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
June 24, 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) PRESENTATION

2A. **Presentation: July 3rd Event update – Frank Klein, Colfax Chamber of Commerce President**

3) 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.
RECOMMENDED ACTION: Approve Consent Calendar

3A. **Minutes City Council Meeting of June 10, 2015**
Recommendation: Approve the Minutes of the Regular Meeting of June 10, 2015.

3B. **Adopt Resolution for Annual Sewer Impact Fee Increase**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution 24-2015 Approving the Annual Sewer Impact Fee Increase effective July 1, 2015.

4) COUNCIL, STAFF AND OTHER REPORTS

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

4A. **Committee Reports and Colfax Informational Items - All Councilmembers**

4B. **City Operations Update – City staff**

4C. **Additional Reports – Agency partners**

5) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject jurisdiction of the City Council 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.

6) COUNCIL BUSINESS

6A. **Award Construction Contract for the UPRR Ped Xing and Bike Path Improvement, Project No. 12-01.02**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Resolution No. 25-2015 Authorizing the City Manager to Execute a Construction Contract with Central Valley Engineering and Asphalt, Inc..

6B. **Work Order to 4Leaf for Construction Management and Inspection Services for the UPRR Ped Xing and Bike Path Improvement Project**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution No. 26-2015 Authorizing a Work Order for Construction Management and Inspection Services for the UPRR Ped Xing and Bike Path Improvement Project with 4Leaf, Inc. in an amount not to exceed $50,000.

6C. **Voting Delegate for October 2nd League of California Cities Conference**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and appoint delegate and alternate as appropriate.

6D. **RGS Consultant Contract for Planning Services**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution 27-2015 authorizing the City Manager to enter into a Consulting Services Agreement for Planning Services on behalf of the City with RGS, in the amount not to exceed $85,500.

6E. **Update on City Hall Staff Recruitments**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Information only, no action required.

7) 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, June 10, 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 Tricia Caspers-Ross, reporter for the Colfax Record.

1B. **Roll Call:**
Councilmembers present: Delfino, Douglass, Harvey, Hesch, and Parnham

1C. **Approval of Agenda:**
On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council approved the agenda.
AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

2 CONSENT CALENDAR

2A. **Minutes City Council Meeting of May 27, 2015**
Recommendation: Approve the Minutes of the Regular Meeting of May 27, 2015.

2B. **Delinquent Garbage Collection: Confirming the Report of Delinquent Waste 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.**
Recommendation: Adopt Resolution No. 21-2015

Councilmember Delfino pulled Item 2B for clarification concerning the approximate number of delinquent accounts. Finance Director Laurie Van Groningen explained the number is approximate because as accounts are paid in full they are removed from the delinquent accounts list. New accounts will not be added.

On a motion by Mayor Pro Tem Parnham, seconded by Councilmember Delfino, the City Council approved the Consent Calendar.
AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

3 COUNCIL, STAFF AND OTHER REPORTS

3A. **Committee Reports and Informational Items – All Council Members**

Mayor Douglass

- Attended the elementary and high school graduations. He was proud to represent the City at each event. Ninety percent of Colfax HS graduates go on to higher education.

- Attended the Bianchini Trust meeting. Funds will soon be released to make improvements to the Sierra Vista Community Center

Councilmember Harvey

- Nothing to report.

Councilmember Hesch

- Reported that the exterior of the Caboose is 90% restored. He will request funding from the Lioness to fill the slight shortfall for completion of the interior. The Caboose will be finished by Railroad Days in September.
- Planning for Railroad Days is well underway. As with all events of this kind funding and volunteers are needed. If interested, please volunteer.
- Will attend the Placer County Transportation Planning Agency Board meeting tomorrow and will also chair the Air Quality Control Board meeting tomorrow

Mayor Pro Tem Parnham

- Reminded everyone that this will be a bad year for West Nile Virus and encouraged the public to report found dead birds. Reports of dead birds are used to track the spread of the virus. Spraying will begin soon.

Councilmember Delfino

- Suggested that Councilmember Hesch consider an "Adopt-a-Slat" program as a fundraiser for the caboose and offered to donate plaques to recognize the donors.
- Reminded everyone that the Mosquito Abatement District will deliver mosquito fish free of charge to abate mosquitos in standing water.
- Attended Graduation to give awards from Kiwanis.

3B**.** **Operations Updates – City Staff**

City Manager Miller

- Bids will be open on June 18th at 2PM for the Railroad Crossing Project.
- Dollar General construction will begin with grading this week. Dollar General confirmed that they will be using local contractor Hansen Bros for excavation and paving.
- The City received 2 applications for new commercial buildings and several remodels recently.
- Caltrans will begin work on the long awaited STAA truck route improvements at Highway 80.
- The Art Walk will be Friday June 12th beginning at 4:00PM.
- The free E-waste event will be Saturday June 13th from 9AM to 1PM at the Passenger Depot parking lot.
- The League of California Cities Annual Meeting will be held September 30th to October 2nd in San Jose. Let staff know if you are interested in attending.

Councilmember Delfino requested a one page summary of the qualifications for the top candidates for the planning position.

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

Chris Nave, California Highway Patrol (CHP) Public Information Officer

- Sober Grad Night went well with an 80% turn out from the graduating class.
- CHP removed a large Homeless Camp near the highway which was recently discovered during a CalFire inspection.
- Please attend the Coffee with a Cop event on June 24th from 7AM to 11AM at the Starbucks in Colfax. CHP and Sheriff Officers will be available to answer questions and get to know the citizens. KCRA and the Colfax Record have been invited to cover the event.

Mayor Pro Tem Parnham suggested that the City advertise the event on the website.

Ty Conners, Placer County Sheriff Station Commander, Colfax

- Reported that the recent Honor Guard events in Sacramento and Washington DC were quite moving.
- Officer Andrew Buchanan is once again stationed in Colfax.
- The Sheriff's building is still a work in progress. The Colfax High School woodworking class has been commissioned to create a conference table. Sergeant Conners plans to bring a proposal to Council for installation of one-way window decals printed with historic Colfax images which will serve as privacy screens and protect volunteers inside the building.
- He thanked Foxey McCleary for donating some of her family artifacts of former Colfax constables to display in the office.
- A new detective, Scott Alford, has been assigned to Colfax. He would like to make a presentation to Council regarding safe and smart home security practices.

Frank Klein, Colfax Chamber of Commerce President

- Invited all to a fundraising event to raise funds for July 3rd. The fundraiser will feature beer, wine, baked goods and a few vendors, and will be held at the Depot on June 13.
- A planning meeting will be held for the July 3rd Event on June 16th at the Chamber.
- The Chamber Board has invited local service clubs to the next board meeting on June 18th to work on creating an all-inclusive events calendar to assist everyone in supporting Colfax events.
- The next Chamber Mixer will be at Sierra Self Storage on June 25th from 5:30PM-7:30PM.
- Several business people have commented that they do not want to start businesses downtown because of the perception sewer rates are higher for businesses. He requested that the City squelch that rumor.

City Manager Miller stated that the sewer rates are based on the measure of an Equivalent Dwelling Unit (EDU) usage. All businesses are charged according to the EDU that is assigned by an engineered scale which is based on use and square footage. There is no separate rate for downtown businesses. Councilmember Hesch assured Mr. Klein that this is standard practice for city operations in other jurisdictions.

4 PUBLIC COMMENT

Jennifer Williams-Orozco, 309 S. Auburn Street:

- Inquired when the Splash Park would be open for the summer.

City Manager Miller responded that with the current statewide historic drought, the City cannot open the Splash Park. The water is not recycled and simply runs down the drain. Adding the filters and equipment to recycle the water was not financially prudent when the facility was built.

- Asked that Council consider a free family movie night at the ballpark.

Council supports the idea but cautioned that the sponsor would need liability insurance.

Jeannie Claxton, 285 Alpine Way:

- Informed Council that summer rain in Colfax brought the media to broadcast a segment filmed at the Depot on the evening news.
- Expressed disappointment that the Splash Park was not built to recycle water.
- Complimented Project Go for their help with PG&E bills for low income families and the great customer service they provide in filling out the necessary forms.
- Suggested that the City install a shade structure over the swings at the ballpark as they sit in the sun and are too hot for children to use.

Foxey McCleary, 127 Sanders Lane:

- Provided details about the Chocolate, Wine, and Art Indulgence sponsored by the VFW and the SVCC slated for June 27th. Tickets are $20.

Joyce Cox, 213 Alpine Way

- Requested that Council drive down her street which is in a state of great disrepair. Alpine Way services 9 homes and an industrial complex.

Rita Dolphin, 54 Quinns Lane

- Announced Open Auditions at the Colfax Theater for a talent show. Auditions will be June 16th.

Chris Nave, Sierra Foothill Little League President

- Announced that the Little League Tournament of Champions is returning to Colfax. He requested that City staff mow the lawn an extra time during the tournament. He invited all to come out to enjoy the games which will begin on Saturday, June 13th at 9:00AM and continue through June 26th.

Ty Conners

- Congratulated the Colfax High School art club for earning the Best Junior Team award at a recent competition.

5 PUBLIC HEARING

5A. **Second Reading of Ordinance No. 526: An Ordinance Of The City Of Colfax Authorizing Collection Of Delinquent Sewer Service Charges On The Placer County Secured and Unsecured Tax Roll For Fiscal Year 2015-2016 delinquent sewer charges and Consideration of Adoption of Resolution No. 22-2015: Requesting Collection Of Sewer Service Charges On The Placer County Tax Roll For Tax Year 2015-2016.**

Staff Presentation: Laurie Van Groningen, Finance Director

Recommended Action: Consider Public and Staff Comments and Adopt Ordinance No. 526 and Waive Reading of the Entire Ordinance and Read by Title Only; to become effective in 30 days and Adopt Resolution No. 22-2015.

City Manager Miller explained that at this 2nd reading there is no new information. Some of the delinquencies have been cleared.

Mayor Douglass opened the hearing.

Council had no comments.

Frank Klein asked who was included on the delinquency list and how often this process happens.

Finance Director Laurie Van Groningen replied only those in default more than 60 days when the process begins are added to the tax roll and only at the end of the fiscal year. Councilmember Hesch noted that approximately $75,000 was delinquent and this is consistent with other communities.

Mayor Douglass closed the hearing.

On a motion by Councilmember Delfino, seconded by Mayor Pro Tem Parnham the City Council approved Ordinance 526 and the corresponding resolution, Resolution 22-2015.

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

6 COUNCIL BUSINESS

6A. **Review of Adopted Budget 2015-2016**

STAFF PRESENTATION: Mark Miller, City Manager and Laurie Van Groningen, Finance Director

RECOMMENDATIONS: Adopt Resolution 23-2015 accepting amendments to Adopted Budget.

City Manager Miller explained some of the highlights of the budget report, namely that revenues are $165,000 higher than expected and staff is recommending a few adjustments which will net an $11,000 increase on the expense side. Finance Director Laurie Van Groningen cautioned Council not to get too exuberant about the increased revenue as the City is highly dependent on sales tax revenue which is volatile. With 59% of revenues coming from sales tax, the City is very vulnerable to income fluctuations.

Councilmember Hesch remarked that the budget improvement is a reflection of good solid decisions made by staff and Council. Councilmember Harvey stated that he would like to see funds from the former I-80 Corridor project earmarked for updating the Traffic Study portion of the General Plan. City Manager Miller agreed that this would be a good use of funds. Councilmember Delfino expressed concerns that the Animal Control

Contract has a clause allowing for an increase without stating the amount. City Manager Miller reminded him that the contract can be cancelled with a 30 day notice.
There were no public comments.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Parnham the City Council adopted Resolution 23-2015.
AYES: Delfino, Douglass, Hesch, Parnham
NOES: Harvey

6B. **Sewer Service Fees for Fiscal Year 2015-2016**
STAFF PRESENTATION: Mark Miller, City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATIONS: Accept and File Sewer Service Fees for Fiscal Year 2015-2016

City Manager Miller stated that this is an information item. The Sewer Service Fees were approved several years ago based on the Consumer Price Index and the state requirement to keep a sewer fund reserve. The scheduled price increase begins July 1st. Councilmember Harvey commented that the restructuring of the loan by the previous City Manager has reduced the length of the loan, and the interest rate significantly.

8 ADJOURNMENT

Councilmember Hesch moved and Councilmember Delfino seconded the motion to adjourn the meeting. Mayor Douglass adjourned the meeting at 8:21 PM stating that the 10th session of the 53rd Council of the City of Colfax is now closed.

Respectfully submitted to City Council this 24th day of June 2015.

Lorraine Cassidy

City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 24, 2015 COUNCIL MEETING

FROM: Mark Miller ,City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Adopt Resolution for Annual Sewer Impact Fee Increase.

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

RECOMMENDED ACTION: Adopt Resolution 24-2015 Approving the Annual Sewer Impact Fee Increase effective July 1, 2015

ISSUE STATEMENT AND DISCUSSION: On July 1, 2014, the sewer impact base fee was increased by the City Engineer to $7,900.00. Municipal Code Section 13.08.100.A allows for an "Annual Construction Cost Adjustment" by the City Engineer. The section specifically states,

> "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 adjusted amount shall be published in the city fee schedule."

The May ENR annual construction cost index increase for the Bay Area in 2015 was 2.4%. Based on the 2014 base sewer impact fee of $7,900.00, the July 1, 2015 sewer impact fee increase would be $8,090.00.

New sewer connections are assessed a sewer connection fee based upon the Equivalent Dwelling Unit (EDU) sewer usage calculated based on Municipal Code Section 13.08.090. The sewer connection fee is a multiple of the base sewer impact fee and the EDU. Staff recommends that Council adopt the attached Resolution adjusting the base sewer impact fee to $8,090.00. The fee increase was rounded to the nearest ten dollars for simplicity.

FINANCIAL AND/OR POLICY IMPLICATIONS: The City will receive an increase in new connection fees; however, because the number of future new connections cannot be estimated, the fiscal impact is unknown.

SUPPORTING DOCUMENTS:

Resolution 24-2015

City of Colfax
City Council

Resolution № 24-2015

APPROVING THE ANNUAL SEWER IMPACT FEE INCREASE EFFECTIVE JULY 1, 2015

Whereas, the City's Municipal Code Section 13.08.100 Subsection A permits the sewer impact fee to be adjusted annually on July 1st by the San Francisco Bay Area construction cost index (CCI), as published in the May Engineering News-Record (ENR); and

Whereas, the sewer impact fee was last adjusted by the City Engineer on July 1, 2014 to $7,900.00; and,

Whereas, the ENR CCI annual escalation for May 2015 for the San Francisco Bay Area was +2.4%.

Now Therefore, Be It Resolved that the City Council of the City of Colfax hereby adjusts the City of Colfax's base sewer impact fee as defined in the Municipal Code, Section 13.08.090, to Eight Thousand Ninety Dollars ($8,090.00).

Passed and Adopted this 24th day of June, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 24, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Award Construction Contract for the UPRR Ped Xing and Bike Path Improvement, Project No. 12-01.02

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $243,000**	**FROM FUND: Fed RSTP, State PTMISEA, Local RSTP Exchange**

RECOMMENDED ACTION: Staff recommends the City Council adopt Resolution No. 25-2015 Authorizing the City Manager to Execute a Construction Contract for the UPRR Ped Xing And Bike Path Improvement Project With Central Valley Engineering and Asphalt, Inc.

ISSUE STATEMENT AND DISCUSSION:

The project includes the grind and placement of asphalt pavement on Grass Valley from the Main Street Intersection to S. Auburn Street, construction of pedestrian and bike improvements across the railroad tracks, accessibility improvements, and relocation of UPRR Signals. The base bid involves the relocation of the railroad crossing guards and warning flashers by Union Pacific, construction of the pedestrian improvements, ADA ramps, and reconstruction and restriping of the roadway with traditional hot mix asphalt concrete. Five additive bid items include the removal of abandoned tracks under the roadway, placement of brick colored stamped asphalt crosswalks around the Main/Grass Valley intersection, placement of brick colored stamped concrete in the spaced between the new curb/gutter and the new sidewalk, upgrading of the hot mix asphalt in the base bid with rubberized hot mix asphalt concrete (RHMA), and additional cost to grind and pave the roadway on weekends to limit delays during school traffic hours. The RHMA is included as an additive bid item because, for an extra cost of about 20%, the material will perform better than regular asphalt. The project will result in a safer roadway for pedestrians, bicyclists and vehicles.

On February 25, 2015 Council approved the construction plans and specifications for the federally funded UPRR Pedestrian Xing and Bike Path Improvement Project. On March 26, 2015, the City received Caltrans authorization to advertise the project for bids. The contract documents were initially advertised on April 1, 2015 and bids were publicly opened and read on May 14th. Only one bid was received and exceeded the available funding; therefore, on May 27th Council rejected the bid and authorized Staff to re-advertise the project.

On May 28, 2015, the plans and revised specifications were advertised. Six bids were received on June 18th. The bid results are included with this staff report. The available construction funding, excluding contingency, is $223,000. The lowest bidder is calculated based on the summation of their base bid item prices plus each additive bid item in order from 1 to 5 that does not exceed the available funding. If the base bids from all bidders exceed the available funding, the project contingency of $20,000 should be considered to increase the available construction funding to $243,000.

Based on the above low bidder determination criteria, the lowest cost bidder is from Central Valley Engineering and Asphalt, Inc. The order of low to high bidder based on their base bid and additive bid prices is provided in the Bid Tabulation. Based on these facts, Staff recommends that Council award a contract to Central Valley Engineering and Asphalt, Inc. as the lowest, responsive and responsible bidder.

After considering the bid prices for the Additive Bid Items 1 thru 5, staff recommends awarding a contract to Central Valley Engineering and Asphalt, Inc. for the Base Bid Items only for an amount of $211,907.20. Staff further recommends that Council authorize construction expenditures up to $243,000 as a contingency.

FINANCIAL AND/OR POLICY IMPLICATIONS:
Council authorized a project construction budget of $243,000, including contingency, on February 25, 2015. The construction funding consists of federal RSTP, state PTMISEA, and local RSTP Rural Exchange.

SUPPORTING DOCUMENTS:
Resolution 25-2015
Bid Tabulation

City of Colfax
City Council

Resolution № 25-2015

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT WITH CENTRAL VALLEY ENGINEERING AND ASPHALT, INC.

WHEREAS, the Council of the City of Colfax, at the February 25, 2015 Council Meeting, authorized the advertisement for construction bids for the UPRR Ped Xing and Bike Path Improvement, City Project No. 12-01.02 and Federal Aid Project No. STPL-5187(007); and,

WHEREAS, 6 bids were received and opened on June 18, 2015; and,

WHEREAS, the basis of award is determined by the base bid items alone, or base bid plus any or all additive bid items 1A, 2A, 3A, 4A, and 5A in that order, up to and not exceeding the City's budget for construction of $223,000; and,

WHEREAS, using the aforementioned award determination, the lowest responsive and responsible bid was from Central Valley Engineering and Asphalt, Inc.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax Hereby Authorizes the City Manager to Execute a Construction Contract with Central Valley Engineering and Asphalt, Inc. in the Amount of $211,907.20 and Authorizes Construction Expenditure up to $243,000.

PASSED AND ADOPTED, this 24th day of June, 2015, by the City Council of the City of Colfax, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CITY OF COLFAX
GRASS VALLEY STREET ROAD REHAB PROJECT
BID TABULATION

Bid Opening: June 18, 2015

Engineer's Estimate: **Base Bid $210,000, Additive $42,000**
Basis of Bid $223,000

Name	Base Bid	Base Bid + Additives
CENTRAL VALLEY ENGINEERING & ASPHALT	$211,907.20	$310,491.65
SIMPSON & SIMPSON	$235,287.09	$319,808.09
LORANG BROTHER CONSTRUCITON	$278,805.00	$341,824.85
CUNNINGHAM EXCAVATING	$315,324.25	$480,618.25
WESTCON CONSTRUCTION	$354,355.00	$426,551.00
SIERRA SNOW REMOVAL	———	———

Low Bidder Subcontractors (Westcon Construction)

Contract Items 12 and 13	ABSL Construction
Contract Items 16-20	Sierra Traffic Markings
Contract Items 2A (Additive)	Cook Engineering

CITY OF COLFAX
UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT
BID RESULTS

Bid Opening: June 18, 2015

Engineer's Estimate Base Bid Items	**$210,000**
Additive Bid Items	**$42,000**
Base + Additive Bid Items	**$252,000**

				CENTRAL VALLEY		*SIMPSON & SIMPSON*		*LORANG BROTHERS*		*CUNNINGHAM EXCAVATING*		*WESTCON CONSTRUCTION*	
Item No.	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	*Mobilization*	1	LS	$ 3,000.00	$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 14,000.00	$ 14,000.00	$ 15,012.00	$ 15,012.00	$ 18,000.00	$ 18,000.00
2	*Railroad Right-of-Entry Permit and Insurance*	1	LS	$ 1,900.00	$ 1,900.00	$ 10,000.00	$ 10,000.00	$ 32,500.00	$ 32,500.00	$ 18,815.00	$ 18,815.00	$ 42,000.00	$ 42,000.00
2A	*Railroad Flagging Servics*	7	DAY	$ 1,430.00	$ 10,010.00		$ -	$ 1,430.00	$ 10,010.00	$ 1,430.00	$ 10,010.00		$ -
3	*Traffic Control*	1	LS	$ 6,500.00	$ 6,500.00	$ 13,000.00	$ 13,000.00	$ 25,000.00	$ 25,000.00	$ 16,456.25	$ 16,456.25	$ 18,000.00	$ 18,000.00
4	*Water Pollution Control Plan & Implementation*	1	LS	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 800.00	$ 800.00	$ 5,115.00	$ 5,115.00	$ 12,000.00	$ 12,000.00
5	*Construct Concrete Curb & Gutter*	280	LF	$ 71.00	$ 19,880.00	$ 78.52	$ 21,985.60	$ 61.70	$ 17,276.00	$ 71.60	$ 20,048.00	$ 120.00	$ 33,600.00
6	*Construct Concrete Sidewalk*	1300	SF	$ 13.60	$ 17,680.00	$ 17.66	$ 22,958.00	$ 12.50	$ 16,250.00	$ 13.91	$ 18,083.00	$ 20.00	$ 26,000.00
7	*Construct Comm Dwy (incl. Swk)*	800	SF	$ 20.40	$ 16,320.00	$ 19.80	$ 15,840.00	$ 17.80	$ 14,240.00	$ 21.95	$ 17,560.00	$ 25.00	$ 20,000.00
8	*Construct Type C Corner Ramp*	1	EA	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00	$ 6,450.00	$ 6,450.00	$ 5,235.00	$ 5,235.00	$ 7,000.00	$ 7,000.00
9	*Install ADA detectable warning surface (5'x3')*	15	EA	$ 250.00	$ 3,750.00	$ 500.00	$ 7,500.00	$ 505.00	$ 7,575.00	$ 539.00	$ 8,085.00	$ 400.00	$ 6,000.00
10	*Place and compact soil between CGS & Sidewalk*	1	LS	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 5,963.15	$ 5,963.15	$ 3,000.00	$ 3,000.00
11	*Construction Storm Drainage Facilities*	1	LS	$ 11,500.00	$ 11,500.00	$ 17,000.00	$ 17,000.00	$ 12,000.00	$ 12,000.00	$ 22,432.83	$ 22,432.83	$ 18,000.00	$ 18,000.00
12	*Road Dig-Out*	720	SF	$ 13.50	$ 9,720.00	$ 2.78	$ 2,001.60	$ 8.00	$ 5,760.00	$ 22.17	$ 15,962.40	$ 15.00	$ 10,800.00
13	*Asphalt Grinding*	15000	SF	$ 1.87	$ 28,050.00	$ 0.67	$ 10,050.00	$ 1.45	$ 21,750.00	$ 2.60	$ 39,000.00	$ 3.00	$ 45,000.00
14	*1/2" Type A PG 64-16 HMAC Leveling Course*	228	TON	$ 113.80	$ 25,946.40	$ 139.81	$ 31,876.68	$ 126.00	$ 28,728.00	$ 154.82	$ 35,298.96	$ 140.00	$ 31,920.00
15	*1/2" Type A PG 64-16 HMA Final Course*	341	TON	$ 113.80	$ 38,805.80	$ 139.81	$ 47,675.21	$ 126.00	$ 42,966.00	$ 124.26	$ 42,372.66	$ 135.00	$ 46,035.00
16	*Install Pedestrian Barrier*	1	LS	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ 10,000.00	$ 10,000.00	$ 3,615.00	$ 3,615.00	$ 8,000.00	$ 8,000.00
17	*Install Signs, Posts and Markers*	1	LS	$ 2,050.00	$ 2,050.00	$ 2,500.00	$ 2,500.00	$ 1,950.00	$ 1,950.00	$ 3,765.00	$ 3,765.00	$ 1,950.00	$ 1,950.00
18	*Lane and Legend Thermostriping*	1	LS	$ 6,600.00	$ 6,600.00	$ 6,500.00	$ 6,500.00	$ 8,300.00	$ 8,300.00	$ 8,115.00	$ 8,115.00	$ 6,300.00	$ 6,300.00
19	*4" Parking Stripes*	300	LF	$ 0.55	$ 165.00	$ 0.75	$ 225.00	$ 0.50	$ 150.00	$ 6.55	$ 1,965.00	$ 0.50	$ 150.00
20	*Curb Painting*	300	LF	$ 2.10	$ 630.00	$ 2.25	$ 675.00	$ 2.00	$ 600.00	$ 8.05	$ 2,415.00	$ 2.00	$ 600.00
TOTAL FOR BASE BID ITEMS:					**$ 211,907.20**		**$ 235,287.09**		**$ 278,805.00**		**$ 315,324.25**		**$ 354,355.00**
Additive Alternates													
1A	*Excavation & Dispose of Tracks (Sheet 3, Add Alt 2)*	1	LS	$ 17,000.00	$ 17,000.00	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ 14,700.00	$ 14,700.00	$ 23,350.00	$ 23,350.00
2A	*Install stamped colored asphalt crosswalk (Sheet 5, Add Alt 1)*	1783	SF	$ 7.56	$ 13,479.48	$ 7.00	$ 12,481.00	$ 6.95	$ 12,391.85	$ 21.00	$ 37,443.00	$ 7.00	$ 12,481.00
3A	*Place Stamped Concrete (Sheet 3, Add Alt. 1)*	1090	SF	$ 20.00	$ 21,800.00	$ 24.00	$ 26,160.00	$ 14.40	$ 15,696.00	$ 13.40	$ 14,606.00	$ 12.00	$ 13,080.00
4A	*Replace HMA Final Course with RHMA*	341	TON	$ 105.00	$ 35,805.00	$ 50.00	$ 17,050.00	$ 52.00	$ 17,732.00	$ 245.00	$ 83,545.00	$ 35.00	$ 11,935.00
5A	*Additional cost to grind and pave roadway on weekends*	1	LS	$ 10,500.00	$ 10,500.00	$ 16,900.00	$ 16,900.00	$ 7,200.00	$ 7,200.00	$ 15,000.00	$ 15,000.00	$ 11,350.00	$ 11,350.00
TOTAL FOR ADDITIVE ALTERNATE BID ITEMS:					**$ 98,584.48**		**$ 84,591.00**		**$ 63,019.85**		**$ 165,294.00**		**$ 72,196.00**
BASIS OF AWARD (BASE BID + ADDITIVE ITEMS)					**$ 310,491.68**		**$ 319,878.09**		**$ 341,824.85**		**$ 480,618.25**		**$ 426,551.00**

NOTE:
Bid details for Sierra Snow Removal are not provided due to inconsistencies with the bid schedule.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 24, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Work Order to 4Leaf for Construction Management and Inspection Services for the UPRR Ped Xing and Bike Path Improvement Project

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $50,000**	**FROM FUND: Fed RSTP, State PTMISEA, Local RSTP Exchange**

RECOMMENDED ACTION: Adopt Resolution No. 26-2015 Authorizing a Work Order for Construction Management and Inspection Services for the UPRR Ped Xing and Bike Path Improvement Project with 4Leaf, Inc. in an Amount not to Exceed $50,000.

ISSUE STATEMENT AND DISCUSSION:

On March 11, 2015, City Council, through Resolution 04-2015, authorized the City Manager to execute a Consulting Services Agreement with 4Leaf and Vali-Cooper & Associates for on-call construction management and inspection services. Staff solicited proposals from both consulting firms to provide CM services for the UPRR Ped Xing and Bike Path Improvement Project. Initially, 4Leaf and Vali-Cooper provided proposals with similar scopes of work in the amount of $59,088 and $92,020, respectively.

The approved budget for these services is $50,000. Staff revised 4Leaf's proposed scope of work and requested that 4Leaf submit a new cost proposal. This revised proposal is attached.

Staff recommends that Council authorize staff to prepare a work order in the amount not to exceed $50,000 for 4Leaf's services for the subject project.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Council authorized a Construction Management, Testing and Inspection budget of $50,000, including contingency, on February 25, 2015. Funding for these services is from federal RSTP, state PTMISEA, and local RSTP Rural Exchange.

SUPPORTING DOCUMENTS:

Resolution 26-2015
4Leaf scope and proposal for Construction Management Services for the UPRR Ped Xing and Bike Path Improvement Project

City of Colfax
City Council

Resolution № 26-2015

AUTHORIZING A WORK ORDER FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT WITH 4LEAF, INC. IN AN AMOUNT NOT TO EXCEED $50,000

WHEREAS, the City Council of the City of Colfax, through Resolution 04-2015, authorized the City Manager to execute a Consulting Services Agreement with 4Leaf for on-call construction management and inspection services; and,

WHEREAS, the approved budget for these services is $50,000; and,

WHEREAS, funding for these services is from federal RSTP, state PTMISEA, and local RSTP Rural Exchange.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes the City Manager to execute a work order for Construction Management and Inspection Services with 4Leaf, Inc. in an amount not to exceed $50,000.

PASSED AND ADOPTED, this 24th day of June, 2015, by the City Council of the City of Colfax, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

4LEAF, INC. • ENGINEERING • CONSTRUCTION MANAGEMENT • INSPECTION • PLAN CHECK

Date: 6/09/2015

SCOPE OF WORK
Construction Management Services
City of Colfax
UPRR Pedestrian Crossing and Bike Path Improvements

Scope of Services:

Pre-Construction Phase

- Become familiar with the project construction documents, including design plans, project implementation and construction contracts and schedules, and Caltrans guidelines
- Prepare Agenda for Pre-Construction Conference and distribute to all parties
- Conduct Pre-Construction Conference and prepare and distribute meeting minutes to all parties
- Establish procedures for receiving, logging and transmitting submittals, Requests for Information (RFI's) and Requests for Change (RFC's)
- Document Pre-Construction conditions with video and digital photographs
- Review utility work that is part of the contract and coordinate with utility companies/agencies
- Mobilize Construction Management team to project site

Construction Phase

- Verify Contractor has obtained all necessary permits prior to commencing work
- Verify Contractor has necessary traffic control devices and obtained approval and/or permit from the City prior to commencing work
- Provide prompt written resolution to issues, requests for information and/or clarification
- Assure that all submittals are reviewed and returned in a timely manner
- Review Contractor's construction schedule, request updates as appropriate and track delays or accelerations based on actual Contractor operations
- Prepare and process Change Orders and Finding of Fact for the City to execute
- Prepare process and recommend Pay Requests
- Receive and evaluate all Notices of Claims and make recommendations to Owner
- Provide accurate measured quantities and review Pay Estimates submitted by Contractor
- Review "As-Builts"
- Coordinate and schedule daily inspection
- Correspondence – review incoming letters, memos, etc. and respond where necessary on matters pertaining to the project
- Provide daily inspection and documentation of job related activities
- Monitor and document Contractor’s work for adherence to contract plans and specifications
- Prepare and maintain thorough daily inspection reports
- Coordinate schedules for testing and surveying
- Document information related to manpower, equipment, and time for extra or force account work
- Attend all necessary meetings
- Report all discrepancies requiring corrective actions to the construction manager and/or owner
- Meet with contractor to review proposed work and schedule inspection

4401 HAZEL AVE., SUITE 135 • FAIR OAKS, CA 95628 • PHONE (916) 965-0010 • FAX (916) 965-0013

4LEAF, INC. • ENGINEERING • CONSTRUCTION MANAGEMENT • INSPECTION • PLAN CHECK

Post-Construction Phase/Project Close-out

- Develop "Punch List" items and follow-up with corrective measures
- Coordinate and schedule Final Inspection with the City staff/contractor
- Create, monitor and verify completion of Punch List
- Prepare and recommend Final Payment Request
- Review As-Builts with Contractor and submit to the City
- Issue Notice of Substantial/Final Completion
- Transmit complete set of project files to the City

Schedule:

7/2015 – 9/2015 (Approximately)

Cost:

The estimated cost for the proposed services as detailed above will not exceed $50,000 without prior approval.

4401 HAZEL AVE., SUITE 135 • FAIR OAKS, CA 95628 • PHONE (916) 965-0010 • FAX (916) 965-0013

4LEAF, INC.

COST ESTIMATE

Construction Management and Inspection Services
for UPRR Ped Xing and Bike Path Improvements
City of Colfax
February 12, 2015

ANALYSIS BY TASK	CM James Damasco, PE	Construction Inspector Jim Lemire	Project Manager Jim McCarthy	P-I-C Bert Gross, PE	TOTALS
Rate	$138	$119	$148		
1 Pre-Construction/Project Management Plan/City Coordination					
Project set up					
Hours	24		2	8	
Cost	$3,312		$296		**$3,608**
2 Construction Phase					
Performance Period 45 calendar working days 6/2015 - 8/2015					
Straight time Hours	260		18	12	
Overtime Hours					
Cost	$35,880		$2,664		**$38,544**
3 Construction Completion and Closeout					
Assumptions:					
Final close-out and turn over to City *Hours*	32			8	
Cost	$4,416				**$4,416**
TOTAL HOURS	**316**		**20**	**28**	
TOTAL COST	**$43,608**		**$2,960**	**0**	**$46,568**
Miscellaneous Expense Allowance (Mileage, Overnight Delivery, Copying, etc.)					**$3,000**
					$49,568

Basis of Charges

- Work is subject to 4 hour minimum charges unless stated otherwise.
- Outside services will be marked up 10%.
- Our current rates are based on current prevailing rates. If the prevailing rate is adjusted our rates will be adjusted accordingly.
- Hours worked more than 8 hours per day, time worked on swing shifts, and time spent on Saturdays will be charged 1.5 times the the hourly billing rate. Work on Sundays and Holidays will be charged 2 times the hourly billing rate.
- Rates are in effect for duration of 2015. If contract is extended beyond 2015, rates are subject to a 3% annual escalation.

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures
2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 24, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Staff

SUBJECT: RGS Consultant Contract for Planning Services

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $85,500**	**FROM FUNDS: 100/120/236**

RECOMMENDED ACTION: Adopt Resolution 27-2015 authorizing the City Manager to enter into a Consulting Services Agreement for Planning Services on behalf of the City with RGS, in the amount not to exceed $85,500.

ISSUE STATEMENT AND DISCUSSION:

In order to efficiently facilitate the Planning Services for the City, City Staff solicited a Request for Proposals and part-time staff position applications for professional planners. The recruitment is timely, in that Colfax is seeing an increase in planning activity, including the current Dollar General project and two additional commercial applications. In response to advertisement for the planning position, the City received several applications and proposals. Interviews were conducted for the top 4 candidates and companies. The interview panel recommended Amy Feagans, a very experienced planning professional with over twenty years' experience in community development, to the position. See the attached resume for Ms. Feagans.

Ms. Feagans is currently working part-time through RGS, a local government joint powers authority (JPA). RGS is a well -respected JPA that local agencies use to contract for part-time professional services. RGS has a pool of individuals, including CalPERS annuitants, which they employ. A draft standard RGS contract is attached. With Council approval, the City Manager and City Attorney will finalize the contract with RGS in an amount not too exceed the currently budgeted amount of $85,500.

SUPPORTING DOCUMENTS:

1) Resolution 27-2015
2) Amy Feagans Resume
3) Draft Standard RGS Contract

City of Colfax
City Council

Resolution № 27-2015

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING SERVICES AGREEMENT FOR PLANNING SERVICES ON BEHALF OF THE CITY WITH RGS, IN THE AMOUNT NOT TO EXCEED $85,500

Whereas, the City Manager conducted a recruitment for planning services and as a result of the recruitment Amy Feagans was selected as the top candidate; and,

Whereas, the Interview Panel and City Manager recommend Ms. Feagans to provide planning services; and,

Whereas, RGS is a qualified Joint Powers Authority offering professional contract services.

Now, Therefore, Be It Resolved And Declared by the City Council of the City of Colfax that the City Manager is authorized to execute an agreement with RGS for City Planning Services in an amount not to exceed the budgeted $85,500.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 24th day of June, 2015 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

Amy Feagans

2100 Gunn Road
Carmichael, CA 95608

abfeagans@gmail.com

Cell: (916) 220-3011

SUMMARY OF QUALIFICATIONS

Over twenty years experience in community development and neighborhood services at the local government level. Experience in all facets of community development including current and long range planning, project management, public facilitation, building and permitting operations, construction management, CEQA compliance and landscaping and lighting districts. Excellent management and customer service skills.

PROFESSIONAL EXPERIENCE

City of Vacaville – Department of Housing Services/Community Development

Project Coordinator *July 2013 - Present*

Prepare reports and budgets for management of smaller development projects for the Successor Agency to the former Redevelopment Agency. Provide assistance to the Planning Department for project review and zoning code amendments. (this is a part-time 20 hour/week position)

As of July 1, 2015 – this work has been performed through a contract with RGS – a consulting firm specializing in local government services

County of Monterey – Resource Management Agency

Management Specialist *March 2012 – February 2013*

In charge of Code Enforcement division.. Supervision of all code enforcement responsibilities for the County including inspector work load, issuing compliance orders and notices of violation. Code interpretation, liaison between County agencies and public on code violation issues. Work closely with planning and building staff in county regulation interpretation and enforcement.

County of Alameda – Redevelopment Agency

Redevelopment Project Manager *October 2011 – February 2012*

Project Manager of major street revitalization effort including merchant outreach, budget and contract management, media reports. Prepare housing reports including HCD Annual Report. Staff to community advisory committees. Liaison to planning department and planning staff - review and comment on development applications, attend project meetings with developers and consultants.

City of Folsom, CA

February 2007 to October 2010

Redevelopment and Housing Director

Responsible for all redevelopment and housing activity in the City including oversight of major streetscape revitalization project including managing design team, facilitating public outreach, and contract management. Also, Manager of Redevelopment Project Area, including extending the time line of the Project Area Plan. Managed City-wide implementation of Affordable Housing programs, including Inclusionary Ordinance, Housing Trust Fund Ordinance and adoption of Housing Element Update.

Neighborhood Services Director *May 2001 – February 2007*

Oversees all operations of the Neighborhood Services Department including all redevelopment activity and affordable housing programs, building plan checking, permitting and inspections, code enforcement, and landscaping and lighting. Manager of Redevelopment Project Area, Implementation of Inclusionary Housing Ordinance including First Time Home Buyers program and Down Payment Assistance program.

From October 2005 through February 2007, oversight management responsibility for the Community Development Department in the absence of a Director. Responsibilities include managing planning, land use engineering, and construction inspection divisions. Staff to Planning Commission and City Council including staff report and agenda management. Interface with local leaders and public on local and regional planning issues

Town of San Anselmo, CA

Planning Director *May 1999 – May 2001*

Responsible for all operations of the Planning Department, including Town Council and Planning Commission presentations, budget preparation and management and supervision of planners and support staff. Staff to Bicycle Task Force committee, Main Street Revitalization committee, Housing Element committee. Liaison between Town Hall and community for all development and planning-related issues.

City of San Pablo, CA

Development Services Manager *November 1997 – May 1999*

Manager of all Planning, Building and Code Enforcement activities. Supervision of eleven full-time employees. Staff to Planning Commission. Project Manager for redevelopment project involving reconstruction of an obsolete outdoor shopping mall into a viable updated "international market."

City of Folsom, CA

Principal Planner *July 1991 – November 1997*

Responsible for current planning division including Planning Commission agenda management, staff to Architectural Review Commission, and management of workload for staff planners. Preparation and implementation of Commercial Design Guidelines. Continue Senior Planner duties and functions.

Harland Bartholomew and Associates, Sacramento, CA

Planner *November 1990 – December 1991*

Assistant project manager for city and county general plan updates, including preparation of work program and budget management. Coordinate public participation process involving over 500 residents and 23 subcommittees. Management of subconsultants for General Plan updates.

City of Folsom, CA

Senior Planner *May 1989 – November 1990*

Supervision of Current Planning Division. Developed comprehensive zoning code update work program Project manager for specific plan with 4300 units on 1700 acres.

Associate Planner *March 1988 – May 1989*

Public counter duties, preparation of Planning Commission staff reports for current development projects. Participated on General Plan Update team. Department liaison to Parks and Recreation Commission. Staff to Historic District Committee.

RELATED EXPERIENCE

City of Cloverdale, CA - *City Planner* *March 1987 – March 1988*

City of Half Moon Bay, CA - *Planning Technician* *July 1986 – March 1987*

SKILLS AND STRENGTHS

- Excellent customer service and community relation skills
- Excellent writing and editing skills
- Skilled at making presentations, facilitating meetings, and developing consensus

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EDUCATION

The Ohio State University – Columbus, OH

Masters of City and Regional Planning

AICP Certification - no. 9376

University of California, Davis

Bachelor of Science – Design with emphasis in Historic Preservation

REGIONAL GOVERNMENT SERVICES
LOCAL GOVERNMENT SERVICES
Providing Solutions To California Public Agencies

Business: 650/587-7300
Fax: 650/587-7311

Email: RAverett@rgs.ca.gov
PO Box 1350
Carmel Valley, CA 93924

Email: JBower@rgs.ca.gov
PO Box 1077
Camarillo, CA 93011-1077

AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services ("Agreement") is made and entered into as of the day of 2010, by and between , a municipal agency ("AGENCY"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

A. That AGENCY desires to engage RGS to render certain services to it;
B. That RGS is a management and administrative services provider and is qualified to provide such services to AGENCY; and
C. That AGENCY has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. **Services**. The services to be performed by RGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A.**

1.1 **Standard of Performance**. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

1.2 **Assignment of Personnel**. RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the

event that AGENCY, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS's Executive Director will notify AGENCY's Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on Exhibit A.

1.3 **Time**. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS's obligations hereunder in Exhibit A.

Section 2. **Term of Agreement and Termination**. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. AGENCY has the sole discretion to determine if the services performed by RGS are satisfactory to the AGENCY, which determination shall be made in good faith. If the AGENCY determines that the services performed by RGS are not satisfactory, the AGENCY may terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of AGENCY on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. **Compensation**. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. **Effective Date**. This Agreement shall become effective on the date first herein above written.

Section 5. **Relationship of Parties**.

5.1 It is understood that the relationship of RGS to AGENCY is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of AGENCY. AGENCY and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the AGENCY. AGENCY shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for

by AGENCY. Key RGS staff who will provide services to the AGENCY are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the AGENCY. The Executive Director will consult with AGENCY on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of AGENCY.

5.3 AGENCY shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in Exhibit A.

5.4 AGENCY shall not have any right to discharge any employee of RGS from employment.

5.5 RGS shall, at its sole expense, provide for its employees providing services to AGENCY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide AGENCY with proof of payment of taxes on demand.

Section 6. **Insurance Requirements.** Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to AGENCY of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the AGENCY. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to AGENCY. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

6.1 **Workers' Compensation.** RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall

be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the AGENCY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a AGENCY officer, agent or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS ($2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services

Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. AGENCY and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to AGENCY or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the AGENCY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the AGENCY shall be called upon to contribute to a loss under the coverage.

d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the AGENCY.

6.3 **Professional Liability Insurance.** Upon written request of AGENCY, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Any deductible or self-insured retention shall not exceed $1,000 per claim.

6.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.

6.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The AGENCY shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the AGENCY prior to the commencement of any work under this Agreement.

6.4 <u>All Policies Requirements.</u>

6.4.1 <u>Acceptability of insurers.</u> All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.4.2 <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, RGS shall furnish AGENCY with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 <u>Subcontractors.</u> RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 <u>Variation.</u> The AGENCY may approve a variation in the foregoing insurance requirements, upon a determination

that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the AGENCY'S interests are otherwise fully protected.

6.4.5 **Deductibles and Self-Insured Retentions.** RGS shall disclose to and obtain the approval of AGENCY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of AGENCY'S Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to AGENCY, its officers, employees, agents, and volunteers. The AGENCY'S Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to AGENCY at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 **Remedies.** In addition to any other remedies AGENCY may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, AGENCY may, at its sole option exercise any of the following remedies, which are alternatives to other remedies AGENCY may have and are not the exclusive remedy for RGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order RGS to stop work under this Agreement or withhold any payment that becomes due t hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which AGENCY is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** RGS represents and warrants to AGENCY that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this agreement. RGS represents and warrants to AGENCY that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

7.5 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

8.1 **Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the AGENCY. RGS hereby agrees to deliver those documents to the AGENCY upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the AGENCY and are not necessarily suitable for any future or other use.

8.2 **Confidential Information.** RGS shall hold any confidential information received from AGENCY in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to AGENCY. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to AGENCY past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. AGENCY shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 **RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the AGENCY under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the AGENCY. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of the AGENCY, for a period of 3 years after final payment under the Agreement.

Section 7. **Non-assignment**. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 8. **Amendments**. This Agreement may be amended or modified only by written agreement signed by both Parties.

Section 9. **Validity** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of

this Agreement.

Section 10. **Governing Law/Attorneys Fees**. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 11. **Mediation**. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 12. **Entire Agreement**. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 13. **Indemnity**

15.1 **RGS's indemnity obligations**. RGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against AGENCY which premises AGENCY'S liability, in whole or in part, upon any of the following:

a. the quality or character of the work of RGS's employees or subcontractors;
b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to AGENCY, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which AGENCY may be required to pay.

15.2 **AGENCY'S indemnity obligations**. AGENCY shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with AGENCY, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of AGENCY'S actions as a governmental entity. Thus, AGENCY shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; and
c. where a AGENCY employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever AGENCY owes a duty hereunder to indemnify RGS, its employees or agents, AGENCY further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services she has provided under this Agreement.

Section 14. **Notices**. All notices required by this Agreement shall be given to AGENCY and RGS in writing, by first class mail, postage prepaid, addressed as follows:

AGENCY: AGENCY
STREET ADDRESS
CITY, CA ZIP CODE

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____, 2010 **AGENCY**

By: _____
NAME, TITLE

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
NAME, Legal Counsel

DATED: _____, 2010 **REGIONAL GOVERNMENT SERVICES**

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2010 By:_____
Elizabeth Silver, Authority Counsel

EXHIBIT A
SCOPE OF SERVICES

RGS shall assign an RGS employee or employees to serve as the AGENCY's Coordinator which position requires performing the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Be reasonably available to perform the services during emergency and disaster situations.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the AGENCY
- Perform related work as required.

Such employee(s) may perform services at the AGENCY offices available in or at other locations.

RGS will provide Emergency Services Coordinator services for up to three years from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

COMPENSATION

1. **Fees**. The AGENCY agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

   RGS and AGENCY acknowledge and agree that compensation paid by AGENCY to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost**. The AGENCY shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the AGENCY when received and without mark-up. These external costs will be due upon receipt.

3. **Terms of Payment**. RGS shall submit invoices monthly for the next month's services. Invoices shall be sent approximately 30 days in advance of the month for which they are due and shall be delinquent if not paid within 20 days of receipt. After the initial invoices, future invoices will include both estimated charges for the succeeding month as well as true-up adjustments for prior period estimates versus actual expenses. The estimated payment for the next month must be received prior to the beginning of the month for which service is to be provided. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the AGENCY fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the AGENCY agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

Payment Address. All payments due RGS shall be paid to:
RGS
C/O McGilloway & Ray Accounting and Consulting
2511 Garden Road, Suite A-180
Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE

The start date for the services to be performed is , 2010, and this agreement is anticipated to remain in force through , 2012.