



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

October 13, 2021

Regular Session: 6:00PM

This meeting will be held at Colfax City Hall, 33 South Main Street, Colfax, CA

You may also join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/85013049723>

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

850 1304 9723

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

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

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

1 CLOSED SESSION (No Closed Session)

2 OPEN SESSION

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

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **Approval of Agenda Order**

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

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

3 AGENCY REPORTS

3A. **Placer County Sheriff**

3B. **Placer County Fire Department**

3C. **CHP**

3D. **Colfax Chamber of Commerce**

4 PRESENTATION (No Presentations)

5 PUBLIC HEARING (No public hearings)



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

October 13, 2021

Page 1 of 3

6 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

6A. **Minutes** (pages 4-6)

Recommendation: By Motion, approve the Colfax City Council minutes of 9/8/2021.

6B. **Cash Summary – August 2021** (pages 7-19)

Recommendation: Accept and File.

6C. **City Clerk – Marguerite Bailey** (pages 20-21)

Recommendation: Adopt Resolution __-2021 appointing Marguerite Bailey as City Clerk.

6D. **Quarterly Sales Tax Analysis – Calendar Year 2021-Q2** (pages 22-24)

Recommendation: Accept and File.

6E. **2022 TOT Ballot Measure Outreach- SCI Consulting Group** (pages 25-43)

Recommendation: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with SCI Consulting Group for Transient Occupancy Tax Ballot Measure outreach services in an amount not to exceed \$18,250.

6F. **Recology Franchise Fee Audit – R3 Consulting** (pages 44-58)

Recommendation: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with R3 Consulting to perform an audit of the franchise fees paid by Recology for the review period 2016-2021 in an amount not to exceed \$7,000.

6G. **SB 1383 Compliance Assistance – R3 Consulting** (pages 59-74)

Recommendation: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance in an amount not to exceed \$10,000.

*** end of consent calendar ***

7 PUBLIC COMMENT

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

8 COUNCIL AND STAFF

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

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

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



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October 13, 2021

Page 2 of 3

9 COUNCIL BUSINESS *(No Council Business)*

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

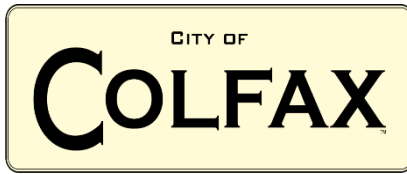
I, Amy Lind, Interim City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Amy M. Lind

Amy Lind, Interim City Clerk

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





City Council Minutes

Regular Meeting of Colfax City Council
Wednesday, September 8, 2021
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CLOSED SESSION (No Closed Session)

2 OPEN SESSION

2A. Call Open Session to Order

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

2B. Pledge of Allegiance

City Attorney Mick Cabral led the Pledge of Allegiance

2C. Roll Call

Present: Mendoza (joined at 6:15pm via Zoom), Ackerman, Burruss (joined at 6:06pm via Zoom), Fatula, Lomen (Lomen had to leave the meeting at 7:26pm)

Absent: None

2D. Approval of Agenda Order

By motion, accept the agenda as presented.

MOTION made by Councilmember Fatula and seconded by Councilmember Ackerman and unanimously approved by voice.

3 AGENCY REPORTS

3A. **Placer County Fire Department** – Chief Estes provided a presentation regarding Placer County Fire/ Cal Fire’s response to the River Fire (presentation available in the record.) Chief Eagan spoke about the effort by first responders on the fire.

3B. **Placer County Sheriff** – Sgt. Griffiths provided an overview of Placer County Sheriff’s Office response to the River Fire (part of same presentation).

3C. **CHP** – not available.

3D. **Colfax Chamber of Commerce** – Tim Ryan spoke about the Chamber’s effort to assist with River Fire victims.

3E. Foxey McCleary spoke about the VFW Breakfast Fundraiser, 2nd Sunday of the month.

4 PRESENTATION (none)

5 PUBLIC HEARING (none)

6 CONSENT CALENDAR

6A. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 8/25/2021.

*** end of consent calendar ***

By **MOTION**, approve the consent calendar.

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

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:

7 PUBLIC COMMENT

Tim Dion, spoke about his experience with the River Fire. Mayor Lomen and Chief Estes addressed his comments.

8 COUNCIL AND STAFF

- 8A. Councilmember Fatula spoke about the Council's efforts to support first responders and victims during the River Fire.

Councilmember Mendoza spoke about FEMA here, 9th-12th at Sierra Community Center regarding River Fire, stating there is information available online, and volunteers are needed. She also spoke about a 9/11 fundraising event.

Mayor Lomen spoke about creating Firewise Communities and announced an upcoming Fire Safe Council meeting.

Councilmember Burruss also spoke about the fundraiser, recognizing the Green Machine's efforts and current air quality concerns.

- 8B. City Manager Heathcock spoke about the PSPS season and the microgrid station expected to be up by October 1st.

9 COUNCIL BUSINESS

9A. **10 E. Grass Valley Street, Colfax Hotel**

Emmanuel Ursu, Planning Director, provided information regarding a conceptual proposal to restore and renovate the historic Colfax Hotel to include restaurant/retail space, eight hotel rooms and eight multi-family units for both long-term and short-term occupancy (presentation available in the record).

Councilmember questions followed.

Public comment:

Tim Ryan spoke regarding parking.

Leif Lowery (Potential buyer) spoke about the project.

Tom Parnham spoke about his support of project.

Sally McLaughlin, Colfax Chamber of Commerce President, spoke in support of the project.

Gary Mapa spoke about the need for housing, and that he supports the project.

Mary Fatula, resident and business owner, supports the project.

Council comments in support of project and potential buyer's plans.

9B. 101 Railroad Street Parking Lot Lease – Union Pacific

Wes Heathcock, City Manager presented this item. He said the CA Fruit Growers Association structure was removed in 2017 at this site. He spoke about the agreement for an annual lease of \$5,000 and the lease terms. He said staff is proposing a parking lot at this location consistent with the Downtown Streetscape concept.

No public comment.

By Resolution 43-2021 authorize the City Manager to enter into a property lease with Union Pacific for 101 Railroad Street.

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

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:

9 GOOD OF THE ORDER

Councilmember Ackerman thanked first responders on the River Fire.

Councilmember Fatula announced the 18th and 19th of September is Railroad Day. He also thanked first responders on the River fire. He also spoke about the fundraiser for fire victims.

10 ADJOURNMENT

As there was no further business on the Agenda, Councilmember Fatula adjourned the meeting, by motion and without objection at 7:27 PM.

Respectfully submitted to City Council this 13th day of October 2021.

Amy Lind, Interim City Clerk



Staff Report to City Council

FOR THE OCTOBER 13, 2021 REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

Summary/Background

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

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

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

- August revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of June 2021 (two month lag).
- August expenditures included:
 - General monthly operating expenses only
- Negative cash fund balances at the end of August are due to timing of funding allocations and reimbursements:
 - Fund 203 – Cares Act Funding CDBG. This is a reimbursable grant – funding is for City Subsistence Assistance program. Project expenses to date are related to administration of program – first grant disbursements are expected to be processed in September. First request for reimbursement from CDBG is anticipated to be submitted at end of current quarter.
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding is requested usually in August and funded throughout the fiscal year.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.

- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First requests for reimbursement were submitted in April 2021 and one is still pending payment. Reimbursement requests are scheduled to be submitted quarterly.
- Fund 374 – Roundabout Monument – this project will be funded with Road Mitigation fees at project completion.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is anticipated to be funded by insurance.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections – allocation of funds will be made at design project completion. Future repair work estimated at \$220K and will be funded at completion by Sewer Connection fees or ARPA funding.
- Anticipated revenues/expenditures for September include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of July 2021 (two-month lag).
 - Expenditures
 - Quarterly payment for Sheriff contract

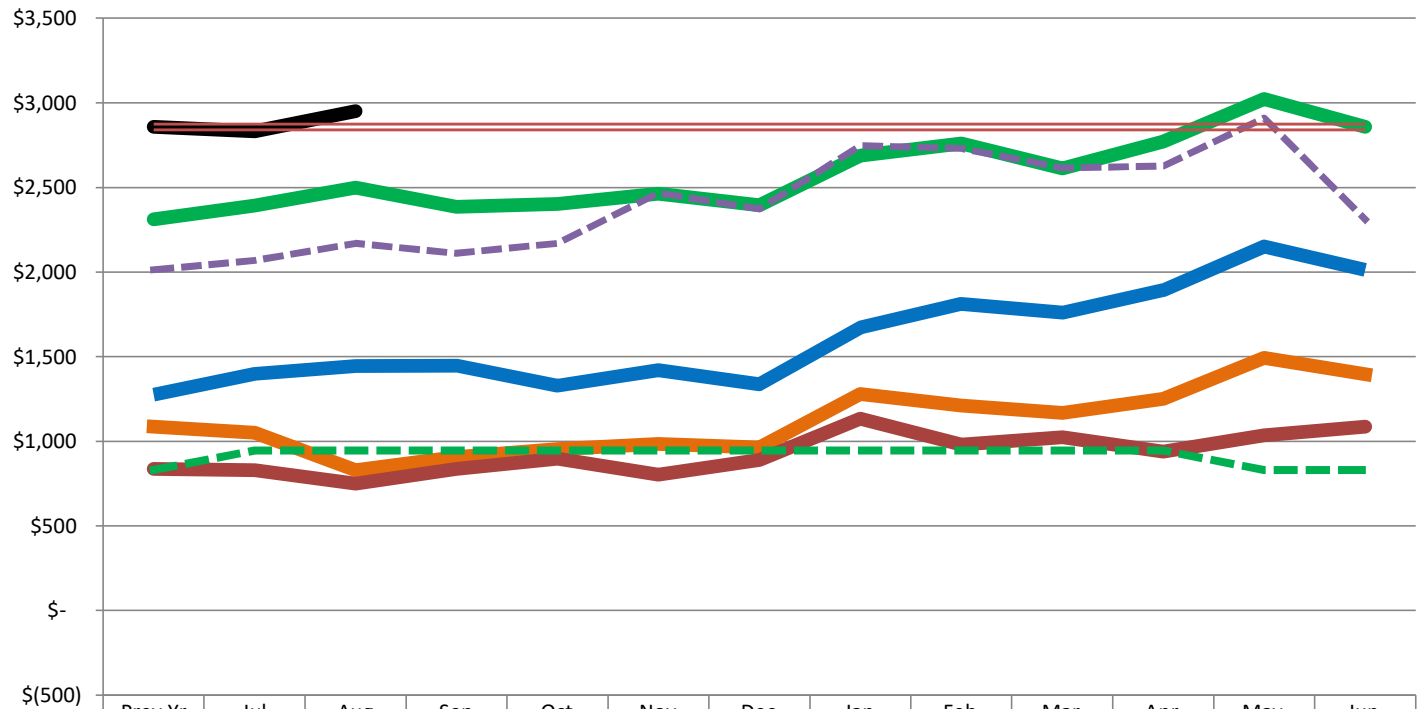
Attachments:

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

City of Colfax - August 2021 General Fund Reserved Cash Analysis

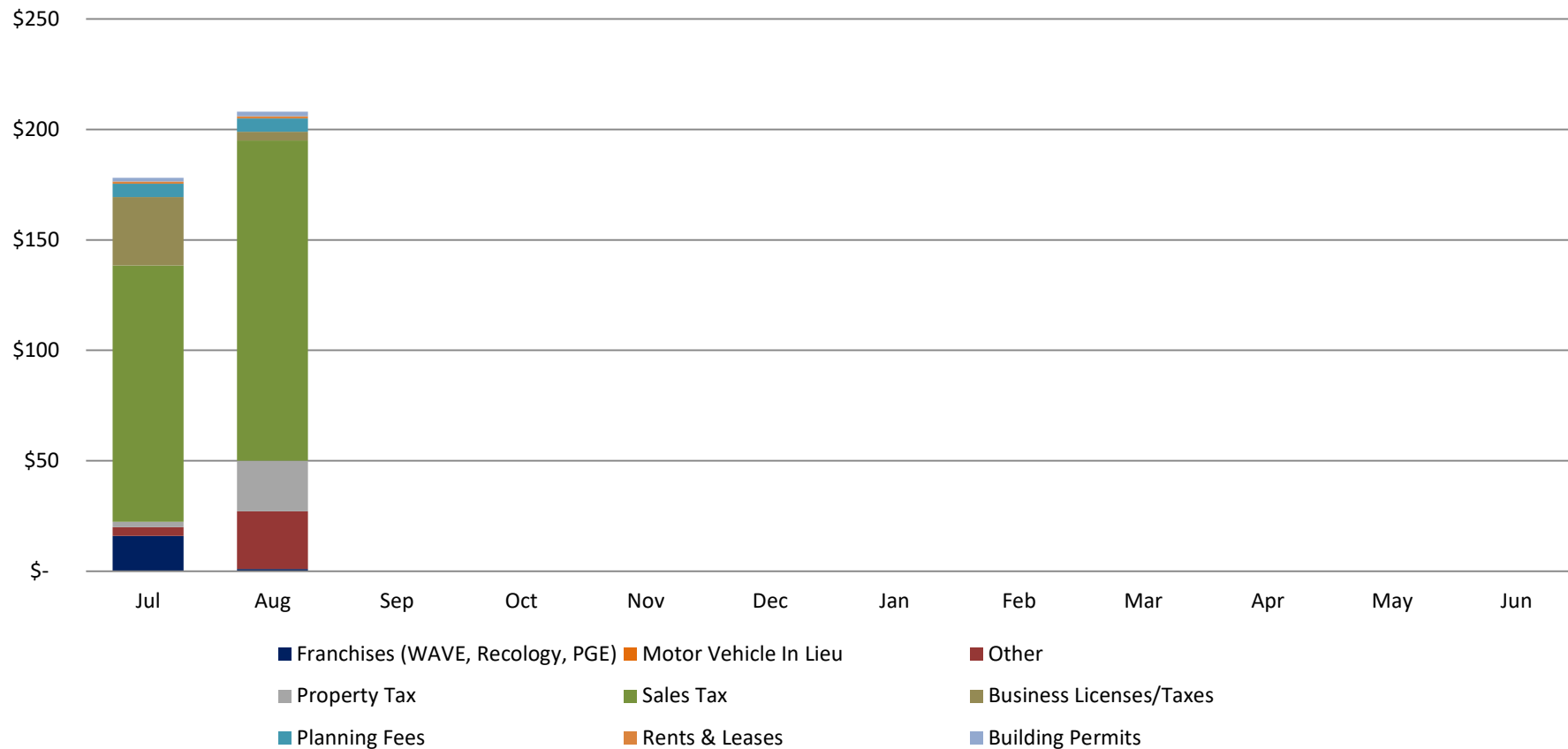
(Dollars in Thousands)

Fiscal Year 2021-22 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,951										
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
- - Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
— Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
— Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
— *Reserves (Ops, Cap, Pen)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$830	\$830
— Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857

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



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



City of Colfax
Cash Summary
August 31, 2021

	Balance 07/31/2021	Revenues In	Expenses Out	Transfers	Balance 08/31/2021
US Bank	\$ 181,176.82	\$ 550,156.67	\$ (246,059.35)	\$ -	\$ 485,274.14
LAIF	\$ 7,913,494.58	\$ -	\$ -	\$ -	\$ 7,913,494.58
Total Cash - General Ledger	<u>\$ 8,094,671.40</u>	<u>\$ 550,156.67</u>	<u>\$ (246,059.35)</u>	<u>\$ -</u>	<u>\$ 8,398,768.72</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,094,971.40</u>	<u>\$ 550,156.67</u>	<u>\$ (246,059.35)</u>	<u>\$ -</u>	<u>\$ 8,399,068.72</u>

Change in Cash Account Balance - Total \$ 304,097.32

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
- 2. Check Register Report (Accounts Payable) \$ (139,257.76)
- 3. Cash Receipts - Daily Cash Summary Report \$ 351,484.85
 - Payroll Checks and Tax Deposits \$ (97,791.53)
 - Utility Billings - Receipts \$ 187,022.51
 - Check - Voided \$ 2,639.25
 - LAIF Interest Quarterly \$ -

\$ 304,097.32 \$ -

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

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

City of Colfax
Cash Transactions Report - August 2021

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,732,007.13	\$ 198,673.75	\$ (84,685.79)	\$ 2,845,995.09
Fund: 120 - Land Development Fees	\$ 95,398.09	\$ 7,415.60	\$ (1,391.25)	\$ 101,422.44
Fund: 200 - Cannabis Application	\$ 3,642.99	\$ -	\$ -	\$ 3,642.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,831,048.21	\$ 206,089.35	\$ (86,077.04)	\$ 2,951,060.52
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 786,678.92	\$ 36.83	\$ (6,635.91)	\$ 780,079.84
Fund Type: 1.14 - General Fund - Restricted	\$ 814,433.18	\$ 36.83	\$ (6,635.91)	\$ 807,834.10
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 202 - ARPA American Rescue Plan Act	\$ 239,460.00	\$ -	\$ -	\$ 239,460.00
Fund: 203 - CARES Act Funding - CDBG	\$ (4,250.00)	\$ -	\$ (3,125.00)	\$ (7,375.00)
Fund: 210 - Mitigation Fees - Roads	\$ 254,267.67	\$ -	\$ -	\$ 254,267.67
Fund: 211 - Mitigation Fees - Drainage	\$ 5,387.73	\$ -	\$ -	\$ 5,387.73
Fund: 212 - Mitigation Fees - Trails	\$ 74,289.42	\$ -	\$ -	\$ 74,289.42
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 188,845.17	\$ -	\$ -	\$ 188,845.17
Fund: 214 - Mitigation Fees - City Bldgs	\$ 74,146.54	\$ -	\$ -	\$ 74,146.54
Fund: 215 - Mitigation Fees - Vehicles	\$ 16,031.29	\$ -	\$ -	\$ 16,031.29
Fund: 217 - Mitigation Fees - DT Parking	\$ 51,469.41	\$ -	\$ -	\$ 51,469.41
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 4,003.73	\$ -	\$ -	\$ 4,003.73
Fund: 250 - Streets - Roads/Transportation	\$ (10,915.21)	\$ 201.32	\$ (14,934.28)	\$ (25,648.17)
Fund: 253 - Gas Taxes	\$ 6,636.97	\$ 5,092.87	\$ (1,254.48)	\$ 10,475.36
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 122,583.78	\$ 3,381.05	\$ -	\$ 125,964.83
Fund: 270 - Beverage Container Recycling	\$ 19,078.51	\$ -	\$ -	\$ 19,078.51
Fund: 280 - Oil Recycling	\$ 3,761.83	\$ -	\$ -	\$ 3,761.83
Fund: 292 - Fire Department Capital Funds	\$ 93,157.61	\$ -	\$ -	\$ 93,157.61
Fund: 342 - Fire Construction - Mitigation	\$ 75,543.21	\$ -	\$ -	\$ 75,543.21
Fund: 343 - Recreation Construction	\$ 75,543.68	\$ -	\$ -	\$ 75,543.68
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,289,041.34	\$ 8,675.24	\$ (19,313.76)	\$ 1,278,402.82
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - FY2021 ADA Project	\$ -	\$ -	\$ -	\$ -
Fund: 367 - SB2 - Planning Grant	\$ (84,471.68)	\$ 18,917.40	\$ (6,541.92)	\$ (72,096.20)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund: 374 - Roundabout Monument	\$ -	\$ -	\$ -	\$ -
Fund Type: 1.34 - Capital Projects - Restricted	\$ (177,093.02)	\$ 18,917.40	\$ (6,541.92)	\$ (164,717.54)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,138,983.94	\$ 244,967.77	\$ (97,082.08)	\$ 1,286,869.63
Fund: 561 - Sewer Liftstations	\$ 211,109.29	\$ 20,480.82	\$ (17,822.89)	\$ 213,767.22
Fund: 563 - Wastewater Treatment Plant	\$ 861,627.97	\$ 50,758.50	\$ -	\$ 912,386.47
Fund: 564 - Sewer Connections	\$ 882,348.97	\$ -	\$ -	\$ 882,348.97
Fund: 574 - OES PSPS Grant	\$ 292,689.79	\$ -	\$ (950.00)	\$ 291,739.79
Fund: 575 - WWTP Construction Grant	\$ -	\$ -	\$ (5,247.00)	\$ (5,247.00)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (10,518.61)	\$ -	\$ (3,182.50)	\$ (13,701.11)
Fund: 585 - LS #5 Force Main Repairs	\$ (39,153.50)	\$ -	\$ (3,206.25)	\$ (42,359.75)
Fund Type: 2.11 - Enterprise Funds - Unassigned	\$ 3,337,087.85	\$ 316,207.09	\$ (127,490.72)	\$ 3,525,804.22
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 153.84	\$ 230.76	\$ -	\$ 384.60
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 153.84	\$ 230.76	\$ -	\$ 384.60
Grand Totals:	\$ 8,094,671.40	\$ 550,156.67	\$ (246,059.35)	\$ 8,398,768.72

Check Register Report

Item 6B

Date: 09/10/2021

Time: 2:40 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57242	08/06/21	Reconciled		08/31/21	03141	CALPERS	AUG HEALTH PREMIUMS	5,476.85
57243	08/12/21	Reconciled		08/31/21	01414	ALHAMBRA & SIERRA SPRINGS	WATER	10.90
57244	08/12/21	Reconciled		08/31/21	01766	AT&T MOBILITY	CITY CELL PHONES	721.42
57245	08/12/21	Reconciled		08/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 7/25/21	690.20
57246	08/12/21	Reconciled		08/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 8/1/21	690.20
57247	08/12/21	Reconciled		08/31/21	03401	CHOICE BUILDER	SEPT 2021 PREMIUMS	573.21
57248	08/12/21	Reconciled		08/31/21	3425	CINTAS	UNIFORM SVC/SUPPLIES	459.19
57249	08/12/21	Reconciled		08/31/21	03502	COLFAX AREA CHAMBER OF	WINTERFEST EVENT DONATION	1,000.00
57250	08/12/21	Reconciled		08/31/21	07591	COLFAX GREEN MACHINE	3RD OF JULY EVENT REFUND	100.00
57251	08/12/21	Reconciled		08/31/21	03540	COLFAX LIONS CLUB	3RD OF JULY PARADE REFUND	100.00
57252	08/12/21	Reconciled		08/31/21	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE AUG 2021	420.76
57253	08/12/21	Reconciled		08/31/21	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,248.55
57254	08/12/21	Reconciled		08/31/21	7798	G&T TRUCK REPAIR	BACKHOE RPR	375.00
57255	08/12/21	Reconciled		08/31/21	07460	GOLD COUNTRY MEDIA	GEN PLAN HOUSING PUB NOTICE	322.46
57256	08/12/21	Reconciled		08/31/21	07460	GOLD COUNTRY MEDIA	FIRE ORDINANCE PUB NOTICE	169.16
57257	08/12/21	Reconciled		08/31/21	07465	GOLD MINER PEST CONTROL	FIRE STATION 36 PEST CONTROL	74.00
57258	08/12/21	Reconciled		08/31/21	08050	HACH COMPANY	WWTP LAB SUPPLIES	638.73
57259	08/12/21	Reconciled		08/31/21	08086	HBE RENTALS	ASPHALT CUTTER RENTALS	124.70
57260	08/12/21	Reconciled		08/31/21	08086	HBE RENTALS	CULVER ST REPAIR RENTAL	106.50
57261	08/12/21	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	7,677.19
57262	08/12/21	Reconciled		08/31/21	08660	HUNT AND SONS, INC.	FUEL	381.14
57263	08/12/21	Reconciled		08/31/21	10537	JONES, MARTIN	PW FUEL REIMBURSEMENT	100.00
57264	08/12/21	Reconciled		08/31/21	12109	LABORMAX STAFFING	TEMP LABOR THRU 8/6/21	1,100.80
57265	08/12/21	Printed			16020	PASKEY, NICOLE	SFLL EVENT DEPOSIT REFUND	100.00
57266	08/12/21	Reconciled		08/31/21	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JULY 2021	9,316.71
57267	08/12/21	Reconciled		08/31/21	16035	PG&E	ELECTRICITY	21,946.92
57268	08/12/21	Reconciled		08/31/21	16192	PLACER COUNTY DOCUMENT	ENVELOPES	137.23
57269	08/12/21	Reconciled		08/31/21	16820	PSI	UB POST CARDS	368.64
57270	08/12/21	Reconciled		08/31/21	16040	PURCHASE POWER	POSTAGE REFILL	503.50
57271	08/12/21	Reconciled		08/31/21	18400	RIEBES AUTO PARTS	SUPPLIES	170.35
57272	08/12/21	Reconciled		08/31/21	19037	SAFE SIDE SECURITY	CORP YARD SECURITY	155.00
57273	08/12/21	Reconciled		08/31/21	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS	45.00
57274	08/12/21	Reconciled		08/31/21	19743	WILL STOCKWIN	AUG 2021 COLFAX CONN EDITING	300.00
57275	08/12/21	Reconciled		08/31/21	21560	US BANK CORPORATE PMT SYSTEM	STMT 7/22/21	1,284.32
57276	08/12/21	Reconciled		08/31/21	21500	USA BLUE BOOK, INC	WWTP SUPPLIES	763.08
57277	08/12/21	Reconciled		08/31/21	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JULY 2021	4,313.75
57278	08/12/21	Reconciled		08/31/21	22134	VISION QUEST	TECH SUPPORT SVCS SEPT 2021	1,806.50
57279	08/12/21	Reconciled		08/31/21	22240	VULCAN MATERIALS COMPANY	ASPHALT	803.49
57280	08/12/21	Reconciled		08/31/21	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	227.14
57281	08/12/21	Reconciled		08/31/21	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
57282	08/12/21	Reconciled		08/31/21	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
57283	08/12/21	Reconciled		08/31/21	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	289.45
57284	08/12/21	Reconciled		08/31/21	23218	WENDEL ROSEN	LEGAL MATTER JULY 2021	127.50
57285	08/12/21	Reconciled		08/31/21	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JULY 2021	915.00
57286	08/12/21	Reconciled		08/31/21	23439	WILLIAMS, JENNIFER	3RD OF JULY PARADE REFUND	100.00
57287	08/12/21	Reconciled		08/31/21	23451	WOOD RODGERS	INSTRUMENTATION SURVEY JUNE	1,600.00
57288	08/12/21	Reconciled		08/31/21	23451	WOOD RODGERS	WWTP CONST GRANT	5,247.00
57289	08/12/21	Reconciled		08/31/21	23451	WOOD RODGERS	GENERATOR REPLACEMENT	950.00
57290	08/16/21	Reconciled		08/31/21	03141	CALPERS	GASB68 REPORTING FEE	700.00

Check Register Report

Item 6B

Date: 09/10/2021

Time: 2:40 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57291	08/20/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV1 GRANT ADMIN	3,125.00
57292	08/20/21	Reconciled		08/31/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 8/8/21	571.20
57293	08/20/21	Reconciled		08/31/21	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS JULY 2021	495.00
57294	08/20/21	Printed			04592	DACOMM	WWTP INTERNET	99.95
57295	08/20/21	Reconciled		08/31/21	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	206.73
57296	08/20/21	Reconciled		08/31/21	14859	GHD INC.	ENG SVCS JULY 2021	14,321.25
57297	08/20/21	Reconciled		08/31/21	07570	GRAINGER	WWTP SUPPLIES	167.39
57298	08/20/21	Reconciled		08/31/21	07570	GRAINGER	WWTP SUPPLIES	69.65
57299	08/20/21	Printed			08050	HACH COMPANY	WWTP LAB SUPPLIES	211.47
57300	08/20/21	Reconciled		08/31/21	08660	HUNT AND SONS, INC.	FUEL	721.13
57301	08/20/21	Reconciled		08/31/21	12109	LABORMAX STAFFING	TEMP LABOR THRU 7/30/21	2,689.16
57302	08/20/21	Reconciled		08/31/21	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	1,788.50
57303	08/20/21	Reconciled		08/31/21	14366	NOXON, BRAD	RIVER FIRE LODGING REIMB	100.44
57304	08/20/21	Reconciled		08/31/21	16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	6,219.46
57305	08/20/21	Reconciled		08/31/21	18089	RAMOS OIL INC.	LS GENERATOR FUEL	823.07
57306	08/20/21	Reconciled		08/31/21	18563	ROSAAEN, JOSHUA	RIVER FIRE LODGING REIMB	500.00
57307	08/20/21	Reconciled		08/31/21	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	224.53
57308	08/20/21	Reconciled		08/31/21	19396	SIERRA SAFETY COMPANY	ST SIGNS	375.35
57309	08/20/21	Reconciled		08/31/21	21900	UV DOCTOR LAMPS LLC	WWTP LAMP REPLACEMENTS	9,998.31
57310	08/20/21	Reconciled		08/31/21	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
57311	08/31/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 8/15/21	166.60
57312	08/31/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 8/22/21	166.60
57313	08/31/21	Printed			03164	CASH- PETTY CASH REIMBURSEMENT	PETTY CASH THRU 8/24/21	86.45
57314	08/31/21	Printed			03435	CITY OF AUBURN	CITY CLERK SVCS JULY 2021	1,533.22
57315	08/31/21	Printed			03558	COLFAX SMOG & AUTO REPAIR	WWTP TRUCK SMOG	133.35
57316	08/31/21	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE TAXES	102.80
57317	08/31/21	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE SEPT 2021	420.76
57318	08/31/21	Printed			07465	GOLD MINER PEST CONTROL	WWTP/LS PEST CONTROL	210.00
57319	08/31/21	Printed			07465	GOLD MINER PEST CONTROL	CITY HALL PEST CONTROL	95.00
57320	08/31/21	Printed			07570	GRAINGER	WWTP SUPPLIES	359.36
57321	08/31/21	Printed			08086	HBE RENTALS	WHITCOMB WELL/ST RPR	70.00
57322	08/31/21	Printed			08170	HILLS FLAT LUMBER CO	STMT 8/25/21	808.69
57323	08/31/21	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 8/20/21	242.05
57324	08/31/21	Printed			09455	INLAND BUSINESS SYSTEMS	COPY MACH LEASE	5.63
57325	08/31/21	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	812.00
57326	08/31/21	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JULY 2021	1,727.95
57327	08/31/21	Printed			12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	166.50
57328	08/31/21	Printed			13206	MAZZIO, REBECCA	RIVER FIRE LODGING REIMB	500.00
57329	08/31/21	Printed			16300	PCWA -PLACER COUNTY	WATER	3,213.28
57330	08/31/21	Printed			16040A	PITNEY BOWES	POSTAGE MACH LEASE	167.84
57331	08/31/21	Printed			18193	RECOLOGY AUBURN PLACER	5% TEETER FY 20/21	315.44
57332	08/31/21	Printed			19396	SIERRA SAFETY COMPANY	ST SIGNS SHERWOOD CT	657.03
57333	08/31/21	Printed			19446	SIERRA WEST LAND DEVELOPMENT	WWTP TREE REMOVAL	1,500.00
57334	08/31/21	Printed			19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY	157.86
57335	08/31/21	Printed			20092	THUMBLER	PUBLIC OUTREACH CONSULTANT	518.50
57336	08/31/21	Printed			21560	US BANK CORPORATE PMT SYSTEM	STMT 8/23/21	1,461.37
57337	08/31/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90

Check Register Report

Item 6B

Date: 09/10/2021

Time: 2:40 pm

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
57338	08/31/21	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
57339	08/31/21	Printed			18883	WAXIE SANITARY SUPPLY	TRASH BAGS	482.41
57340	08/31/21	Printed			18883	WAXIE SANITARY SUPPLY	TRASH BAGS	1,447.23

Total Checks: 99 **Checks Total (excluding void checks): 139,257.76**

Total Payments: 99 **Bank Total (excluding void checks): 139,257.76**

Total Payments: 99 **Grand Total (excluding void checks): 139,257.76**

DAILY CASH SUMMARY REPORT

Item 6B

08/01/2021 - 08/31/2021

Page: 1
9/10/2021
2:45 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
08/05/2021	Daily Totals	446.02	0.00	446.02
08/09/2021	Daily Totals	5,089.00	0.00	5,089.00
08/10/2021	Daily Totals	788.00	0.00	788.00
08/11/2021	Daily Totals	5,303.97	0.00	5,303.97
08/12/2021	Daily Totals	4,692.70	0.00	4,692.70
08/13/2021	Daily Totals	262.25	248.29	13.96
08/16/2021	Daily Totals	79.00	0.00	79.00
08/20/2021	Daily Totals	810.46	0.00	810.46
08/23/2021	Daily Totals	23,514.13	0.00	23,514.13
08/24/2021	Daily Totals	290.55	0.00	290.55
08/25/2021	Daily Totals	285.25	0.00	285.25
08/26/2021	Daily Totals	144,923.88	0.00	144,923.88
08/27/2021	Daily Totals	1,686.13	0.00	1,686.13
08/30/2021	Daily Totals	427.45	0.00	427.45
08/31/2021	Daily Totals	259.95	0.00	259.95
Fund: 100 - General Fund		TOTALS:	188,858.74	248.29
Fund: 120 - Land Development Fees				
08/09/2021	Daily Totals	1,307.65	0.00	1,307.65
08/20/2021	Daily Totals	6,060.00	0.00	6,060.00
08/31/2021	Daily Totals	47.95	0.00	47.95
Fund: 120 - Land Development Fees		TOTALS:	7,415.60	0.00
Fund: 250 - Streets - Roads/Transportation				
08/05/2021	Daily Totals	177.32	0.00	177.32
08/30/2021	Daily Totals	24.00	0.00	24.00
Fund: 250 - Streets - Roads/Transportation		TOTALS:	201.32	0.00
Fund: 253 - Gas Taxes				
08/31/2021	Daily Totals	5,092.87	0.00	5,092.87

DAILY CASH SUMMARY REPORT

Item 6B

08/01/2021 - 08/31/2021

Page: 2
9/10/2021
2:45 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 253 - Gas Taxes				
TOTALS:		5,092.87	0.00	5,092.87
Fund: 258 - Road Maintenance - SB1/RSTBG				
08/20/2021	Daily Totals	3,381.05	0.00	3,381.05
Fund: 258 - Road Maintenance - SB1/RSTBG				
TOTALS:		3,381.05	0.00	3,381.05
Fund: 367 - CP - Gen Plan Update				
08/24/2021	Daily Totals	18,917.40	0.00	18,917.40
Fund: 367 - CP - Gen Plan Update				
TOTALS:		18,917.40	0.00	18,917.40
Fund: 560 - Sewer				
08/05/2021	Daily Totals	493.77	0.00	493.77
08/11/2021	Daily Totals	9,668.36	0.00	9,668.36
08/12/2021	Daily Totals	108,556.20	0.00	108,556.20
08/23/2021	Daily Totals	5,903.86	0.00	5,903.86
08/25/2021	Daily Totals	148.08	0.00	148.08
Fund: 560 - Sewer				
TOTALS:		124,770.27	0.00	124,770.27
Fund: 561 - Sewer Liftstations				
08/05/2021	Daily Totals	210.06	0.00	210.06
08/10/2021	Daily Totals	407.00	0.00	407.00
08/11/2021	Daily Totals	814.00	0.00	814.00
08/20/2021	Daily Totals	814.00	0.00	814.00
08/24/2021	Daily Totals	407.00	0.00	407.00
08/30/2021	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations				
TOTALS:		3,059.06	0.00	3,059.06
Fund: 572 - Landfill Post Closure Mainten				
08/05/2021	Daily Totals	36.83	0.00	36.83
Fund: 572 - Landfill Post Closure Mainten				
TOTALS:		36.83	0.00	36.83

DAILY CASH SUMMARY REPORT

Item 6B

08/01/2021 - 08/31/2021

Page: 3
9/10/2021
2:45 pm

City of Colfax

	Debit	Credit	Net Chng
GRAND TOTALS:	351,733.14	248.29	351,484.85



Staff Report to City Council

FOR THE OCTOBER 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Shanna Stahl, Administrative Analyst
Subject: City Clerk – Marguerite Bailey

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s): 100-120, 560, 561
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RECOMMENDED ACTION: Adopt Resolution __-2021 appointing Marguerite Bailey as City Clerk.

Summary/Background

Staff recently advertised for the City Clerk position. The City received 22 applications and interviewed the top three candidates. The interview panel was unanimous in ranking Marguerite Bailey as the top candidate. Mrs. Bailey expressed interest and accepted the offer of employment contingent on the Council's action. Colfax Municipal Code Chapter 2.12 states that the City Council, upon recommendation of the City Manager, appoints the City Clerk. The City Manager wholeheartedly recommends that the City Council appoints Marguerite Bailey as Colfax City Clerk.

FISCAL IMPACT:

The position is allocated across Funds 100-120, 560 and 561.

Attachments

1. Resolution __-2021

City of Colfax

City Council

Resolution No. __-2021

APPOINTING MARGUERITE BAILEY AS CITY CLERK

WHEREAS, Municipal Code 2.12 creates the position of City Clerk and authorizes City Council to appoint an individual to fill that position based on the recommendation of the City Manager; and,

WHEREAS, the City Manager conducted a recruitment for the position of City Clerk and as a result of the recruitment Marguerite Bailey was selected as the top candidate; and,

WHEREAS, the City Manager recommends Ms. Bailey to fill the position of City Clerk.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax appoints Marguerite Bailey as City Clerk.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of October 2021 by the following vote of the Council:

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

ATTEST:

Sean Lomen, Mayor

Amy Lind, Interim City Clerk



Staff Report to City Council

FOR THE OCTOBER 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – Calendar Year 2021-Q2

Budget Impact Overview:

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

Summary/Background

The City provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have now received the final Accounting for Sales and Use Tax revenues for the quarter ended June 30, 2021 which closes out the accounting for the fiscal year 2020-2021.

Forecasting Sales and Use Tax Revenue is always a challenge. Based on the COVID-19 Pandemic which added a new level of uncertainty, the City adopted a very conservative forecast for the fiscal year 2020-2021 budget - which was a 20% decrease of FY 2018-2019 sales tax revenues. At the mid-year budget review (February 2021) our analysis indicated higher receipts and we elected to increase the budget forecast for the 2020-2021 fiscal year by \$125,000 (approximately 11% of adopted budget) to a total of \$1,250,000.

As reflected in the chart below, actuals for the fiscal year 2020-2021 in the amount of \$1,424,798 exceeded the final budget by \$174,798 (14%) but was still \$99,513 (-7%) lower than the previous fiscal year.

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	TOTAL	Budget	% of Budget	Budget Diff
Fiscal Year 2021-2022					\$ -	\$ 1,260,000		
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$ 1,250,000	114%	\$ 174,798
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$ 1,450,000	105%	\$ 74,302
Fiscal Year 2018-2019	\$ 354,152	\$ 353,870	\$ 336,721	\$ 356,865	\$ 1,401,608	\$ 1,350,000	104%	\$ 51,608
% Change - Previous Calendar Qtr	4%	-13%	-4%	12%				
% Change - Same Qtr - Prev Year	-14%	6%	-12%	-2%	-7%	-14%		

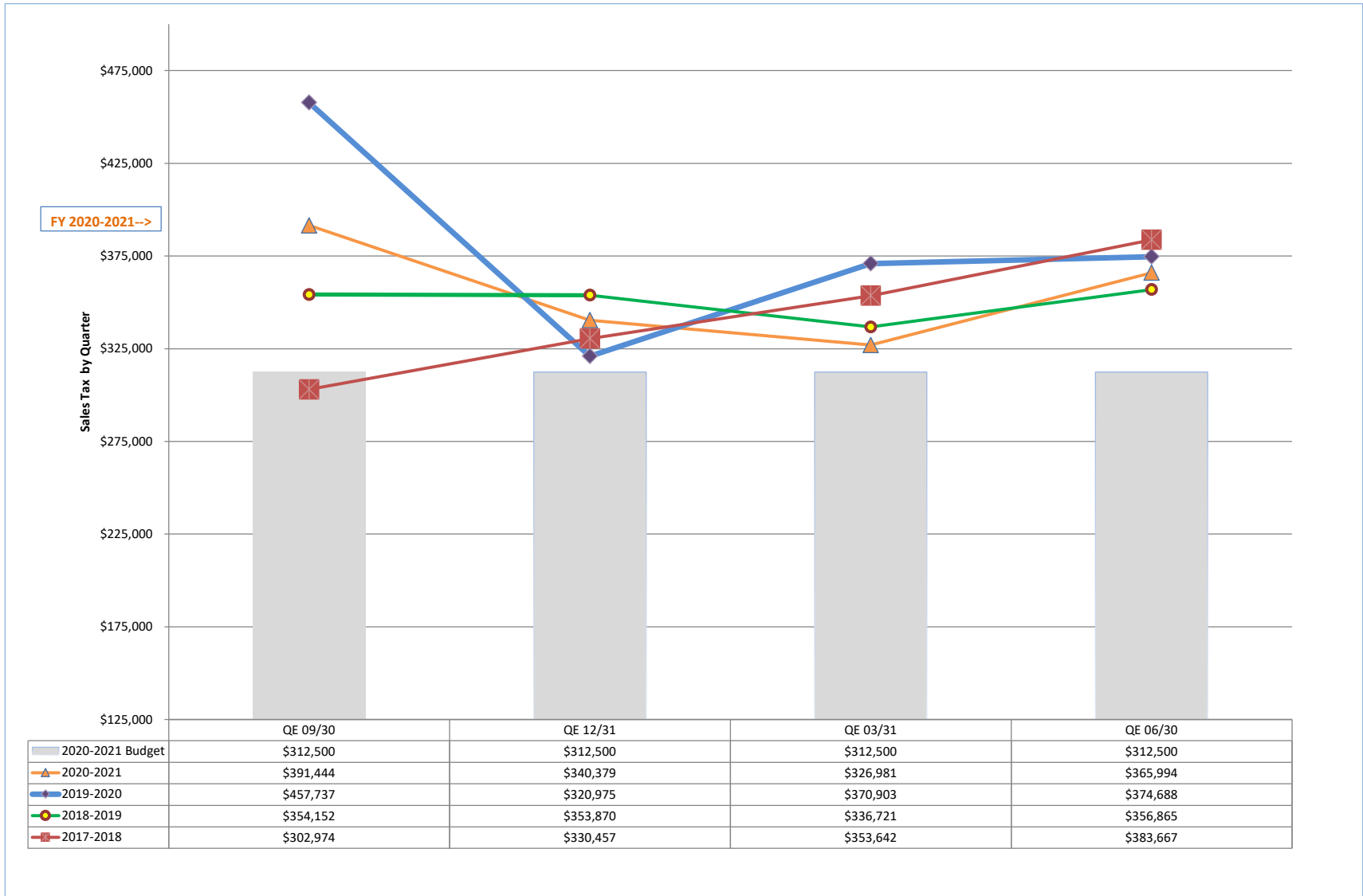
Fiscal and Budget Impacts

The budget for sales tax revenue for the new fiscal year 2021-2022 is just slightly higher (less than 1%) than the actual revenues for fiscal year 2020-2021. Staff will continue to monitor and provide updates as additional information is available.

Attachments:

1. Graph – City of Colfax – Sales and Use Tax Revenues
2. Chart – City of Colfax – Sales and Use Tax Revenues History

City of Colfax Sales and Use Tax Revenues (Actuals Through Quarter Ended 06/30/2021)



City of Colfax

Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

	Actuals	Change	% Change
1999-2000	\$ 478,169		
2000-2001	\$ 484,801	\$ 6,632	1%
2001-2002	\$ 592,392	\$ 107,591	22%
2002-2003	\$ 581,749	\$ (10,643)	-2%
2003-2004	\$ 601,276	\$ 19,527	3%
2004-2005	\$ 707,515	\$ 106,239	18%
2005-2006	\$ 749,583	\$ 42,068	6%
2006-2007	\$ 752,431	\$ 2,848	0%
2007-2008	\$ 648,989	\$ (103,442)	-14%
2008-2009	\$ 540,051	\$ (108,938)	-17%
2009-2010	\$ 538,549	\$ (1,502)	0%
2010-2011	\$ 551,953	\$ 13,404	2%
2011-2012	\$ 571,943	\$ 19,990	4%
2012-2013	\$ 706,828	\$ 134,885	24%
2013-2014	\$ 928,729	\$ 221,901	31%
2014-2015	\$ 956,342	\$ 27,613	3%
2015-2016	* \$ 1,104,357	\$ 148,015	15%
2016-2017	\$ 1,103,560	\$ (797)	0%
2017-2018	\$ 1,370,741	\$ 267,181	24%
2018-2019	\$ 1,401,608	\$ 30,867	2%
2019-2020	\$ 1,524,302	\$ 122,694	9%
2020-2021	\$ 1,424,789	\$ (99,513)	-7%

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*



Staff Report to City Council

FOR THE OCTOBER 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: 2022 TOT Ballot Measure Outreach- SCI Consulting Group

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$18,250	Fund(s): 100
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RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with SCI Consulting Group for Transient Occupancy Tax Ballot Measure outreach services in an amount not to exceed \$18,250.

Summary/Background

During the development of the 2-year budget process, council provided guidance for staff to pursue increasing the Transient Occupancy Tax (TOT) in the second year budget (2021/22). The City's current TOT percentage is 8%. Staff is recommending increasing the percentage to 10%, which is the average across California.

California Constitution Article XIII C Section 2(b) and Government Code Section 53723 require a majority vote of residents at a regularly scheduled election for members of the City Council to impose, extend or increase a general tax:

“(b) No local government may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body. (California Constitution Article XIII C §2(b)).

Staff is recommending that the TOT, including the increase, remain as a general tax and not become a special tax because a general tax requires only a majority vote from the constituency whereas a special tax requires a 2/3 vote to be approved.

Staff is confident the development of the necessary ordinance changes and ballot language can be handled in-house. Staff is recommending the use of a third-party consulting firm to develop and implement the outreach needed for successful presentation of the TOT Ballot Measure.

SCI Consulting Group provided the City with a proposal to perform outreach for the ballot measure that demonstrates the knowledge and experience necessary to carry out the task. Given the City has positive experience working with SCI Consulting Group in the past, staff is recommending council authorize the City Manager to enter into an agreement with SCI Consulting Group for Transient Occupancy Tax Ballot Measure outreach services in an amount not to exceed \$18,250.

SCI Consulting Group contract would commence at an appropriate time prior to the 2022 election and conclude at the conclusion of the Election Day.

FISCAL IMPACT:

The cost of the agreement is funded from Fund 100. If the ballot measure is approved, the anticipated return on investment is 9-months.

Attachments

1. Resolution __-2021
2. SCI Consulting Group Agreement

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SCI CONSULTING GROUP FOR TRANSIENT OCCUPANCY TAX BALLOT MEASURE OUTREACH SERVICES IN AN AMOUNT NOT TO EXCEED \$18,250.

WHEREAS, City Council provided guidance for staff to pursue increasing the Transient Occupancy Tax in the second year budget (2021/22); and,

WHEREAS, California Constitution Article XIII C Section 2(b) and Government Code Section 53723 require a majority vote of residents at a regularly scheduled general election for members of the City Council in order to impose, increase or extend any general tax; and,

WHEREAS, the City’s existing transient occupancy tax is a general tax which the City Council intends will remain as such; and,

WHEREAS, SCI Consulting provided the City with a proposal to perform outreach for the ballot measure that demonstrates the knowledge and experience necessary to carry out the task; and,

WHEREAS, Staff is recommending Council authorize the City Manager to execute an agreement with SCI Consulting for Transient Occupancy Tax Ballot Measure outreach services in an amount not to exceed \$18,250.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute in the name of the City an agreement with SCI Consulting Group for Transient Occupancy Tax Ballot Measure outreach services in an amount not to exceed \$18,250.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of October 2021 by the following vote of the Council:

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

ATTEST:

Sean Lomen, Mayor

Amy Lind, Interim City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **14 day of October ,2021** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **SCI Consulting Group**("Consultant").

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is 13 months from the execution date.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: SCI Consulting Group
 44745 Mangels Boulevard
 Fairfield, CA 94534

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

September 17, 2021

Submitted via email

wes.heathcock@colfax-ca.gov

Wes Heathcock, City Manager
City of Colfax
33 South Main Street
Colfax, CA 95713

Re: Proposal for Transient Occupancy Tax Election and Informational Outreach Services

Dear Mr. Heathcock:

SCI Consulting Group (“SCI”) is pleased to submit, for your review, this brief proposal to provide Tax Election, Outreach, and Other Professional Consulting Services for the City of Colfax (the “City”). Our proposed services for this project include:

- Election Services for a Transient Occupancy Tax (“TOT”) Measure
- Informational Outreach Services

By way of introduction, SCI is a California Chapter S Corporation formed in 1985 and uniquely focused on revenue enhancement services for public agencies, including planning, designing, justifying, and successfully establishing new districts, zones, and associated revenues for their service and capital improvement needs, and managing special levies.

SCI provides year-round tax and assessment administration services and planning services for clients throughout California. Our firm currently administers nearly 1,000 assessments, taxes, and fees for 200 public agencies. SCI’s planning projects have included hundreds of development impact studies, facility and financing plans, demographic studies, cost of service and fee justification studies, and other planning and real estate studies.

We also offer extensive expertise with the important legal and procedural issues involving public opinion surveys and feasibility analyses, regularly scheduled and special elections, benefit assessments, special taxes and fees, and other revenue mechanisms. The principals at SCI are acknowledged experts on all these topics and were involved with the cleanup legislation for Proposition 218.

We respectfully offer the following strengths, which differentiate our firm from others, for your consideration:

SUCCESSFUL BALLOTING RESULTS For large agency-wide or community-wide funding measures, such as the proposed measure for the City, SCI has a success rate of over 90% with over 130 successful ballot and local funding measures to date.

COMPREHENSIVE KNOWLEDGE OF PLACER COUNTY We have worked extensively throughout Placer County, and currently provide, or have provided, assessment and special tax administration, as well as other consulting services to numerous public agencies within Placer County, including:

- Auburn Area Recreation and Park District
- County of Placer
- Foresthill Fire Protection District
- Loomis Fire Protection District
- South Placer Fire Protection District
- North Tahoe Public Utilities District
- Penryn Fire Protection District
- Placer Mosquito Vector Control District
- South Placer Fire Protection District
- Tahoe Resource Conservation District
- Truckee Fire Protection District
- Truckee-Donner Recreation and Park District

CONTINUITY OF STAFF AND FIRM SCI has provided public finance consulting services to public agencies for over 36 years. We are exclusively focused on these highly specialized services. Our staff and firm have unmatched continuity. In addition, SCI has retained the same service area focus since 1984.

EXCELLENT AUDITOR REFERENCES Auditors and Tax Collectors witness firsthand the relative quality and accuracy of our special levy submittals, and we maintain excellent relationships with Auditors throughout the State.

UNMATCHED ABILITY TO HANDLE LARGE AREA/COMPLEX LEVIES SCI has successfully formed more agency-wide benefit assessments than all other firms in the State combined. This is further evidence of our ability to form and administer new assessments. These include new assessments covering all parcels in Alameda, Orange, San Diego, San Joaquin, San Mateo, Santa Clara Counties, and many other large and small assessments throughout the State.

LOW OVERHEAD/LOW-COST PROVIDER We understand that levy administration services must provide cost-effectiveness, particularly to keep the City's costs within budget constraints. For this reason, we maintain the lowest overhead and leanest structure in the industry. While other firms maintain multiple offices, hierarchical administration, and much higher overhead costs, we operate more effectively and with much lower overhead from one central office in an economically favorable business area.

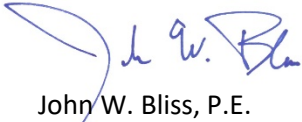
UNMATCHED TECHNICAL CAPABILITIES Aside from our administrative staff, every employee in our firm is a database expert. We have developed in-house, specialized programs to improve our survey and levy administration services. We are also GIS and mapping experts. We invite you to compare our database and technical expertise with the staff from any other firm.

UNMATCHED RESPONSIVENESS AND CUSTOMER SERVICE We invite you to call our toll-free taxpayer inquiry line at (800) 273-5167 and compare our level of service and responsiveness with any other firm. We answer calls directly with knowledgeable levy administration staff, including available representatives who are fluent in Spanish. We also provide the highest level of service and responsiveness for all our clients, including responding to all our clients within the same day.

OUR CLIENTS ARE OUR BEST REFERENCES We sincerely encourage you to speak with any of our clients, not only the listed references. They will attest to the comprehensive nature of our services, our level of client responsiveness, and our levy administration abilities.

We look forward to this opportunity to assist the City with this important project and stand ready to proceed. If you have any questions or require additional information, please do not hesitate to contact Kyle. He can be reached at (707) 430-4300 or via email at kyle_tankard@sci-cg.com.

Sincerely,

A handwritten signature in blue ink that reads "John W. Bliss". The signature is stylized and cursive.

John W. Bliss, P.E.
President

cc: Alfred A. "Mick" Cabral
Kyle Tankard, SCI Consulting Group
Susan Barnes, SCI Consulting Group

WORK PLAN

Based upon our current understanding of the services needed by the City, we propose the following scope of work and approach:

Task 1: TOT Election Services

1. Review the Resolution of Consolidation with City staff and the City's legal counsel and, if necessary, incorporate revisions.
2. Assist the City and its legal counsel in responding to registered voter questions and comments at Council meetings, as needed.

County Registrar of Voters Services

The County Registrar of Voters provides certain election services, including signature verification and ballot tabulation services. Please note that the County Registrar of Voter services cost is not included in this proposal, and the City will need to contact the County separately regarding their costs.

Task 2: Informational Outreach Services

1. Assist with public informational outreach strategies and registered voter informational services.
2. Prepare question and answer documents, informational handouts, and other materials.
3. Train City staff who may respond to registered voters or present the proposed TOT to the public.
4. Conduct public outreach workshops as appropriate.

PROJECT TEAM

If selected, Kyle Tankard, Senior Consultant, would serve as the project manager. He will be assisted by Susan Barnes, Senior Consultant with SCI. Kyle and Susan do not have any work commitments interfering with their responsiveness and ability to successfully complete the project within a reasonable timeframe.

Kyle Tankard, Senior Consultant

Kyle Tankard leads the formation and administration of local revenue measures, including taxes, assessments, and fees. His knowledge includes public opinion research projects, media and educational outreach experience, GIS mapping, and database management services. He ensures that his clients’ needs are met and is committed to building and maintaining positive client relationships. Also, Kyle leads SCI’s Local Cannabis Policy practice group. Kyle graduated from the University of California, Santa Cruz, with a Bachelor of Arts in Environmental Studies with a GIS emphasis.

Susan Barnes, Senior Consultant

Susan Barnes contributes over twelve years of experience in finance, administration, and consulting services to the SCI team. Susan has expertise in creating and administering taxes, assessments, fees, public opinion research projects, meeting facilitation, and other consulting services. In addition, Susan has extensive media and educational outreach experience. Susan graduated from the University of California, Berkeley with a Bachelor of Science in Business Administration and holds a master’s degree in Organizational Development from Sonoma State University.

FEE SCHEDULE / MANNER OF PAYMENT

As outlined in the Work Plan, compensation for the scope of work and related consulting services are as follows. After the completion of each task, SCI shall submit an invoice for each task performed.

TASK	Fixed Fee
Task 1: Election Services	\$1,500
Task 2: Informational Outreach Services	\$15,000
Incidental Costs NTE	\$1,750
TOTAL PROJECT COST	\$18,250

The scope of work includes up to (2) in-person meetings. Compensation for additional in-person meetings shall be \$1,050 per meeting. Compensation for out-of-scope services shall be billed at the hourly billing rate of \$210 per hour.

The fee schedule does not include any costs from the County Registrar of Voters, such as printing and mailing election materials, signature verification, and ballot tabulation. The City should contact the County directly regarding their costs for the election.

SCI incurred incidental costs for the purchase of property data, maps, travel, and other out-of-pocket expenses shall be reimbursed at actual cost with the total not to exceed \$1,750 without prior authorization from the City.

It is important to note that all costs associated with the TOT levies can recover the scope of services if the City proceeds and is successful with a funding measure.

ADDITIONAL INFORMATION

Employment Policies

SCI does not and shall not discriminate against any employee in the workplace or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, age, or any other arbitrary basis. SCI Consulting Group ensures compliance with all civil rights laws and other related statutes.

Conflict of Interest Statements

SCI has no known past, ongoing or potential conflicts of interest for working with the City, performing the Scope of Work, or any other service for this Project.

Insurance

SCI carries professional Errors and Omissions insurance of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance of \$2 million per occurrence and \$4 million aggregate.

Independent Contractor

If selected, SCI shall perform all services included in this proposal as an independent contractor.



Staff Report to City Council

FOR THE OCTOBER 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Recology Franchise Fee Audit – R3 Consulting

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$7,000	Fund(s): 100 (Reimbursable)
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RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with R3 Consulting to perform an audit of the franchise fees paid by Recology for the review period 2016-2021 in an amount not to exceed \$7,000.

Summary/Background

City Council approved a contract extension with Recology in 2016 to provide exclusive solid waste services to the City of Colfax. The contract term is valid until 2036 with an automatic 5-year extension if there is no material breach of the agreement. The contract included several changes to the service including free unlimited organics collection for commercial accounts, an increase in Universal Waste collection for residents, and a 10% franchise fee based on gross receipts. In addition, the contract includes a franchise fee evaluation (audit) to be performed every five-years at the hauler’s expense identified in Section 4.2.1 of the agreement.

The first franchise fee evaluation is to occur in 2021 for the years 2016-2021. The cost of the audit is reimbursable by Recology up to \$7,000. Staff has solicited R3 Consulting services to perform the necessary audit of the franchise fee submitted by Recology for the specified period. The objective is to determine if the fees were remitted to the City in the amount specified by the contract terms. R3 Consulting submitted a proposal to provide the aforementioned services in an amount not to exceed \$7,000.

Staff is recommending Council authorize the City Manager to execute an agreement with R3 Consulting to perform an audit of the franchise fees paid by Recology for the review period 2016-2021. Recology has concurred with staff recommendation to utilize R3 Consulting service for the audit.

FISCAL IMPACT:

The cost of the agreement is funded from Fund 100 and the expenditure will be reimbursed by the franchise hauler for an amount up to \$7,000 specified in the franchise hauler agreement.

Attachments

1. Resolution __-2021
2. R3 Consulting Audit Agreement

City of Colfax City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH R3 CONSULTING TO PERFORM AN AUDIT OF THE FRANCHISE FEES PAID BY RECOLOGY FOR THE REVIEW PERIOD 2016-2021 IN AN AMOUNT NOT TO EXCEED \$7,000.

WHEREAS, City Council approved a contract extension with Recology in 2016 to provide exclusive solid waste services to the City of Colfax; and,

WHEREAS, The contract includes a franchise fee evaluation (audit) to be performed every five-years at the hauler’s expense identified in Section 4.2.1 of the agreement; and,

WHEREAS, The first franchise fee evaluation is to occur in 2021 for the years 2016-2021 reimbursable by the franchise hauler; and,

WHEREAS, Staff is recommending Council authorize the City Manager to execute an agreement with R3 Consulting to perform an audit of the franchise fees paid by Recology for the review period 2016-2021.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with R3 Consulting to perform an audit of the franchise fees paid by Recology for the review period 2016-2021 in an amount not to exceed \$7,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of October 2021 by the following vote of the Council:

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

ATTEST:

Amy Lind, Interim City Clerk

Sean Lomen, Mayor

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **14 day of October ,2021** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **R3 Consulting** ("Consultant").

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is one (1) year from the date of execution.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: R3 Consulting
 1512 Eureka Road, Suite 220
 Roseville, CA 95661

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney



September 1, 2021

Mr. Wes Heathcock
City Manager
City of Colfax
P.O. Box 702, Colfax, CA
submitted via email: wes.heathcock@colfax-ca.gov

SUBJECT: Proposal for Franchise Fee Audit

Dear Mr. Heathcock,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to conduct a franchise fee audit for the City of Colfax (City).

As a part of this engagement, R3 will conduct a full review of Recology's reported gross revenues, checking for mathematical accuracy and logical consistency to verify that the City is receiving accurate franchise fee payments.

Carrie Baxter will serve as Project Manager and primary point of contact for this engagement. She will be supported by **Nikhil Tagore-Erwin**. Resumes are available upon request.

* * * * *

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal or need any additional information, please don't hesitate to reach out directly.

Sincerely,

Carrie Baxter | *Project Manager*
R3 Consulting Group, Inc.
916.878.7413 | cbaxter@r3cgi.com

1. SCOPE OF WORK

Task 1 Franchise Fee Payment Evaluation

The purpose of a Franchise Fee Payment Evaluation is to determine the accuracy of franchise fee payments made to the City covering calendar years 2016 through 2020.

R3 will begin by requesting the following information from the City and or Recology to complete our review of the franchise fee payments:

- › An electronic copy of the Franchise Agreement and any amendments;
- › Record of franchise fee payments received covering calendar years 2016 through 2020;
- › Record of billings for the last complete billing cycle in sortable Excel format;
- › Approved rate sheet(s); and
- › Record of Recology's gross revenues covering calendar years 2016 through 2020.

Upon receiving Recology's gross revenues reports from calendar years 2016 through 2020, R3 will evaluate whether the franchise fees have been correctly calculated and paid to the City during the five calendar years.

As part of our review of Recology's report, we will independently analyze the recent billing cycle(s) to determine if all rates charged have been approved (e.g., are there any charges that are billed but not listed on the approved rate schedule such as finance charges, push/pull charges, etc.)

Following our review, R3 will provide a report to present our findings.

2. PROJECT BUDGET

We will complete the proposed Scope of Work on a time-and-materials basis, for a not-to-exceed budget totaling **\$7,000**.

Billing Rates

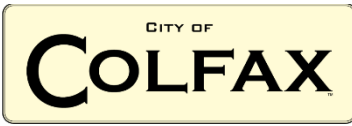
In the table below, we have provided our hourly billing rates for the R3 Project Team that may be involved in providing solid waste consultant services. These hourly rates are effective May 1, 2021 and are subject to periodic adjustments based on CPI.



CLASSIFICATION	HOURLY RATE
Principal	\$265 per hour
Project Director	\$235 per hour
Senior Project Manager	\$205 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.



Staff Report to City Council

FOR THE OCTOBER 13, 2021 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: SB 1383 Compliance Assistance – R3 Consulting

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$10,000	Fund(s): 100
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RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance in an amount not to exceed \$10,000.

Summary/Background

The State of California CalRecycle Department is responsible for regulating the handling of solid waste. CalRecycle presented a 75% landfill diversion plan to the State Legislature in 2013. The 75% diversion plan included five areas the State should focus on to achieve the goal – moving organics out of the landfill, expanding recycling infrastructure, exploring new models for State and Local funding of materials management programs, promoting State procurement of post-consumer recycled content products, and promoting extended producer responsibility.

State legislation has placed a heavy focus on the organics diversion since the 75% diversion goal was established with AB 1826 Mandatory Commercial Organics and the more recent SB 1383 focused on residential customers. The City of Colfax is in compliance with AB 1826 through the free commercial organics collection program Council established in the 2016 agreement extension with Recology. SB 1383 requires jurisdictions to have programs implemented by January 1, 2022 with the potential to extend the deadline if the jurisdiction is taking actions to implement necessary programs.

SB 1383 requires jurisdictions to provide organic collection (food waste) for residential customers, conduct education on the legislation, establish or identify food recovery programs, and adopt local governance requiring an enforcement ordinance. The City believes Colfax will be exempt from the collection component of the legislation due to population size and amount of waste landfilled in 2014.

Given the complexity of SB 1383 compliance requirements, staff is recommending utilizing a consultant that specializes in the solid waste industry to analyze and develop compliance programs/procedures. R3 Consulting has the experience necessary to achieve the tasks needed to comply with SB 1383; therefore, staff is recommending Council authorize the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance.

FISCAL IMPACT:

The cost of the agreement is funded from Fund 100 in an amount not to exceed \$10,000.

Attachments

1. Resolution __-2021
2. R3 Consulting SB 1383 Compliance Assistance Agreement

City of Colfax City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH R3 CONSULTING FOR SB 1383 COMPLIANCE ASSISTANCE IN AN AMOUNT NOT TO EXCEED \$10,000.

WHEREAS, The State of California CalRecycle Department is responsible for regulating the handling of solid waste. CalRecycle presented a 75% landfill diversion plan to the State Legislature in 2013; and,

WHEREAS, State legislation has placed a heavy focus on the organics diversion since the 75% diversion goal was established with AB 1826 Mandatory Commercial Organics and the more recent SB 1383 focused on residential customers; and,

WHEREAS, SB 1383 requires jurisdictions to have programs implemented by January 1, 2022 with the potential to extend the deadline if the jurisdiction is taking actions to implement necessary programs; and,

WHEREAS, Given the complexity of SB 1383 compliance requirements, staff is recommending utilizing a consultant that specializes in the solid waste industry to analyze and develop compliance programs/procedures.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance in an amount not to exceed \$10,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of October 2021 by the following vote of the Council:

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

ATTEST:

Amy Lind, Interim City Clerk

Sean Lomen, Mayor

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **14 day of October ,2021** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **R3 Consulting** ("Consultant").

RECITALS

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

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: R3 Consulting
 1512 Eureka Road, Suite 220
 Roseville, CA 95661

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

September 1, 2021

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

submitted via email: wes.heathcock@colfax-ca.gov

SUBJECT: Proposal for SB 1383 Compliance Assistance

Dear Mr. Heathcock,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to assist the City of Colfax (City) with SB 1383 compliance assistance. R3 understands that the City formally submitted an exemption from SB 1383 to CalRecycle in February 2021; however, CalRecycle has not finalized the exemption waiver process. R3 will assist the City in completing the department-issued exemption form following an analysis where R3 will evaluate which legislative requirements allow for the exemption, and how they apply to the City.

The focus will be to identify what services or changes the City may need for current regulations, including AB 341, AB 1826, and SB 1383 compliance. R3 will provide an assessment on the programs that the City may request to be waived and assist the City in submitting the department-issued exemption form when CalRecycle begins to accept them in Fall of 2021.

Our team has been actively tracking the development of the regulations of SB 1383 and have participated in the rule-making process through their finalization on November 3, 2020. We know SB 1383 has complex requirements, which affects many aspects of solid waste collection and post-collection systems. While haulers can assist in implementation of many aspects of the law, agencies, ultimately, bear responsibility for its implementation. Through this project, we will work with you to establish a coordinated approach for the City, thus facilitating a cost-effective and smooth transition into implementation for the City, Recology, and of course, for your solid waste customers.

Carrie Baxter will serve as Project Manager and primary point of contact for this engagement. **Richard Tagore-Erwin** will serve as Principal-in-Charge and has the authority to contractually obligate R3 and negotiate contacts on behalf of the organization.

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Carrie Baxter | Project Manager
R3 Consulting Group, Inc.
916.878.7413 | cbaxter@r3cgi.com



Richard Tagore-Erwin | Principal-in-Charge
R3 Consulting Group, Inc.
916.813.3702 | rterwin@r3cgi.com

Project Understanding

We understand that the City of Colfax (City) has formally submitted a request to CalRecycle for an exemption from all SB 1383 requirements. Section 18984.12 (Waivers and Exemptions Granted by the Department) allows a jurisdiction like Colfax to request an exemption for up to five years if it reported less than 5,000 tons of solid waste in the state's disposal reporting system in 2014, or if the total population is less than 7,500 people. CalRecycle is required to review and evaluate all waiver requests within 90 days and approve requests if a jurisdiction meets these requirements; however, CalRecycle has indicated that they are not set up to accept exemption requests yet.

Project Approach

R3 proposes to meet the City's needs by working collaboratively in evaluating gaps in compliance with current programs. The goal will be to develop a program that is both compliant with current legislation and cost-effective for the City's ratepayers. Given our extensive, recent experience assisting numerous jurisdictions with the planning and implementation of SB 1383, we understand the importance of prioritizing each of the requirements and are adept at guiding municipal agencies through the many requirements of SB 1383.

Task 1 Assessment of Programs

R3 will perform an analysis to identify those areas for which there is a gap in compliance and to determine areas that are exempt under Section 18984.12 (Waivers and Exemptions Granted by the Department).

R3 will provide an assessment on the programs that the City may request to be waived from CalRecycle as they relate to SB 1383 preparedness, including:

- › Combined Organic Waste Collection Services (*Section 18984*)
 - Three-Container Organic Waste Collection Services (*Section 18984.1*)
 - Two-Container Organic Waste Collection Services (*Section 18984.2*)
 - Unsegregated Single Container Collection Services (*Section 18984.3*)
- › Recordkeeping Requirements for Compliance with Organic Waste Collection Services (*Section 18984.4*)
- › Container Contamination Minimization (*Section 18984.5*)
- › Recordkeeping Requirements for Container Contamination Minimization (*Section 18984.6*)
- › Container Color Requirements (*Section 18984.7*)
- › Container Labeling Requirements (*Section 18984.8*)
- › Organic Waste Generator Requirements (*Section 18984.9*)
- › Commercial Business Owner Responsibilities (*Section 18984.10*)
- › Waivers Granted by a Jurisdiction (*Section 18984.11*)
- › Waivers and Exemptions Granted by the Department (*Section 18984.12*)
- › Emergency Circumstances, Abatement, Quarantined Materials and Federally Regulated Waste (*Section 18984.13*)

R3 will conduct the assessment through evaluation of the existing enforcement mechanisms (franchise agreements, City Municipal Code, Environmental Preferable Purchases and Practices Policies), and collaborative meetings with City staff.

For each SB 1383 requirement, R3 will provide a rating that describes:

1. If there is a similar existing requirement via other legislation, such as AB 1826, and indicating which party(ies) are responsible for the similar requirement;
2. If there is a similar existing requirement, assess current compliance activities conducted by the party responsible against the upcoming requirements of the law and identify changes that need to be made, assuming no changes in responsible party; or
3. If there is no similar requirement (such as for edible food recovery), R3 will assess current conditions and make recommendations that provide a pathway to compliance.

Task 2 Exemption Waiver Application

CalRecycle has indicated that the department will begin accepting exemption requests on its department-issued exemption form in the Fall of 2021. Based on the finding from the assessment completed in Task 1, R3 will complete the department-issued exemption form for the City to submit to CalRecycle.

Task 3 Identification of Tier 1 and Tier 2 Edible Food Generators

SB 1383 requires planning for the requirements of edible food recovery and reporting will necessitate engagement with other jurisdictions within Placer County. Enforcement, which is required to begin in 2024, should be explored in concert with applicable County & City departments and other jurisdictions in the County.

Prior to January 1, 2022, the City is required to identify Tier 1 and Tier 2 Edible Food Generators. R3 will assist the City in identifying the Tier 1 and Tier 2 Generators and Edible Food Recovery Organizations.

Task 4 Recordkeeping for Waivers and Exemptions

If the City is exempt from some or all requirements of Article 3 in 14 CCR 18984 (listed in Task 1), R3 will assist in compiling an implementation record as required in Section 18984.14.

We will complete the proposed Scope of Work on a time-and-materials basis, for a not-to-exceed budget, totaling **\$10,000**.

Billing Rates

In the table below, we have provided our hourly billing rates for the R3 Project Team that may be involved in providing solid waste consultant services. These hourly rates are effective May 1, 2021 and are subject to periodic adjustments based on CPI.



CLASSIFICATION	HOURLY RATE
Principal	\$265 per hour
Project Director	\$235 per hour
Senior Project Manager	\$205 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.