CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR KIM DOUGLASS • MAYOR PRO-TEM TOM PARNHAM
COUNCILMEMBERS • KEN DELFINO • STEVE HARVEY • TONY HESCH

REGULAR MEETING AGENDA
May 13, 2015
Regular Session begins at 7:00 PM

1) CONVENE OPEN SESSION

1A. **Pledge of Allegiance**

1B. **Roll Call**

1C. **Approval of Agenda Order**

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

RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

2) CONSENT CALENDAR

RECOMMENDED ACTION: Approve Consent Calendar

All matters listed under the Consent Agenda are considered routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City staff.

2A. **Minutes City Council Meeting of April 22, 2015**

Recommendation: Approve the Minutes of the Regular Meeting of April 22, 2015.

3) COUNCIL, STAFF AND OTHER REPORTS

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

3A. **Committee Reports and Colfax Informational Items - All Councilmembers**

3B. **City Operations Update – City staff**

3C. **Additional Reports – Agency partners**

4) PUBLIC COMMENT

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

5) COUNCIL BUSINESS

5A. **City Sewer Service Charge Billing Options**
STAFF PRESENTATION: Laurie Van Groningen, Finance Director
RECOMMENDATION: For discussion only

5B. **Proposed Fire Protection Agreement with the County of Placer for Fire Protection and Discussion of Fire Support Staffing**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Approve Resolution No. 15-2015: Authorizing the City Manager to execute a Fire Protection Agreement with the County of Placer for Fire Management and Oversight Services from July 1, 2015 through June 30, 2018.

5C. **Placer County Sheriff Contract Renewal**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and Direct Staff to implement a renewal option as appropriate.

5D. **Dingus McGee Abatement and Agreement for Sewer Connection and Fee Credit Continuance**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Approve and Adopt Resolution 17-2015: Confirming an Understanding Regarding the Sewer Impact Fees and City Development Mitigation Fees for the Property at 2121 South Auburn Street

5) ADJOURNMENT

IN WITNESS THEREOF, I have hereunto set my hand and posted this agenda
at Colfax City Hall and Colfax Post Office.

Lorraine Cassidy, City Clerk

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

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, April 22, 2015
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL REGULAR MEETING TO ORDER

The Regular Council meeting was called to order at 7:00 PM by Mayor Douglass.

1A. **The Pledge of Allegiance** was led by Connie Heilaman, Colfax Business Owner.

1B. **Roll Call:**

Councilmembers present: Douglass, Harvey, Hesch, and Parnham. Councilmember Delfino was absent.

1C. **Approval of Agenda:**

On a motion by Councilmember Hesch, seconded by Councilmember Harvey, the City Council approved the agenda.

AYES: Douglass, Harvey, Hesch, and Parnham
NOES: None
ABSENT: Delfino

1D. **Announcement – *Big Day of Giving, May 5, 2015***

Councilmember Hesch explained that the Big Day of Giving is an important opportunity to assist in raising funds for organizations which serve our community. He introduced Pauline Evans from the Friends of the Library and Connie Heilaman from the Sierra Vista Community Center who gave a synopses of their respective organizations and the proposed uses for any funds received through the Big Day event. Councilmember Hesch presented information as a representative of the Placer Sierra Historical Railroad Society. He mentioned that the Big Day of Giving website (www.bigdayofgiving.org) would give further information about how to give online for the Big Day.

2 CONSENT CALENDAR

2A. Minutes City Council Meeting of April 8, 2015
Recommendation: Approve the Minutes of the Regular Meeting of April 8, 2015.

2B. Cash Summary Report March, 2015
Recommendation: Receive and File.

2C. Audit/Risk Assessment Committee Update
Recommendation: Receive and File.

2D. Department of General Services Surplus Property Program
Recommendation: Adopt Resolution 12-2015 authorizing Colfax designated employees to purchase surplus property from the surplus property agency where appropriate.

2E. Schedule of activities for collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls
Recommendation: For information only

On a motion by Councilmember Hesch, seconded by Councilmember Harvey, the City Council approved the Consent Calendar.

AYES: Douglass, Harvey, Hesch, and Parnham
NOES: None
ABSENT: Delfino

3 COUNCIL, STAFF AND OTHER REPORTS

3A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Harvey

- Nothing to report

Mayor Pro Tem Parnham

- Attended the Mosquito Abatement Board meeting. The Board worked on the mission statement and long term priorities

Councilmember Hesch

- Reported that the state has tentatively set the City's required water reduction at 36%. Until the official requirements are adopted, everyone needs to cut back as much as possible.
- The PCTPA meeting was cancelled because the majority of the members were at Cap to Cap, to lobby federal legislators. He sent word with the PCTPA members to lobby for small rural communities.
- Union Pacific Railroad gave the City a desk from the Southern Pacific Railroad which is a nice artifact and part of Colfax history.

Mayor Douglass

- Attended the Placer Economic Development Board seminar. The topic was the 2,200 acre development between Roseville and Lincoln which will include housing and higher education services. The development will affect the Colfax area when the colleges are in place.
- The 3rd of July event is coming up. It will have a top notch light show and costumed reenactors representing historic US individuals.
- Attended the Chamber Mixer.
- Stated that the courtesy notice for no smoking in the Gazebo doesn't appear to be working. He would like Council to put more teeth into the request. Councilmembers concurred that the problem needs to be brought under control and suggested considering closing the Gazebo at night. He asked that staff bring back options for improving visitor experience at the Gazebo.

3B. City Operations Updates – City Staff

City Manager Miller

- Staff has researched the Disadvantaged Community Designation which is important for eligibility for numerous grants. The American Community Survey using census data from 2008-2012 does not designate Colfax as a Disadvantaged Community, so the City may have to conduct its own survey before applying for certain grants.
- The City has issued a short, one step RFQ for the North Main Bike Route Project.
- Senator Jim Beall has proposed a five-year temporary funding source for maintaining and preserving local roadways.
- Staff attended a California Prop 1 Water Bond Grant presentation regarding grant funding for water recycling and advanced water treatment technologies. The City will look at submitting a proposal for $15 million grant to implement water recycling or other long term projects for the Wastewater Treatment Plant.
- Save the date of May 7, 2015 for the Colfax Economic Presentation at 2:00 pm in the historic Colfax Theater by Michele Reeves. This is a grant-funded presentation, followed by a question and answer session, and individual business Technical Assistance appointments. Flyers are available for anyone interested. Thanks to the Colfax Theater for putting the notice on the marquee.

- Placer County Water Agency will host a mulch give away on Saturday, May 16 at Sierra College.

3C. **Additional Reports – Agency Partners**

Sergeant Ty Conners, Station Commander of the Colfax Substation for Placer County Sheriff's Office

- Officer Jeff Powers will be transferring from his Colfax position to Auburn, but there is a good list of candidates to replace him.
- Sgt. Conners personally visited every downtown business and received positive feedback. Owners reported fewer problems with homeless at the Gazebo due to the camera and extra patrols.
- The substation has a new volunteer for a total of 5. Sergeant Conners hopes that they will begin doing more community outreach with the increased staffing.

Council asked questions regarding enforcement of non-smoking in parks and how the new alcohol container law is working. Sgt. Conners stated that the container law is helping but adding a new layer of enforcement may not be as beneficial as continuing to work together with the current laws and efforts to make the Gazebo a family-friendly place.

Frank Klein, President of the Colfax Chamber of Commerce

- Reported that the Chamber Mixers have been well attended with 30-40 people. He thanked Councilmembers for attending the mixers.
- On May 5th, the Chamber will participate in a ribbon cutting for Dr. Sheena Boyd.
- Pre-events for the 3rd of July event are scheduled for May 9th and June 13th from 4-11 PM on S Main Street.
- The next mixer will be May 12th at the Chamber hosted by the Lions Club and Lioness Club from 5:00-6:30 PM.

4 PUBLIC COMMENT

Connie Heilaman, President Sierra Vista Community Center (SVCC):

- Announced dates for several SVCC events:
  - May 2nd event – cancelled so as not to compete with the Soroptomist's May 2nd event
  - May 8 – Art Walk, second Fridays during the Summer
  - May 13 – Annual Meeting and Potluck
  - June 27 – 2nd Annual Chocolate, Wine, and Art Indulgence
  - Ongoing Fundraiser – Collecting used clothing, shoes, and textiles (except pillows) to send overseas – Please bring to the Saturday Flea Market

Will Stockwin, 525 Pine Street

- Commented that he prefers the podium to face both Council and the audience

Michael Garabedian, Friends of the North Fork:

- Made several comments regarding the Industrial Use Permit. He wanted to know if the City receives regular reports.

City Manager Miller responded that the City does receive quarterly reports from the industrial user and he will meet with Mr. Garabedian if necessary.

Barry Forman, Back to the Drawing Board (Sign Company)

- Brought a concept drawing of a mural design he will be presenting to the owner of the Railhead Saloon. He would like to help Colfax spruce up its image and is willing to reduce his rates by half for Colfax businesses. He hopes the City will support his efforts.

5 PUBLIC HEARING

Joint hearing of the Colfax City Council and the Colfax Planning Commission

5A. **Design Review Permit No. DRP-SP-01-2014 for Dollar General, a Retail Establishment; and Consideration of Mitigated Negative Declaration for the Project**
STAFF PRESENTATION: Mark Miller, City Manager and Jessica Hankins, Environmental Planner
RECOMMENDED ACTION: PLANNING COMMISSION - Adopt Resolution No. 13-2015: approving Design Review Permit No. DRP-SP-01-2014 for Dollar General, and recommending that the City Council certify and adopt the Mitigated Negative Declaration for the Project.

5B. **Consideration of Mitigated Negative Declaration for Dollar General Project No. DRP-SP-01-2014 at 951 S. Auburn Street**
STAFF PRESENTATION: Mark Miller, City Manager and Jessica Hankins, Environmental Planner
RECOMMENDED ACTION: Adopt Resolution No. 14-2015: Certifying And Adopting The Negative Declaration for Design Review Permit No. DRP-SP-01-14 Dollar General Project

Mayor Douglass opened the hearing at 7:50 PM.

City Manager Miller introduced Jessica Hankins, Environmental Planner, and Jeff Lee, representative of the applicant SimonCRE. He presented a slide show delineating details of the projects, its benefits and the site and design review.
Councilmembers discussed the project, serving both as City Councilmembers and Planning Commissioners. Councilmember Harvey asked why the Traffic Study did not include the major intersections in town. City Manager Miller responded that those intersections were not required – only the closest ones are necessary for the study. Most of the trips to a Dollar General are pooled trips, not new trips so the impact is relatively small. Caltrans agreed that the Traffic Mitigation Fees are the appropriate mitigation for the impacts. CalTrans did propose an optional alternative to the use of the Mitigation Fees to directly improve South Auburn Street rather than adding the fees to the traffic fund.
Councilmember Hesch state that he had expected to have objections, but after reviewing the documents, all of his questions were answered.
Mr. Lee, representing the applicant, offered to answer questions. Council asked when construction could begin assuming approval and if local subcontractors would be hired. Mr. Lee responded that construction could begin in as little as three weeks because local subcontractors have already been contacted.
Mayor Douglass opened the hearing to the public for comment.
Michael Garabedian of Friends of the North Fork stated that the drainage from the Dollar General project would run into Bunch Creek and from there into the River. He stated that the reports were preliminary and that Council/Commission was not provided with enough information to make a decision. He also stated that he doesn't like signs along the highway, but they may be ok. He noted that the specific suggestions from Caltrans were not included in the slideshow. He stated that it is the Council's responsibility to ask questions.
Councilmember Hesch responded that all the issues mentioned by Mr. Garabedian could be answered by reading the entire packet.
City Manager Miller stated that all of the comments to the Initial Study had been addressed and are included in the conditions for approval.

Mr. Garabedian stated that the review period ended on April 6th and the Staff Report was written April 14th, so there was not enough time for staff to confer with Caltrans.
City Manager Miller responded that staff did indeed meet in person with Caltrans at their offices in Marysville and had extensive conversations regarding the Dollar General. Caltrans is supportive of the project.
Frank Klein stated that Dollar General expects $1.2 to $2 million in sales annually which will be a great revenue source for the City. Twelve jobs will be created. This project is good for City revenue, creates jobs, cleans up an eyesore lot, and makes the City look alive. It is just what Colfax needs.

On a motion by Mayor Pro Tem Parnham, seconded by Councilmember Hesch, the City Planning Commission adopted Resolution No. 13-2015: Approving Design Review Permit No. DRP-SP-01-2014 for Dollar General, and recommending that the City Council certify and adopt the Mitigated Negative Declaration for the Project.
AYES: Douglass, Harvey, Hesch, and Parnham
NOES: None
ABSENT: Delfino

On a motion by Councilmember Hesch, seconded by Mayor Pro Tem Parnham, the City Council adopted Resolution No. 14-2015: certifying and adopting The Negative Declaration for Design Review Permit No. DRP-SP-01-14 Dollar General Project.
AYES: Douglass, Hesch, and Parnham
NOES: Harvey
ABSENT: Delfino

Mayor Douglas closed the Public Hearing at 8:18 PM.

6 COUNCIL BUSINESS

6A. **Placer County Sheriff Contract**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and Direct Staff as Appropriate.

City Manager Miller gave an update to Council regarding the contract with the Sheriff's Department which needs to be renewed by June 30th. Last year, the City opted to reduce the service hours in order to maintain costs at 2013 rates. The Finance Director has indicated that the funding is available to return to the full service level with the increase in City revenues. Staff has included a draft contract extension for Council's information and is seeking direction regarding the hours of service.
Sergeant Conners would like to go back to full service because the longer response time could result in a tragedy if an emergency occurs during the reduced hours.
Council gave a mixed response, so City Manager Miller stated that the will bring back a few options for Council to discuss.

Mayor Douglass adjourned the meeting at 8:28 PM.

Respectfully submitted to City Council this 13th day of May, 2015

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

For the May 13, 2015 Council Meeting

FROM: Staff

PREPARED: May 6, 2015, 2015

SUBJECT: City Sewer Service Charge Billing Options

X	N/A		FUNDED		UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A

RECOMMENDED ACTION: For Discussion Only

SUMMARY

Staff recommends that the Council review the process for collecting City Sewer Service Charges for potential efficiency gains.

BACKGROUND

The current process for City Sewer Service charges (in accordance with Title 13 of Colfax Municipal Code) is described below:

1. City sewer service charges are billed in advance to the property owner who is responsible for payment.
2. The regular billing period is bi-monthly. Sewer services charges are due and payable upon presentation (first day of billing cycle).
3. A penalty of ten (10) percent is imposed on all charges not paid on or before the first day of the second month following the date such charges were due.
4. An additional penalty (interest) of one percent per billing period is imposed on the first day of the second month following the date such charge was due and payable and on each due date thereafter until there is payment in full of the charge, plus all penalties.
5. Delinquent sewer charges, together with accrued penalties and interest thereon are collected on the secured tax roll in the same manner and at the same time, as general property taxes. This process requires an ordinance (and resolution) according to Colfax Municipal Code as described below*. (Note: I/I charges of $74.40 per EDU per year are already collected on secured tax roll – through 2018)

**Article VI – Collection of Sewer Fees with Property Taxes*
13.08.310 – Collection with property taxes – Decisions
The council, by ordinance approved by a two-thirds vote, may elect to have the sewer service charges for any forthcoming fiscal year or delinquent sewer service charges which have accrued, together with the interest thereon or both, collected on the secured tax roll in the same manner and at the same time as general property taxes.

RECOMMENDATION FOR CONSIDERATION:

Consider collecting all sewer usage charges on the tax rolls and eliminate bi-monthly billing process.

Some initial data and analysis is below:

Potential Disadvantages:

- Loss of Penalty and Interest Income to the City.
- Requires budget planning to accumulate funds for yearly service charges to be paid at tax time to avoid financial hardship for some property owners.
- County charges 1% collection cost to City (this cost is passed to property owner in current delinquent collections).

Potential Advantages:

- Reduced staff time and costs – Current billing process requires daily support (phone calls, system/account updates, processing of bills and receipts).
- Eliminate cost of annual software maintenance – City Billing System is outdated and difficult to support.
- Reduced cost: Postcards, printing, postage ("Green" business practices).
- Eliminate delinquent sewer charges for all secured properties – this is cumbersome process of identifying delinquent accounts and processing through to County.
- Cash flow will be consistent – County allocations are made via Teeter system in January and May of each year.
- Savings would include: annual cost of billing software; purchase of 4200 billing postcards; and printing, postage ($1,428), and employee time to mail 720 billing notices bi-monthly.

Historical Data	FY2013-2014	FY2012-2013	FY2011-2012	FY2010-2011
Interest/Penalty Revenues	$ 23,451	$ 41,762	$ 31,637	$ 22,107
Number of Delinquent Accounts	68	90	67	97
Delinquent Account Balance	$ 103,572	$ 148,016	$ 88,507	$ 184,213

City Sewer Service Charges are a sensitive topic for the property owners in the City of Colfax. Our costs are higher than most surrounding County and City properties due to the smaller size of our City and the diseconomy of scale.

Any changes to our processes need to be thoroughly analyzed and communicated through public outreach and public hearings. The earliest date that the process could be changed would be June 2016 for the FY2015-2016 tax roll, therefore we have sufficient time for analysis, communication, and implementation.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 13, 2015 COUNCIL MEETING

FROM: Staff

SUBJECT: Proposed Fire Protection Agreement with the County of Placer for Fire Protection and Discussion of Fire Support Staffing

☐	N/A	X	FUNDED	☐	UN-FUNDED	**AMOUNT:** $21,500 -$30,480 per year	**FROM FUND: 100-120-5620**

RECOMMENDED ACTION: Approve Resolution No. 15-2015: Authorizing the City Manager to execute a Fire Protection Agreement with the County of Placer for Fire Management and Oversight Services from July 1, 2015 through June 30, 2018.

ISSUE STATEMENT AND DISCUSSION:

The City has contracted with the County of Placer to provide management and oversight services for the City's Fire Department since 2001. Fire Marshall Services were added to the contract beginning in 2005. The County provides these services through its fire protection provider, the California Department of Forestry and Fire Protection (Cal Fire).

The current agreement expires June 30, 2014. The proposed agreement will provide the same services for fiscal year July 1, 2015 – June 30, 2018. The only significant change is the term of the contract extending to three years, which is more efficient than yearly renewals. If any unusual circumstances or changes in costs are experienced both parties indicate a willingness to renegotiate. The County of Placer, through its contract with CAL FIRE, will provide fire protection services to the City of Colfax. Fire Protection Management and Oversight will be provided at an annual cost of $21,500. In addition, CAL FIRE will provide Fire Marshal services, up to 12 hours/month, to be billed at a rate of $113.90/hour, the annual total cost not to exceed $8,980.

Additionally, staff would like to discuss the need for supplemental administrative services, which could potentially be provided by part-time City hires.

FINANCIAL AND/OR POLICY IMPLICATIONS:

For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount of $30,480 per year, or $91,440 over the course of a three year contract.

SUPPORTING DOCUMENTS:

Attachment 1: Resolution No. 15-2015
Attachment 2: Proposed Fire Protection Agreement

City of Colfax
City Council

Resolution № 15-2015

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRE PROTECTION AGREEMENT WITH THE COUNTY OF PLACER FOR FIRE MANAGEMENT AND OVERSIGHT SERVICES FROM JULY 1, 2015 TO JUNE 30, 2018

WHEREAS, the City previously contracted for Fire Management and Oversight Services for the Colfax Fire Department with the County of Placer through CalFire; and,

WHEREAS, the City Council also contracted for Fire Marshal Services with the County of Placer through CalFire; and,

WHEREAS, the City has had outstanding services provided by the County of Placer and appreciates the interagency support; and,

WHEREAS, the County of Placer has indicated its willingness to continue to contract said services,

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

The Mayor and City Manager are hereby authorized to:

1. Execute on behalf of the City, the Fire Protection Agreement between the County of Placer for fiscal years 2015-2018 in the form attached to this Resolution,
2. Appropriate, encumber and expend all funds required of it under said Agreement,
3. Execute all other documents necessary to implement that Agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the day 13th Day of May, 2015 by the following roll call vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Kim A Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

FIRE PROTECTION AGREEMENT
2015-2018
County of Placer and City of Colfax

3 YR

I. PARTIES TO THIS AGREEMENT:

County of Placer and the City of Colfax

II. BACKGROUND AND PURPOSE:

By its unanimous action on February 27, 2001 the Colfax City Council indicated its desire to have the County of Placer, through its fire protection provider the California Department of Forestry and Fire Protection (CAL FIRE) assume management and operational oversight of the City of Colfax Fire Department. The purpose of this document is to formalize an Agreement between the Parties for the County of Placer to provide contractual interim management and oversight of the City of Colfax Fire Department and its operations.

III. TERM:

The term of this contract is July 1, 2015 through June 30, 2018.

IV. COSTS:

The County of Placer, through its contract with CAL FIRE, will provide fire protection services to the City of Colfax. The services indicated in paragraphs V.1-4 below in the areas of fire protection management and oversight will be provided at an annual cost of $21,500. In addition, CAL FIRE will provide Fire Marshal services (paragraph V. 5), up to 12 hours/month, to be billed at the current hourly rate at the time of service, the annual total cost not to exceed $8,980. Fire Marshal services will be billed quarterly based on actual services performed. (Fire Marshal billing information, itemized by project, is to be provided to City of Colfax on a monthly basis.)

For the totality of services specified within this Agreement, the City of Colfax will reimburse the County of Placer $30,480 per year or $91,440 over the course of the three year contract.

V. SCOPE OF SERVICES:

A. Safety and Training

Training will be provided to the City of Colfax Volunteer Firefighters utilizing the CAL FIRE/Placer County Fire Colfax Battalion Chief and other instructors. Training will be conducted to assure attainment of the minimum basic skill level and meet state and federal legal requirements for firefighting operations.

The City's fire facilities, vehicles, and equipment will be maintained and upgraded as resources allow.

B. Management and Administration

The Colfax City Council will retain local governance of the Fire Department.

The Fire Chief for the City of Colfax will be the CAL FIRE/Placer County Fire Colfax Battalion Chief for the duration of the contract, shall be considered the City Fire Chief, and will report directly to the Colfax City Manager. If the currently assigned individual departs for any reason, CAL FIRE/Placer County Fire will consult with the City of Colfax on his replacement. No individual will be assigned as Fire Chief without the consent of the Colfax City Manager.

Volunteers serving as firefighters for the City of Colfax Fire Department shall be retained as City volunteers.

The contracted Fire Chief will take direction from the City Manager and implement the policies of the Colfax City Council.

The contracted Fire Chief will make recommendations on fire department organizational structure and personnel issues to the City Manager and City Council.

The contracted Fire Chief will pursue funding opportunities to help purchase equipment for the benefit of the Colfax Fire Department in providing public safety services.

The contracted Fire Chief will oversee and evaluate the spending practices of the fire department and make recommendations to the City Council.

C. Stability of Command and Control

As previously noted, for the duration of this contract, the City of Colfax Fire Chief shall be the CAL FIRE/Placer County Fire Colfax Battalion Chief.

The contracted Fire Chief shall have the authority to exercise those fire department management and operational duties and responsibilities commensurate with overall command of the department and its operations, as authorized by unanimous action of the Colfax City Council on February 27, 2001.

The contracted Fire Chief will assume command of those fire-related emergency incidents occurring within the City of Colfax.

D. Readiness to Respond

The contracted Fire Chief will continually evaluate the response protocols of the Fire Department and make recommendations to the City for implementation of the changes necessary to provide effective emergency services to the public.

E. Fire Marshal Services

CAL FIRE/Placer County Fire will provide fire protection planning services to the City of Colfax, as requested. The services include, but are not limited to:

- Plans Review.
  This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.

- Fire Inspection.
  Given a performance-based design, evaluate compliance of life safety systems and building services equipment with construction documents to ensure they are installed, inspected, and tested to perform as described in accompanying engineering documents and operations and maintenance manuals. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.

VI: INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CITY OF COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY OF COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY OF COLFAX. CITY OF COLFAX also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY OF COLFAX or the COUNTY or to enlarge in any way the CITY OF COLFAX'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY OF COLFAX'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. INSURANCE:

CITY OF COLFAX 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 OF COLFAX'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 OF COLFAX.

CITY OF COLFAX 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 OF COLFAX, 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 OF COLFAX 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 OF COLFAX 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 OF COLFAX 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 OF COLFAX shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Placer 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 OF COLFAX 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 polices 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 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 OF COLFAX, 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 OF COLFAX shall be responsible for all deductibles in all of the CITY OF COLFAX's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CITY OF COLFAX's Obligations - CITY OF COLFAX'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 OF COLFAX 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 OF COLFAX'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 OF COLFAX 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.

Executed as of the day first above stated:

David Boesch **Date**
County Executive Officer

Kim Douglass **Date**
Mayor

APPROVED AS TO FORM:

Deputy County Counsel **Date**

STAFF REPORT TO THE COLFAX CITY COUNCIL

For the May 13, 2015 Council Meeting

FROM: Mark Miller, City Manager

PREPARED By: Mark Miller, City Manager

SUBJECT: Placer County Sheriff Contract Renewal

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT:** $xxxx,xxx	**FROM FUND: 100-300**

RECOMMENDED ACTION: Discuss and direct Staff to implement a renewal option as appropriate.

BACKGROUND AND DISCUSSION:

Effective July 1, 2012, the City and Placer County executed an agreement for the provision of law enforcement services by the Placer County Sheriff–Coroner-Marshals Office. The contract anticipates annual adjustments to account for increases in salaries, liability insurance, vehicle rates and overall cost of living. Placer County is mandated for sheriff salary adjustments by voter approved Proposition F*.

The current contract expires June 30, 2015, and staff has worked with the Sheriff's Office to provide options for the coming year. Attached is a draft contract renewal reflecting the same arrangement as our current contract. Last year, in order to defer a significant cost increase over Fiscal Year 2013-2014, the City worked with the Sheriff's Office to reduce staffing during hours of minimal call activity.

The current Sheriff's contract maintained the base contract price for services at $603,490 for Fiscal Year July 1, 2014-June 30, 2015, after deferring the increase through reduced hours. The initially proposed rate for the upcoming year at the current service level is $608,319, an increase of only 0.8%. As an alternative, the City could return to the previous service level at a cost of $640,064, a $31,745 or 6.06% increase over current costs, see enclosed spreadsheets.

Alternately, a hybrid option such as half a year at current service, then increase could be half or ~$16,000.

ATTACHMENTS:

- Resolution 16-2016
- Proposal Costs Spreadsheets
- Draft Contract

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

City of Colfax
City Council

Resolution № 16-2015

APPROVING CONTRACT WITH COUNTY OF PLACER, OFFICE OF SHERIFF-CORONER-MARSHAL FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEAR JULY 1, 2015 – JUNE 30, 2016

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

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

WHEREAS, the City Council has determined that it is in the best interests of the City to approve a Contract with Placer County to continue providing law enforcement services,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:
The Mayor and City Manager are hereby authorized to:

1. Execute on behalf of the City, an Agreement for Law Enforcement Services between the County of Placer Office of Sheriff-Coroner-Marshal for fiscal year 2015-2016 in the amount of _____,
2. Appropriate, encumber and expend all funds required of it under said Agreement,
3. Execute all other documents necessary to implement that Agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of May, 2015 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:

_____
Kim A Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

PLACER COUNTY SHERIFF'S OFFICE
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2015/2016

CURRENT SVC. LEVEL

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2014-2015 Hrly Rate	2015-2016 Hrly Rate	2014-2015 Cost	2015-2016 Cost	Increase/ Decrease
0.5	Sergeant	Regular Pay	2080	1040	96.18	96.56	$ 100,023	$ 100,427	$ 404
0.5	Sergeant	Overtime	120	60	89.90	91.09	$ 5,394	$ 5,465	$ 71
0.5	Sergeant	Holiday Overtime	48	24	121.13	122.28	$ 2,907	$ 2,935	$ 28
2.25	Deputy II	Regular Pay	2080	4294	82.00	82.24	$ 352,104	$ 353,140	$ 1,036
2.25	Deputy II	Overtime	127	285.75	74.09	75.05	$ 21,170	$ 21,446	$ 276
2.25	Deputy II	Holiday Overtime	48	108	99.83	100.75	$ 10,781	$ 10,881	$ 100
0.1	Detective (Deputy II)	Regular Pay	2080	208	80.03	80.34	$ 16,645	$ 16,710	$ 65
0.1	Detective (Deputy II)	Overtime	127	12.7	71.41	72.34	$ 907	$ 919	$ 12
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	96.22	97.11	$ 462	$ 466	$ 4
Total Personnel Costs							**$ 510,394**	**$ 512,391**	**$ 1,997**

OTHER COSTS:

Item	Description	2014-2015 Cost	2015-2016 Cost	Increase/ Decrease
Communication	Telecomm System Access and Radio Costs	$ 13,475	$ 15,274	$ 1,799
Direct Administrative Support	Dispatch and Administrative Operations	$ 29,123	$ 29,389	$ 265
Equipment & Supplies	Equipment & Supplies	$ 10,000	$ 10,000	$ -
Training	Based on Routine Annual Training	$ 7,125	$ 7,125	$ -
Vehicle Expenses	1.5 vehicles	$ 33,372	$ 34,141	$ 769
Total Other Costs		**$ 93,095**	**$ 95,928**	**$ 2,833**

Total Contract Costs	**$ 603,490**	**$ 608,319**	**$ 4,829**

Total Contract Change	**0.80%**
15-16 Base Quarterly Payments	**$ 152,079.75**

**Decreased total Deputy billable hours by 386 starting 14/15.*

PLACER COUNTY SHERIFF'S OFFICE
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2015/2016 VERSION 2

Previous Service Level

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2014-2015 Hrly Rate	2015-2016 Hrly Rate	2014-2015 Cost	2015-2016 Cost	Increase/ Decrease
0.5	Sergeant	Regular Pay	2080	1040	96.18	96.56	$ 100,023	$ 100,427	$ 404
0.5	Sergeant	Overtime	120	60	89.90	91.09	$ 5,394	$ 5,465	$ 71
0.5	Sergeant	Holiday Overtime	48	24	121.13	122.28	$ 2,907	$ 2,935	$ 28
2.25	Deputy II	Regular Pay	2080	4680	82.00	82.24	$ 352,104	$ 384,885	$ 32,781
2.25	Deputy II	Overtime	127	285.75	74.09	75.05	$ 21,170	$ 21,446	$ 276
2.25	Deputy II	Holiday Overtime	48	108	99.83	100.75	$ 10,781	$ 10,881	$ 100
0.1	Detective (Deputy II)	Regular Pay	2080	208	80.03	80.34	$ 16,645	$ 16,710	$ 65
0.1	Detective (Deputy II)	Overtime	127	12.7	71.41	72.34	$ 907	$ 919	$ 12
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	96.22	97.11	$ 462	$ 466	$ 4
Total Personnel Costs							**$ 510,394**	**$ 544,136**	**$ 33,742**

OTHER COSTS:

Item	Description	2014-2015 Cost	2015-2016 Cost	Increase/ Decrease
Communication	Telecomm System Access and Radio Costs	$ 13,475	$ 15,274	$ 1,799
Direct Administrative Support	Dispatch and Administrative Operations	$ 29,123	$ 29,389	$ 265
Equipment & Supplies	Equipment & Supplies	$ 10,000	$ 10,000	$ -
Training	Based on Routine Annual Training	$ 7,125	$ 7,125	$ -
Vehicle Expenses	1.5 vehicles	$ 33,372	$ 34,141	$ 769
Total Other Costs		**$ 93,095**	**$ 95,928**	**$ 2,833**

Total Contract Costs	**$ 603,490**	**$ 640,064**	**$ 36,574**

Total Contract Change	**6.06%**
15-16 Base Quarterly Payments	**$ 160,015.96**

**Decreased total Deputy billable hours by 386 in 14/15. Returned to normal in 15/16*

PLACER COUNTY SHERIFF'S OFFICE
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2015/2016 WITH 5 YEAR PROJECTION

5 YEAR FUTURE

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units	2015-2016 Hrly Rate	2015-2016 Cost	2016-2017 Projection	2017-2018 Projection	2018-2019 Projection	2019-2020 Projection	2020-2021 Projection
0.5	Sergeant	Regular Pay	2080	1040	96.56	$ 100,427	$ 103,440	$ 106,544	$ 109,740	$ 113,032	$ 116,423
0.5	Sergeant	Overtime	120	60	91.09	$ 5,465	$ 5,629	$ 5,798	$ 5,972	$ 6,151	$ 6,336
0.5	Sergeant	Holiday Overtime	48	24	122.28	$ 2,935	$ 3,023	$ 3,114	$ 3,207	$ 3,303	$ 3,402
2.25	Deputy II	Regular Pay	2080	4680	82.24	$ 384,885	$ 396,432	$ 408,325	$ 420,575	$ 433,192	$ 446,188
2.25	Deputy II	Overtime	127	285.75	75.05	$ 21,446	$ 22,090	$ 22,752	$ 23,435	$ 24,138	$ 24,862
2.25	Deputy II	Holiday Overtime	48	108	100.75	$ 10,881	$ 11,208	$ 11,544	$ 11,890	$ 12,247	$ 12,614
0.1	Detective (Deputy II)	Regular Pay	2080	208	80.34	$ 16,710	$ 17,212	$ 17,728	$ 18,260	$ 18,808	$ 19,372
0.1	Detective (Deputy II)	Overtime	127	12.7	72.34	$ 919	$ 946	$ 975	$ 1,004	$ 1,034	$ 1,065
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	97.11	$ 466	$ 480	$ 495	$ 509	$ 525	$ 540
Total Personnel Costs						**$ 544,136**	**$ 560,460**	**$ 577,274**	**$ 594,592**	**$ 612,430**	**$ 630,803**

OTHER COSTS:

Item	Description	2015-2016 Cost	2016-2017 Projection	2017-2018 Projection	2018-2019 Projection	2019-2020 Projection	2020-2021 Projection
Communication	Telecomm System Access and Radio Costs	$ 15,274	$ 15,732	$ 16,204	$ 16,690	$ 17,191	$ 17,706
Direct Administrative Support	Dispatch and Administrative Operations	$ 29,389	$ 30,270	$ 31,178	$ 32,114	$ 33,077	$ 34,069
Equipment & Supplies	Equipment & Supplies	$ 10,000	$ 10,300	$ 10,609	$ 10,927	$ 11,255	$ 11,593
Training	Based on Routine Annual Training	$ 7,125	$ 7,339	$ 7,559	$ 7,786	$ 8,019	$ 8,260
Vehicle Expenses	1.5 vehicles	$ 34,141	$ 35,165	$ 36,220	$ 37,307	$ 38,426	$ 39,579
Total Other Costs		**$ 95,928**	**$ 98,806**	**$ 101,770**	**$ 104,823**	**$ 107,968**	**$ 111,207**

Total Contract Costs	**$ 640,064**	**$ 659,266**	**$ 679,044**	**$ 699,415**	**$ 720,397**	**$ 742,009**

Projections use an overall 3% Increase per year

BEGINS: July 1, 2015 CONTRACT NO. _____

ENDS: June 30, 2018

DRAFT

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Sheriff-Coroner-Marshal's Office and City of Colfax

THIS AGREEMENT is made as of the 1st day of July, 2015, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshall, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF COLFAX, a municipal corporation, herein referred to as "CITY".

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2015, for a period of three years, expiring on June 30, 2018, unless terminated as provided herein.

2. **TERMINATION:** Terms and conditions specifying the level of service and the amounts of payment for services are set out in this agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.

3. **DUTIES OF COUNTY:**

   A. **COUNTY** shall provide law enforcement services as defined herein within the jurisdiction of the **CITY**. For this purpose, law enforcement services means services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.

   B. **COUNTY** shall provide and supervise all personnel, furnish all equipment, and except as hereafter provided those supplies necessary to perform its duties under this agreement. **CITY** shall provide all supplies bearing the name of, or relating specifically to the **CITY**, such as stationary, forms, and notices. For **CITY** specific specialized programs, including radar speed enforcement, the **CITY** shall purchase and maintain the required equipment.

   C. **COUNTY** alone shall control and determine the performance of County personnel servicing under this agreement, including, but not limited to the standards of personnel performance and discipline.

   D. **COUNTY** shall provide **CITY** with annual reports and statistics regarding the services performed by it under this agreement, such report to be in a form mutually agreed upon by **CITY** and the Sheriff of **COUNTY.**

   E. **COUNTY** shall give **CITY** the full cooperation and assistance of its officers, agents, and employees.

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4. **DUTIES OF CITY:**

A. **CITY** shall designate the Sheriff of **COUNTY** as Chief of Police for **CITY** during the term of this contract. (The Sheriff will designate a liaison office to work closely with the **CITY**).

B. **CITY** shall give **COUNTY** the full cooperation and assistance of its officers, agents and employees. The **CITY** Manager and other persons designated by the **CITY** Council shall coordinate with the Sheriff in all activities by or relating to this contract.

5. **STATUS OF PERSONNEL UTILIZED:**

A. **COUNTY** shall utilize County personnel to perform its duties under the terms of this contract. They shall not have, nor acquire, any **CITY** pension, or civil service or other benefits or rights which **CITY** may confer upon **CITY** employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of **CITY**.

CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any **COUNTY** personnel performing duties under this contract. **CITY** shall not be liable for compensation or indemnity to any **COUNTY** personnel for injury or sickness arising out of the performance of their duties under this agreement.

6. **PAYMENT FOR SERVICES:** **CITY** shall pay **COUNTY** the cost of performing law enforcement services provided in this agreement. The cost of performing such services includes, but is not limited to, standard salaries of employees engaged in performing the services, a proration of vacation, sick leave and other related/scheduled absences earned during such services, the expense of the **COUNTY'S** normal benefit contributions including Retirement and Worker's Compensation Insurance premiums on salaries, liability insurance, and **COUNTY'S** "Other Costs" as identified in Exhibit A. The cost of performing such services shall not include items of expense attributable to costs that **COUNTY** would incur regardless of whether or not it provided the service to **CITY** under this agreement.

The cost of performing law enforcement services for the year beginning July 1, 2015 through June 30, 2018, both dates inclusive, will be initially agreed to in the amount of $608,319 (SIX HUNDRED EIGHT THOUSAND, THREE HUNDRED NINTEEN DOLLARS) as per Exhibit A. This sum shall be paid in four quarterly payments of $152,080 (ONE HUNDRED FIFTY TWO THOUSAND, EIGHTY DOLLARS) to be paid on October 1, 2015, January 1, 2016, April 1, 2016, and June 30, 2016. The **COUNTY** will provide amendments adjusting salaries, liability insurance, vehicle rates and Cost of Living to the **CITY** each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

7. **LEVEL OF SERVICE:** For the term of this contract beginning July 1, 2015, and ending June 30, 2018, both dates inclusive, **COUNTY** shall provide routine patrol and related services for the **CITY** on a 24-hour per day basis within **CITY** boundaries.

TBD

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Additional services associated with special events within the **CITY** boundaries may incur additional cost. **COUNTY** and **CITY** shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the **CITY's** General Fund financial condition substantially changes, both **PARTIES** agree to meet and re-evaluate the agreement and service levels provided herein.

8. **INDEMNIFICATION:** Except as hereinafter provided, **COUNTY** shall indemnify and hold harmless **CITY**, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by **COUNTY'S** performance of services under this contract. **COUNTY** shall defend on behalf of **CITY**, at **COUNTY'S** sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards or settlements in any such actions or proceedings. Neither **COUNTY** nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by **CITY** under or in connection with this agreement. **CITY** shall defend, indemnify and hold harmless **COUNTY** from liability from such actions or omissions.

9. **FINE, FORFEITURES:**

A. Except as provided in subparagraph "B" below, **CITY** shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.

B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.

10. **CITY FACILITIES:**

A. The **CITY** will provide the **COUNTY** adequate office space for law enforcement related needs as agreed upon by the **CITY** and the Sheriff.

B. **CITY** will provide adequate lighting of the parking area in front of the ~~City Hall~~ Substation where patrol unit(s) will be parked.

C. **CITY** will pay for all normal utility services for such space including telephone services consisting of at least two phone lines (excluding any long distance phone calls)

D. **CITY** will also pay for custodial/maintenance service to the office space they provide to the **COUNTY.**

DRAFT

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

CITY OF COLFAX, "CITY"

BY:_____
MAYOR, CITY COUNCIL

BY:_____
PLACER COUNTY SHERIFF

COUNTY OF PLACER, "COUNTY"

BY: _____
CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM

BY:_____
CITY ATTORNEY

APPROVED AS TO FORM

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

DRAFT

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 13, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: May 6, 2015
SUBJECT: Dingus McGee Abatement and Agreement for Sewer Connection and Fee Credit Continuance

X	N/A		FUNDED		UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A

RECOMMENDED ACTION: Discuss and Approve Resolution No. 17-2015 Confirming an Understanding Regarding the Sewer Impact Fees and City Development Mitigation Fees for the Property at 2121 South Auburn Street.

BACKGROUND AND ANALYSIS:

Several properties within the City limits stand vacant and/or are in need of major repair. As they stand in violation of Colfax Municipal Code, Council directed staff to send letters to property owners giving 15 days to respond regarding a plan for abatement. The owners of the abandoned Dingus McGee restaurant at 2121 S Auburn Street have responded and agreed to abate the nuisance by demolishing the building, which is an acceptable solution for abatement. In consideration of the owner's abatement, and as incentive to rebuild in a timely manner, staff recommends approving an agreement with the property owners to continue City sewer connection and fee credits for the property. Credit would only continue under the condition that a building be reconstructed on the site within five years. Attached is draft wording for the potential agreement.

ATTACHMENTS:
- Resolution 17-2015
- Draft Agreement
- Abatement Letter

City of Colfax
City Council

Resolution № 17-2015

CONFIRMING AN UNDERSTANDING REGARDING THE SEWER IMPACT FEES AND CITY DEVELOPMENT MITIGATION FEES FOR THE PROPERTY AT 2121 SOUTH AUBURN STREET

Whereas, property owners are required to abate the public nuisance created by structures that violate the Colfax Municipal Code; and,

Whereas, the City of Colfax requested that the owners of 2121 South Auburn Street abate the abandoned building on that location in a letter dated February 19, 2015; and

Whereas, the property owners have agreed to abate the property through demolition of the building; and,

Whereas, the property owners have requested that the City waive impact fees for sewer connection and City development impact fees if a new comparable building is constructed; and,

Whereas, it is in the City's best interest to abate the current building and provide an incentive to rebuild within five years;

Now Therefore, Be It Resolved by the City Council of the City of Colfax that in exchange for demolishing the building at 2121 South Auburn Street no later than August 31, 2015 the City has agreed that for the construction of a new commercial building on the same land within five years of the date that the City issues a demolition permit, the owner will not be charged a sewer impact fee for the first six equivalent dwelling units (EDUs) applicable to the new building, nor City development impact mitigation fees representing the current building square footage and its use. This applies to City of Colfax fees only, other agency fees are outside the City's authority.

Passed and Adopted this 13th day of May by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CITY of COLFAX
CALIFORNIA
CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

DRAFT

May 14, 2015

William Jay Park

Regarding: 1221 S Auburn Street Colfax, CA 95713

Thank you for your response to the City's public nuisance concerns. This will confirm our understanding regarding the sewer impact fee and City development impact mitigation fees representing the current building square footage for the above – referenced premises. You have agreed to abate the public nuisance memorialized in the City's letter dated February 19, 2015, by demolishing the building on the premises no later than August 31, 2015. In exchange, the City has agreed that if you timely demolish the building and construct a new commercial building on the same land within five years of the date that the City issues a demolition permit, you will not have to pay a sewer impact fee for the first six equivalent dwelling units (EDUs) applicable to the new building, nor City development impact mitigation fees representing the current building square footage and its use. This applies to City of Colfax fees only, other agency fees are outside the City's authority.

Please indicate your agreement to these terms by signing where indicated below. I will present this matter to the City Council for approval upon receipt of your signature.

Regards,

Mark Miller
City of Colfax City Manager

_____ _____
William Jay Park, Owner Date

DRAFT

CITY of COLFAX
CALIFORNIA
CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

February 19, 2015

William Jay Park

RE: Abatement Request 2121 S. Auburn Street, Colfax, CA 95713

The City of Colfax has received a number of complaints regarding the state of your building and its overall impact on public health and welfare. Property owners are required to abate the public nuisance created by structures that violate the Colfax Municipal Code.

The old restaurant building located at 2121 S Auburn Street is not in compliance with the Colfax Municipal Code in the following respects:

1. It is a building which is abandoned, boarded up, partially destroyed or left in a state of partial construction in violation of Colfax Municipal Code §8.16.030M.
2. The paint on the building exterior, which is visible from a public street, is mostly worn off or not in compliance with the general plan design element or established design guidelines. This is a violation of Colfax Municipal Code §8.16.030J.
3. It constitutes an attractive nuisance dangerous to children and visible from a public street. It is also attractive to transients that have frequently utilized the premises as temporary living quarters. This is a violation of Colfax Municipal Code §8.16.030E.
4. It constitutes a structure or condition which is a hazard to public health, safety or welfare. This is a violation of Colfax Municipal Code §8.16.020.
5. It constitutes a Dangerous Building as defined by Section 302 of the Uniform Code for the Abatement of Dangerous Buildings which is incorporated into Colfax Municipal Code §15.04.080.
6. It is an attractive nuisance with extensive graffiti on the building.

These nuisance conditions need to be remedied so the structure can be brought into compliance and become an asset to the community instead of a detriment. The City would like to work with you to develop a plan and schedule for abating these nuisance conditions. Please contact the City Code Enforcement Officer Gabe Armstrong, or City Manager Mark Miller, within 15 days of the date of this letter so that process can begin.

Thank you in advance for your cooperation.

Gabe Armstrong
Community Services Director#