MUTUAL AID, Policy 8513

Mutual aid may also be provided to areas determined to be within a mutual threat zone, wherein any fire is judged to be a threat to agencies having a common boundary. Mutual threat zones will be delineated on maps maintained by both agencies. Mutual threat zones will exist primarily along SRA-LRA boundaries. Normally, a negotiated automatic response is made into a mutual threat zone, thereby reducing duplication.

Regional responses into target hazards in both the LRA and SRA areas within Placer County foster valuable partnerships that encourage safe, effective, and efficient deployment of firefighting resources to all residents in the City of Colfax and Placer County.

Maps to define the MTZ agreement are attached.

This agreement will be valid until terminated by any party in writing.

City of Colfax
PO Box 702
Colfax, CA 95713
(530) 346-2313

Signed By: _____ Date: _____

Sean Lomen
Mayor

CAL FIRE Nevada-Yuba-Placer Unit
13760 Lincoln Way
Auburn, CA 95603
(530) 889-0111

Signed By: _____ Date: _____

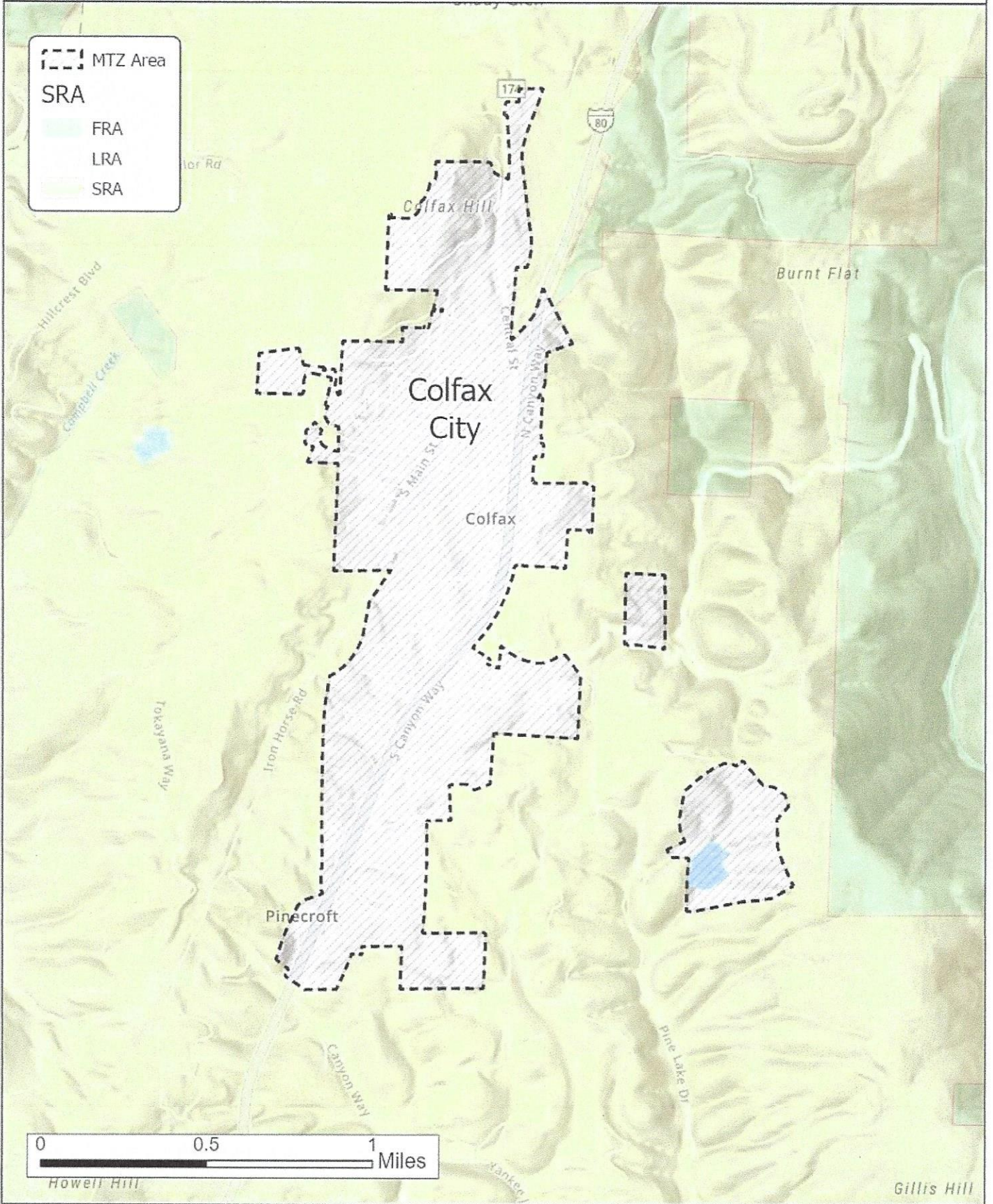
Brian Estes
Unit Chief



Colfax City Mutual Threat Zone

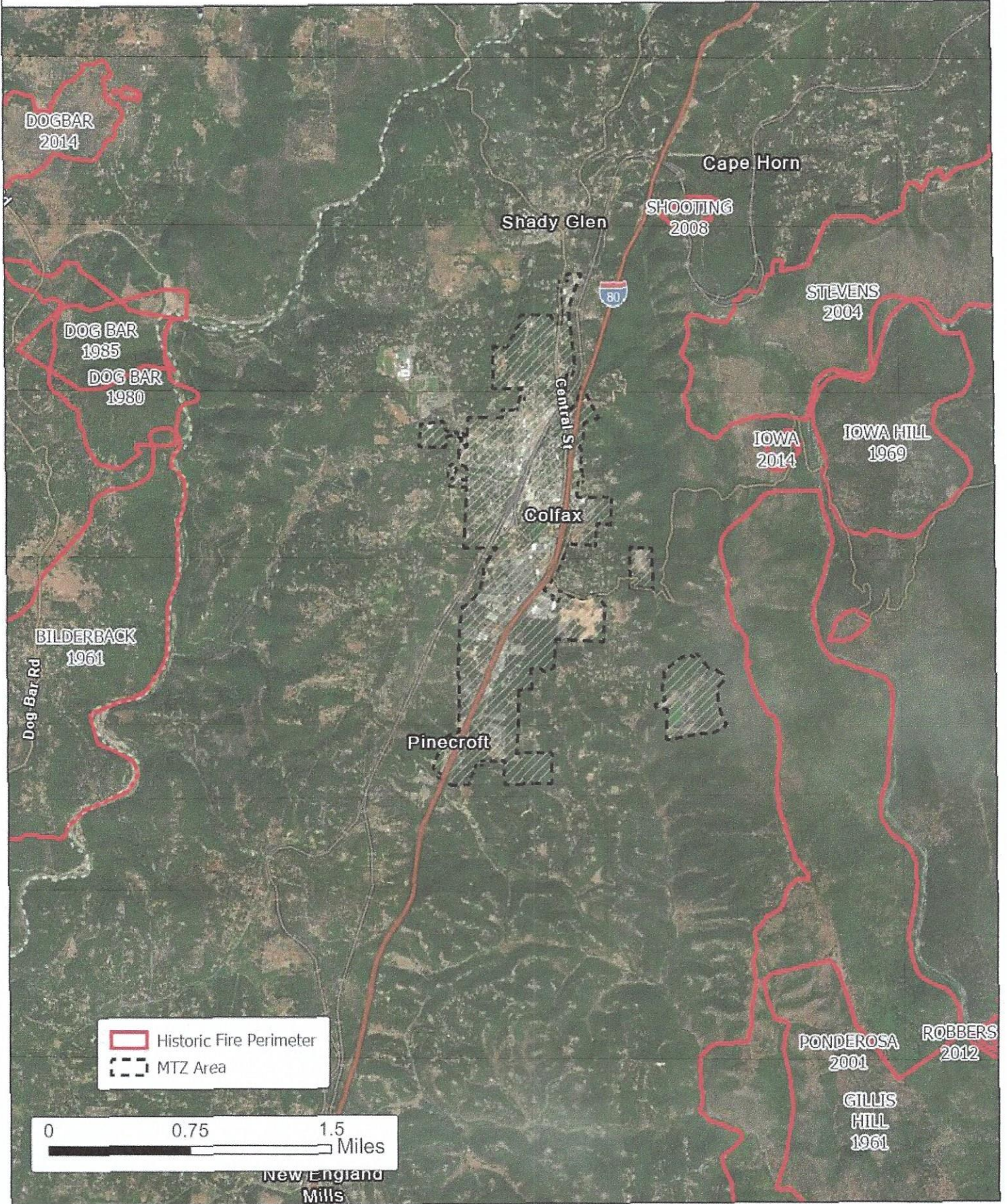


MTZ Area
SRA
 FRA
 LRA
 SRA





Colfax City Mutual Threat Zone





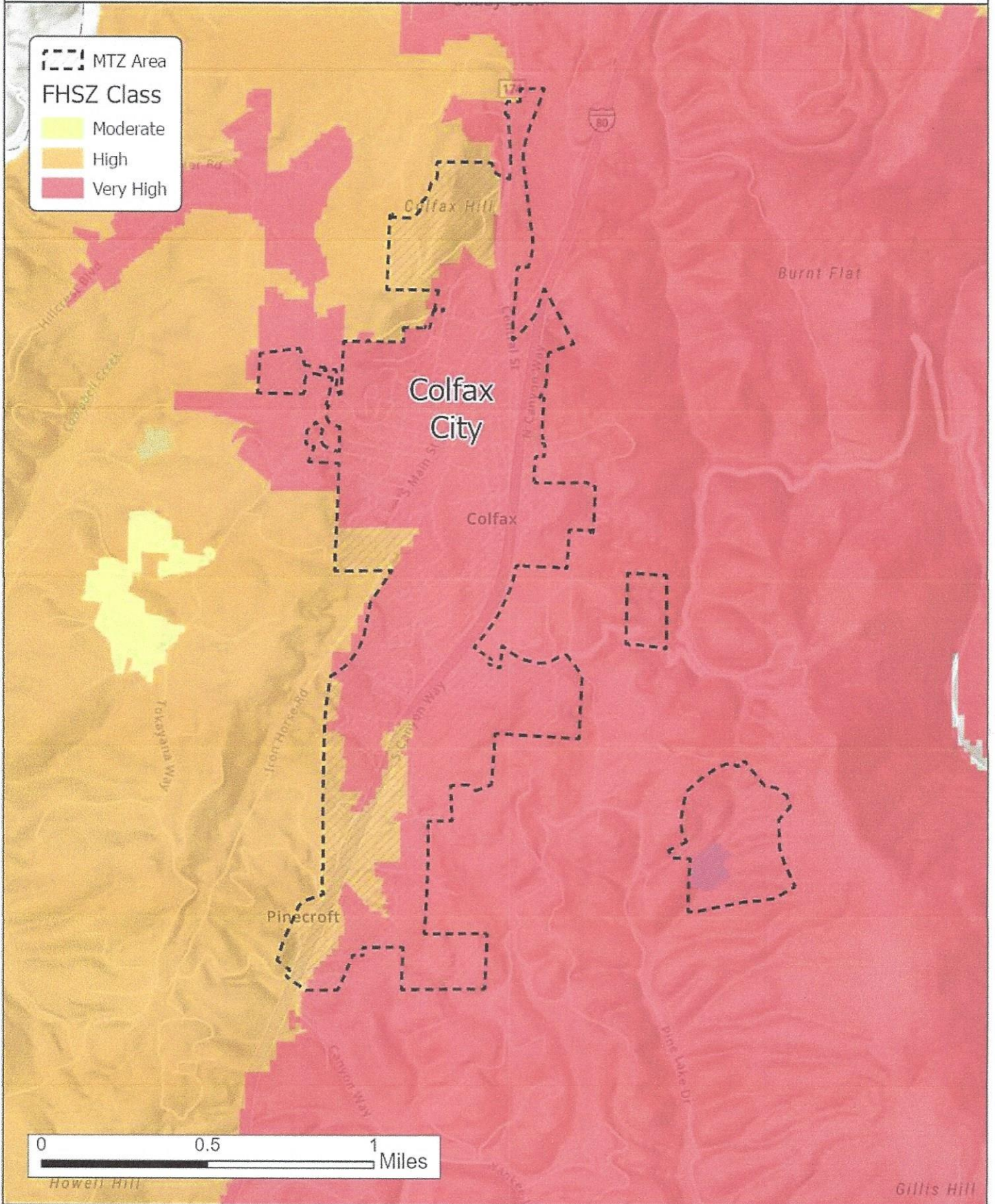
Colfax City Mutual Threat Zone



MTZ Area

FHSZ Class

- Moderate
- High
- Very High



CAL FIRE											
NEVADA YUBA PLACER UNIT- STANDARD WILDLAND RESPONSE PLAN											
CAL FIRE RESOURCES											LOCAL (CLOSEST)
	DC	BC	Air Attack	Air Tanker	Helicopter	Engine	Dozer	Crews	Chief	Engine	Tender
LOW		1				2			1	1	
Med		1	1	1	1	4	1	1	1	2	1
High	1	1	1	2	1	6	2	2	1	3	2

*ORDER ADDITIONAL RESOURCES BY NUMBER NEEDED, KIND, TYPE- AGENCY OR CLOSEST



City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE A
MUTUAL THREAT ZONE AGREEMENT WITH CALFIRE NEVADA – YUBA – PLACER UNIT

WHEREAS, it is necessary for the City to enter a Mutual Threat Zone Agreement with the CalFIRE Nevada-Yuba-Placer Unit in order to allow CalFIRE to respond to incidents that are within the City’s local responsibility area and are outside the State’s responsibility area; and,

WHEREAS, the City Council finds and determines that it is in the City’s best interests to enter a Mutual Threat Zone Agreement between the City and CalFIRE Nevada-Yuba-Placer Unit.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to Execute a Mutual Threat Zone Agreement with CalFIRE Nevada – Yuba – Placer Unit

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 23rd day of June 2021 by the following vote of the Council:

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

Sean Lomen, Mayor

ATTEST:

Amy Lind, Interim City Clerk



Staff Report to City Council

FOR JUNE 23, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Council Committee Assignments – Pioneer Energy Board (Primary) and Placer County Transportation Planning Agency (Alternate)

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and assign committee assignments for the Pioneer Energy Board (Primary) and Placer County Transportation Planning Agency (Alternate).

Summary/Background

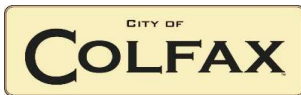
Recent changes to Council availability to serve as the primary on Pioneer Energy Board and the alternate for Placer County Transportation Agency requires Council to assign members for the aforementioned committees. Staff is requesting Council assign a representative as the primary for the Pioneer Energy Board and a representative as the Placer County Transportation Planning Agency alternate.

Fiscal Impacts

N/A

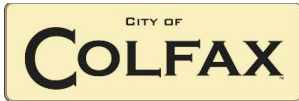
Attachments:

1. 2021 Council Committee Assignments



2021 Proposed Committee Assignment List

Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Economic Development Board (PCEDB)	Marnie Mendoza Alt: Joe Fatula	3rd Thursday 4x/yr Jan/Apr/July/Sept	Currently Zoom / then Resource Center - Rocklin	No Stipend
Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC)	David Ackerman Alt: Joe Fatula	6:00PM 3rd Wednesday every other month - Jan/Mar/ay/July/Sept/No v	Currently Cancelled / then Colfax City Hall	No Stipend
Sacramento Area Council of Governments (SACOG) Board of Directors	Trinity Burruss Alt: David Ackerman	9:30AM 3rd Thursday	Currently Zoom / then 1415 L. Street, Suite 300 Sacramento	\$100 Stipend
Placer County Air Pollution Control District (PCAPCD)	Trinity Burruss Alt: Marnie Mendoza	2:30PM 2nd Thursday 6x/yr	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Placer Mosquito & Vector Control District (PMVCD)	Will Stockwin Alt: Marnie Mendoza	4:30PM 3rd Monday / Every Month	2021 Opportunity Dr Roseville	\$100 Stipend
Project Go	Colfax is rotated out this year	5:30PM 3rd Thursday	801 Vernon St Roseville	No Stipend
Placer County Transportation Planning Agency (PCTPA)	Trinity Burruss Alt: Joe Fatula	9:00AM 4th Wednesday / Every Month	Currently Zoom / BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Local Agency Formation Commission	Sean Lomen Alt: Trinity Burruss	4:00PM 2nd Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Solid Waste Task Force	Wes Heathcock Alt: Sean Lomen	9:00AM 1st Thursday 4x/yr Feb/May/Aug/Nov	CRDC Cypress Room, 2091 County Center Dr, Suite 170, Auburn	No Stipend
Placer Sierra Fire Safe Council	Sean Lomen Alt: Joe Fatula	6:00PM 4th Thursday / Every Month	City of Colfax Council Chambers Location TBD	No Stipend



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Placer County Selection Committee	Mayor	Yearly		No Stipend
League of California Cities Sacramento Valley Division Liaison	Marnie Mendoza Alt: David Ackerman	4x/yr 12pm - 2pm Conf - 11:45am - 1pm	ZOOM - 2/19/2021 ZOOM - 5/28/2021 ZOOM - 7/16/2021 Ann Conf - 9/22/2021	No Stipend
Bianchini Advisory Board	Marnie Mendoza Alt: Trinity Burruss			No Stipend
Sierra Vista Community Center Liaison	David Ackerman Alt: Sean Lomen	6:00pm 3rd Wednesday	Community Center	No Stipend
Colfax Schools Liaison	Trinity Burruss Alt: Sean Lomen			No Stipend
Pioneer Community Energy	Joe Fatula Alt: David Ackerman	3:00PM 3rd Thursday	Currently Zoom / 2510 Warren Drive, Suite B Rocklin, CA 95677	No Stipend
Colfax Bike Park	Joe Fatula David Ackerman			
Colfax Skate Park	Trinity Burruss Marnie Mendoza			
ISO AdHoc	Joe Fatula Sean Lomen			
Placer County Flood Control & Water Conservation District (Board of Directors)	Sean Lomen	2nd Monday Monthly 4:00pm	Currently Zoom, then Rocklin City Council Chambers	\$100 Stipend