



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

REGULAR MEETING AGENDA

June 27, 2018

Regular Session 7:00 PM

1. CALL TO ORDER

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

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

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

2. PRESENTATION

- 2A. Colfax Green Machine – 3rd of July Celebration Update
Andrea Harrison – Green Machine President

3. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

- 3A. Minutes – Regular meeting June 13, 2018
Recommendation: Approve the Minutes of the Regular Meeting of June 13, 2018.
- 3B. Cash Summary – May 2018
Recommendation: Receive and file.
- 3C. Gann Appropriations Limit
Recommendation: Adopt Resolution 45-2018 certifying compliance with the Fiscal Year 2017-2018 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal Year 2018-2019.
- 3D. South Auburn Hotel Mitigation and Impact Fee Adjustments
Recommendation: Adopting Resolution 46-2018 approving adjustments to the mitigation and impact fees for the South Auburn Hotel as agreed upon by the Land Use/ New Development Strategies Committee.
- 3E. 2018 ADA Improvements Project – Award of Contract
Recommendation: Adopt Resolution 47-2018 augmenting the Fiscal Year 2017/ 18 Budget by \$4,000 for the ADA Improvements Project and authorizing the City Manager to enter into a construction agreement with B&M Builders in an amount not to exceed \$26,000.
- 3F. Facilities agreement for South Auburn Street and I-80 Roundabout Project with Placer County Water Agency (PCWA)
Recommendation: Adopt Resolution 48-2018 authorizing the City Manager to execute a facilities agreement with Placer County Water Agency for waterline relocation for the South Auburn Street and I-80 Roundabout Project.



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

June 27, 2018

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3G. Human Resource Services Consultant Agreement

Recommendation: Adopt Resolution 49-2018 authorizing the City Manager to enter into a service agreement with Koff and Associates for on-call human resource services as a participating agency of the Sacramento Area Council of Governments (SACOG) Joint Human Resource Services Agreement in an amount not to exceed \$30,000 for a two year term.

4. PUBLIC COMMENT

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

5. COUNCIL, STAFF AND OTHER REPORTS

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

5A. Committee Reports and Colfax Informational Items - All Councilmembers

5B. City Operations Update – City staff

5C. Additional Reports – Agency partners

6. PUBLIC HEARING

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:	
1. Open the public hearing	2. Presentation by staff
3. Statement from applicant (if applicable)	4. Council comments and questions
5. Accept public testimony	6. Council comments and questions
7. Close public hearing. (No public comment is taken after the hearing is closed)	8. City Council action
Public hearings that are continued will be announced. The continued public hearing will be listed on a subsequent Council Meeting Agenda and posting of that agenda will serve as notice.	

6A. Public Hearing on the written report of delinquent sewer service charges and delinquent refuse collection fees

Recommendation: Conduct a public hearing to consider public and staff comments and adopt separate resolutions requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax roll for Tax Year 2018-2019.

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

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

8. ADJOURNMENT

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


Lorraine Cassidy, City Clerk

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



City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, June 13, 2018
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. **Call to Order**

Mayor Stockwin called the meeting to order at 7:00PM.

1B. **Pledge of Allegiance**

Battalion Chief Brian Eagan led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

1D. **Approval of Agenda Order**

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

AYES: Douglass, Harvey, Mendoza, Stockwin

2 PRESENTATION

2A. **Auburn Interfaith Food Closet**

Andy Hayes, Vice President

Mr. Hayes gave a PowerPoint presentation explaining the services provided by the Food Closet. The organization is 20 years old and has no paid staff. Donations received by the food closet go to services efficiently and effectively. Mr. Hayes stated the organization serves many families in Colfax. He would like to add an annual food drive so Colfax residents can easily participate in contributions. Auburn Interfaith has recently purchased land through an endowment and is actively fundraising to build a new facility which will allow expansion of programs. Mr. Hayes requested individuals consider financially supporting the group for the costs of construction. His presentation was well received by both the Council and the public.

3 CONSENT CALENDAR

3A. **Minutes - Regular Meeting May 23, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of May 23, 2018.

3B. **Modify language in agreement with Safe Side Security**

Recommendation: Accept and file the Cash Summary Report: April 2018.

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

AYES: Douglass, Harvey, Mendoza, Stockwin

4 PUBLIC COMMENT

Rich Miller, Placer County Resident

- Mr. Miller pointed out a misstatement in the minutes regarding applicability of taxes for medicinal cannabis products.

Tim Ryan, 300 S. Main Street

- Mr. Ryan suggested the City consider billing sewer fees monthly or on the tax rolls instead of bi-monthly.

Janice LeRoux, Colfax First Five

- Ms. LeRoux announced a State pre-school will re-open at Colfax Elementary School beginning in August to provide services for 3-4 year olds 5 mornings per week. Interested parents can call (530) 745-1380 to ask more questions.

Penny Todd, Commercial Property Owner in Colfax

- Ms. Todd spoke to Council regarding her dismay over the recent re-evaluation of her sewer charges which has caused a hardship for her tenants.

Tim Pruss, Business owner of 216-234 S. Auburn Street

- Mr. Cruz spoke to Council regarding his concern over the re-evaluation of his sewer charges which is causing hardship for his tenants.

Terry Murphy, Invisions Salon owner

- Ms. Murphy spoke about the hardship caused by the raise of her rental caused by sewer re-evaluations.

Rita Dolphin, 54 Quinns Lane

- Ms. Dolphin concurred with the previous speakers regarding sewer rates and expanded that as a resident the sewer fees are also a hardship for her family.

Carol Fontana, unknown residence

- Ms. Fontana stated sewer rates are lower in nearby jurisdictions and Colfax should lower the rates.

Benjamin Roberts, 33 S. Auburn

- Mr. Roberts stated he would like to open a Bed and Breakfast in Colfax, but would not be able to afford the rates caused by a re-evaluation of his sewer fees.

John Blotti, 141 S. Foresthill

- Mr. Blotti stated the sewer rates are excessive and implored Council to come up with a solution.

Karen Brighting, 221 Treasurton

- Ms. Brighting stated the sewer rates have gone up 20% since 2006.

5 COUNCIL STAFF AND OTHER REPORTS**5A. Committee Reports and Colfax Informational Items – All Councilmembers***Councilmember Harvey*

- Councilmember Harvey met with Mike Luken, the new Placer County Transportation Planning Agency (PCTPA) Executive Director to express the needs of Colfax relating to funding sources for transportation and roads.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza attended the Elementary School graduations and gave awards to Student Council officers on behalf of the City.
- She met with Eric Stauss regarding the potential for an Urgent Care facility in the commercially zoned lot in his development.
- She attended the Active Shooter Drill at the high school.

Councilmember Douglass

- Councilmember Douglass commented that the Sierra Vista Community Center needs to be included in plans for emergency situations as a staging area.
- He met with the Website Design Committee, attended the American Legion ceremony for a new flag at the Sierra Vista Community Center and represented the City on the Sacramento Area Council of Governments board.

Mayor Stockwin

- Mayor Stockwin cut the ribbon at the Grand Opening for the Sourdough Solutions business. The bread and waffles are great!
- He gave his last Rain Report for the season: rainfall was 49.4 inches, about half of last year's total.

5B. **City Operations – City Staff***City Manager Heathcock*

- City Manager Heathcock stated the East Church Street Connector has been paved and the Rising Sun Paving Project should go out to bid soon.
- He met with the owners of the lot at the end of Main Street to discuss the possibility of an economic development grant for developing the property to bring small artisan businesses into town.
- The City has obtained approval for the CDBG paving project on Culver Street which may go to bid this year.
- The Pond 1 Levee project is under construction and the City has submitted an application for a \$600,000 sewer grant.

5C. **Additional Reports – Agency Partners***Chief Brian Eagan, Colfax Fire Department Battalion Chief*

- Chief Eagan stated May has seen an increase in calls for service, mostly medical.
- CalFire will be at full fire season staffing next week.
- Burn season will be closing next week.
- Mayor Pro Tem Mendoza asked if the Fire Department could handle a three story building and Chief Eagan stated the resources available to the City would cover a fire in a three story building.
- City Manager Heathcock prompted Chief Eagan to explain the progress on Defensible Space Inspections which are in progress. The Department's goal is to complete inspections on the south side of the freeway this year.

Tim Ryan, Board Member of Colfax Area Chamber of Commerce

- Mr. Ryan invited everyone to the next Chamber Mixer to be held at Homie Joes Tacos on June 19th from 5:30PM-7:30PM.
- He mentioned the Grand Opening for the Sourdough Solutions and For a Good Cause Gift and Thrift businesses were well attended.

6 PUBLIC HEARING6A. **Adopt Wastewater Rate Study and Establish Sewer Service Charges**

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: Conduct a Public Hearing, review and tabulate any valid protests received and, if there is not a majority protest, adopt Resolution 42-2018 adopting the City of Colfax Wastewater Rate Study and Establishing Sewer Service Charges for Fiscal Years 2018/19, 2019/20, 2020/21, 2021/22, and 2022/23.

Mayor Stockwin opened the Public Hearing at 8:09PM

Mary Fleming and Karen McBride of RCAC gave a PowerPoint presentation explaining the process used to audit the Wastewater Treatment Plant operations and management, and to project future expenses. After extensive analysis the company recommended an increase in sewer rates. In accordance with Proposition 218, the City duly informed property owners and noticed the Public Hearing as required.

The following people identified themselves and contributed to the discussion regarding raising the sewer rates:

George Torres, 22 S. Auburn Street
 John Blotti, 141 S. Foresthill Avenue
 Margie Livingston, 213 Treasurton Street
 Jenny Livingston, 213 Treasurton Street
 Joe Fatula, Business owner
 Rita Dolphin, 54 Quinns Lane

Most comments were against raising the rates, suggestions for increasing revenue, or finding some other way to reduce costs to relieve the burden of the high costs on Colfax citizens.

Council members and staff explained the reasons for the high costs of operating the plant, including a series of lawsuits and violations in the past. These caused the state to require the City to build a new plant at a cost of around \$12 million dollars. The City is still paying the loan for construction of the plant. Staff explained connecting to County services would not alleviate the burden of the high costs associated with the plant. Council reminded the public the City has an obligation to keep the environment clean. In the end, although everyone is well aware that the costs of the plant are very high, the City still owes \$8.5 million dollars. The City needs more revenue, but at this point we are stuck with high fees.

Mayor Stockwin closed the Public Hearing.

City Clerk Cassidy tabulated the protest letters received by the close of the hearing. The City received 21 protest letters. This was not a majority of property owners subject to the rate change.

Mayor Stockwin asked for a vote of the Council.

On a motion by Councilmember Douglass and a second by Councilmember Harvey, the City Council approved Resolution 42-2018 by the following roll call vote:

AYES: Douglass, Harvey, Mendoza, Stockwin

6B. Second Reading and Adoption of Ordinance 537 Establishing a Cannabis Business Tax.

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: Read the proposed ordinance by title only, conduct a Public Hearing, waive the second reading, and adopt Ordinance 537 an Ordinance of the City of Colfax adopting Colfax Municipal Code chapter 4.14 Establishing a Cannabis Business Tax.

Mayor Stockwin opened the Public Hearing at 9:04PM.

City Attorney Cabral explained this ordinance would go into effect only if 50% plus one of the people voting in the November 6, 2018 election support the tax. This ordinance would set the maximum tax on cannabis activities.

Several members of the public commented or asked for and received clarification of the ordinance details:

John Blotti, 141 S. Foresthill Avenue
 Janis LeRoux, area resident
 Jim Dion, Colfax business owner
 Rich Miller, area resident
 Larry Hillberg, Colfax resident
 Margie Livingston, 213 Treasurton Street

Mayor Stockwin closed the Public Hearing at 9:19PM.

Council explained the tax should not be earmarked because it would then require 2/3 of the vote to pass. During the last election cycle Council presented a designated cannabis tax measure which didn't pass. Council also reminded the public that this tax will not bring in millions of dollars to the City – only an estimated \$8,000-\$12,000 dollars.

Mayor Stockwin closed the Public Hearing at 9:19PM.

On a motion by Councilmember Douglass and a second by Councilmember Harvey, the City Council waived the second reading, read by title only, and approved Ordinance 537 by the following roll call vote:

AYES: Douglass, Harvey, Mendoza, Stockwin

Mayor Stockwin called a recess at 9:21PM.

Mayor Stockwin reopened the meeting at 9:28PM.

6C. Design and Site Plan Review for South Auburn Street Hotel.

Staff Presentation: Amy Feagans, Planning Director

Recommendation: Conduct a Public Hearing, discuss and consider adopting Resolution 43-2018 approving the Mitigated Negative Declaration and the Application (#DRP-2017-03) Design Review and Site Plan Review for a three-story 69 room hotel on South Auburn Street.

Mayor Stockwin opened the Public Hearing at 9:29PM

Planner Feagans explained the parameters of the project which will be a Best Western Hotel on about a 2.5 acre parcel. The project complies with the Colfax General Plan and Zoning Code. The project has been analyzed in accordance with the California Environmental Quality Act (CEQA), and the mitigations for cultural and site disturbance are incorporated into the Conditions of Approval (COA). Council approval of the Mitigated Negative Declaration will memorialize the completion of the CEQA process. The project will bring over 50 jobs to the area as well as Transient Occupancy Tax revenues to the City. It is a win-win project. The hotel will be charged for 22 EDU's which will amount to about \$2500/month of sewer bill revenue.

Several members of the public expressed concerns regarding the impact the hotel would have on noise, trespassing on private property, and traffic patterns or road conditions due to access.

Dr. Dan Zendner, business owner, 120 Whitcomb Avenue

Jenny Livingston, 213 Treasurton Street

Mark Voracek, 225 Treasurton Street

Larry Hillberg, Colfax resident

Carol Zendner, property owner, 681 Cortopassi Court

Jeff Moorish, engineer for the applicant, assured the public that proper landscaping and fencing would address noise and trespassing concerns.

Council, staff, and the applicant discussed the concerns regarding the access. Council agreed to allow flexibility in the COA to explore the most appropriate way to create a secondary access and at the same time improve traffic flow and road conditions at the nearby intersection.

On a motion by Mayor Pro Tem Mendoza and a second by Councilmember Harvey, the City Council approved Resolution 43-2018 with the adjustments to the COA by the following roll call vote:

AYES: Douglass, Harvey, Mendoza, Stockwin

7 COUNCIL BUSINESS**7A. Consolidation and Request for Election Services by the County**

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: Discuss and consider adopting Resolution 44-2018 approving the ballot measure text to be submitted to the voters of the City imposing a cannabis business tax; declaring an election be held in the City of Colfax; requesting the Board of Supervisors to consolidate this election with any other election conducted on the same date; and requesting election services by the County Clerk.

City Attorney Cabral explained there are four seats which will be up for election at the November 6, 2018 election. The resolution declares the election, consolidates with the county and includes the language for the cannabis tax measure.

Rich Miller, area resident, thanked Council.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 44-2018.

Ayes: Douglass, Harvey, Mendoza, Stockwin

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

Mayor Pro Tem Mendoza announced the Bianchini Board is seeking someone to serve on the board.

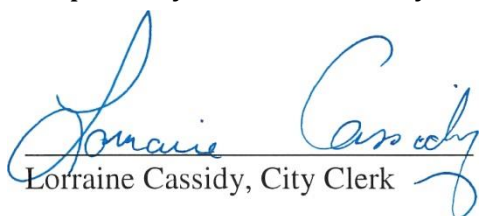
Councilmember Harvey warned the public that eventually the State will require the community to process storm water through the Wastewater Treatment Plant as well as the sewer effluent. It will be a huge expense. He recommended everyone contact State lawmakers to object.

Councilmember Douglass recommended celebrating Father's Day at the Teen Challenge restaurant at Exit 158, the Rustic Table. They offer excellent food and service.

9 ADJOURNMENT

As there was no further business, Mayor Stockwin adjourned the meeting at 10:20PM.

Respectfully submitted to City Council this 27th day of June, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: June 13, 2018
SUBJECT: City of Colfax Cash Summary Report: May 2018

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and file City of Colfax Cash Summary Report: May 2018.

BACKGROUND AND ANALYSIS:

These monthly financial reports include 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 the reports is to provide status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in May 2018. Monthly highlights include:

- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
 - Fund 250 – Streets & Roads – The balance of funding/transfer of General Funds as budgeted will finalize in June.
 - Fund 292 – Pending receipt of \$30,000 grant from USDA – request being processed in June.
 - Fund 355 and 385 – Initial project costs to be reimbursed with project funding and transfers. First reimbursement request for Project 385 – Roundabout has been submitted to CalTrans and was received in the month of May. Second request is expected to be processed in late June.
- Major Expenses for May included:
 - Quarterly payment for Sheriff (\$162,000) and Fire Services - \$5,000

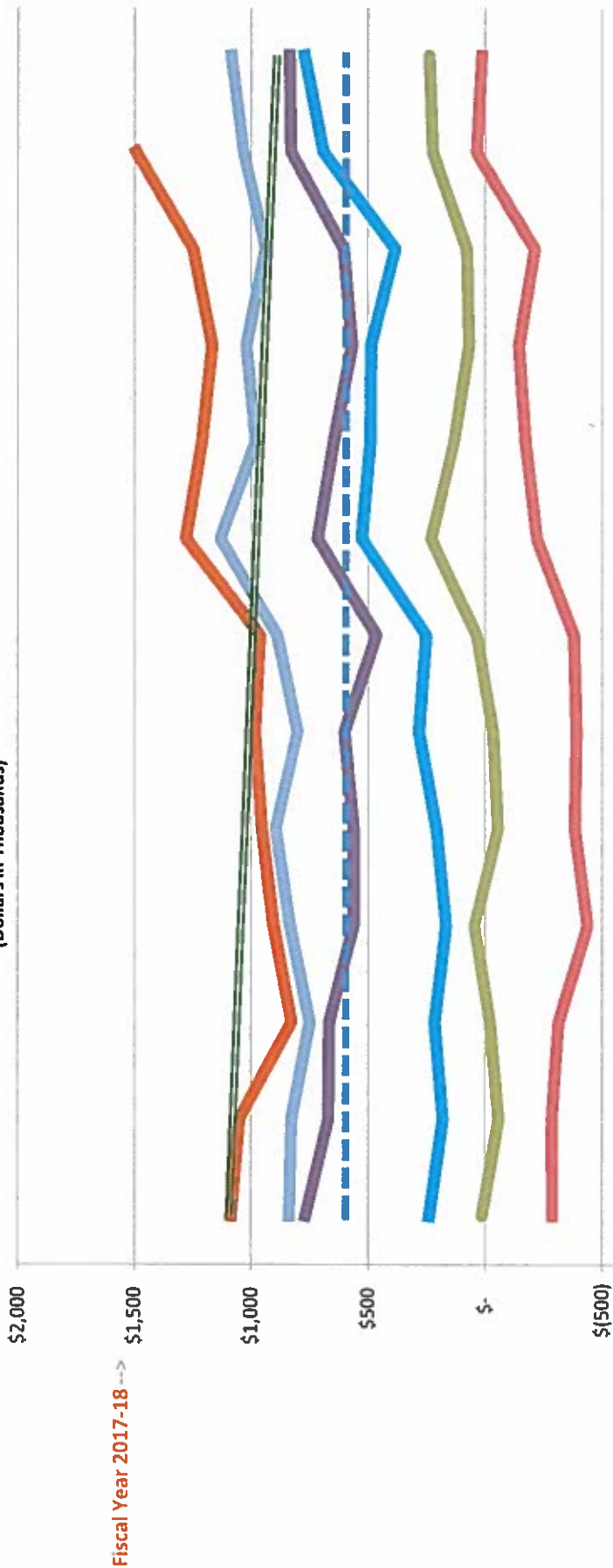
- Major Revenues for May included:
 - Monthly estimated sales tax revenues and true up for 2018-Q1 - \$196,000.
 - Second allocation for fiscal year for Property Tax (\$133,000). First allocation of 55% was received in January and final allocation of 5% is expected in July.
 - Motor Vehicle In Lieu Fees (\$68,000) allocations from County – second (final) allocation for the fiscal year.
 - Developer Plan Fees/Deposits - \$53,000
-

ATTACHMENTS:

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

City of Colfax - May 2018 General Fund Reserved Cash Analysis

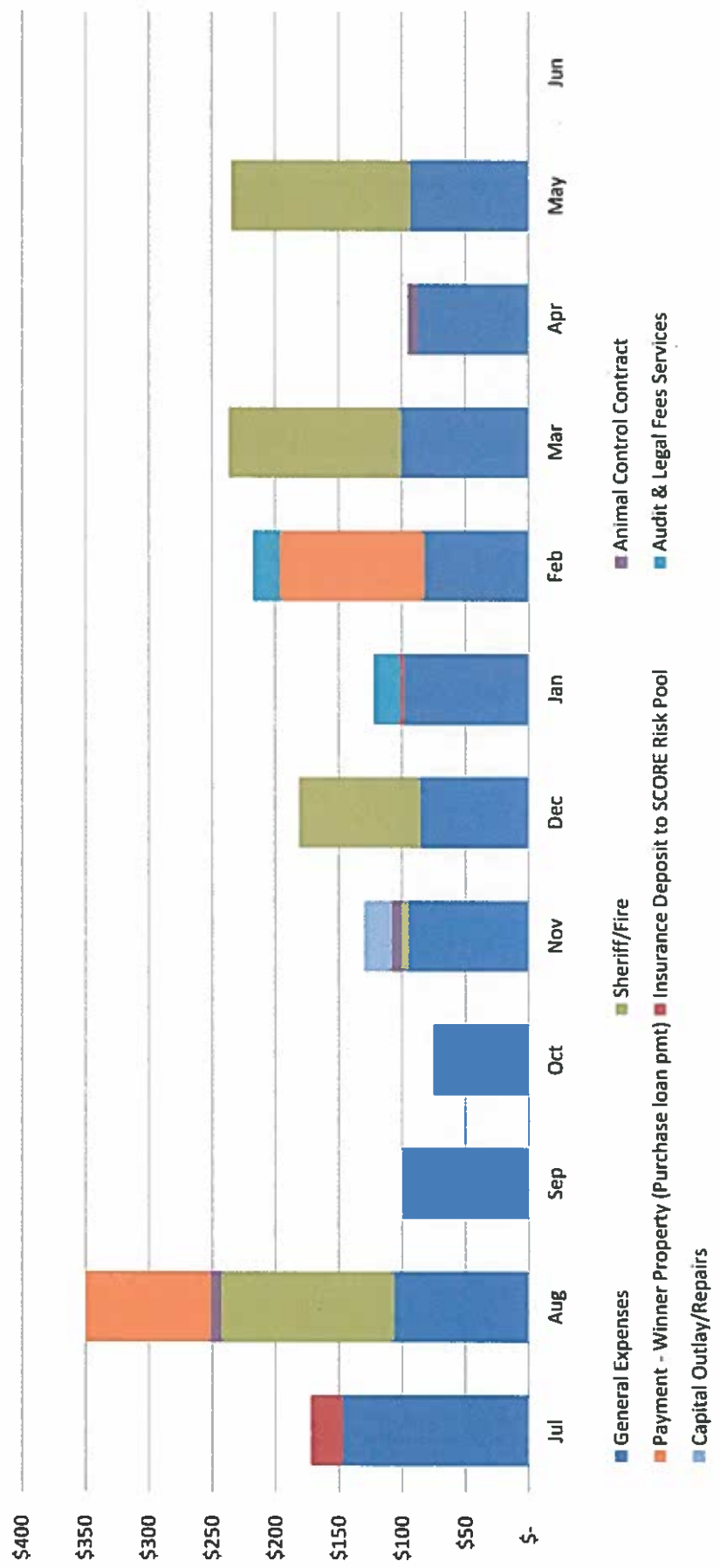
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	1086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves (Ops, Cap, Pen)	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595
Budget FY2017-18	\$1,096	\$1,079	\$1,062	\$1,045	\$1,028	\$1,011	\$994	\$977	\$960	\$943	\$926	\$909	\$892

* General Fund (GF) Reserves per adopted budget.

City of Colfax - May 2018 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



City of Colfax
Cash Summary
May 31, 2018

	Balance 04/30/2018	Revenues In	Expenses Out	Transfers	Balance 05/31/2018
US Bank	\$ 271,956.99	\$ 905,602.17	\$ (605,465.38)	\$ (225,000.00)	\$ 347,093.78
LAIF	\$ 4,039,838.97	\$ -		\$ 225,000.00	\$ 4,264,838.97
Total Cash - General Ledger	\$ 4,311,795.96	\$ 905,602.17	\$ (605,465.38)	\$ -	\$ 4,611,932.75
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 4,312,095.96	\$ 905,602.17	\$ (605,465.38)	\$ -	\$ 4,612,232.75

Change in Cash Account Balance - Total \$ 300,136.79

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (423,291.18)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 662,397.01
 - Payroll Checks and Tax Deposits \$ (88,904.50)
 - Utility Billings - Receipts \$ 149,900.34
 - Service Charge/Adj/Voids \$ 35.12
 - LAIF Interest \$ -
- \$ 300,136.79 \$

Prepared by: Laurie Van Groningen 6/13/18
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 6/13/2018
Wes Heathcock, City Manager

City of Colfax

Cash Transactions Report - May 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,347,298.20	\$ 424,638.08	\$ (212,581.31)	\$ 1,559,354.97
Fund: 120 - Land Development Fees	\$ 36,362.27	\$ 53,450.00	\$ (22,148.38)	\$ 67,663.89
Fund: 570 - Garbage Fund	\$ (134,055.19)	\$ -	\$ -	\$ (134,055.19)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,249,605.28	\$ 478,088.08	\$ (234,729.69)	\$ 1,492,963.67
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 789,715.91	\$ -	\$ (5,112.50)	\$ 784,603.41
Fund Type: 1.14 - General Fund - Restricted	\$ 817,833.17	\$ -	\$ (5,112.50)	\$ 812,720.67
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 24,122.22	\$ -	\$ -	\$ 24,122.22
Fund: 211 - Mitigation Fees - Drainage	\$ 3,098.18	\$ -	\$ -	\$ 3,098.18
Fund: 212 - Mitigation Fees - Trails	\$ 43,404.07	\$ -	\$ -	\$ 43,404.07
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 68,126.49	\$ -	\$ -	\$ 68,126.49
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 24,746.78	\$ -	\$ -	\$ 24,746.78
Fund: 218 - Support Law Enforcement	\$ 22,492.53	\$ 2,507.47	\$ (25,000.00)	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 214,186.55	\$ 1,000.00	\$ -	\$ 215,186.55
Fund: 250 - Streets - Roads/Transportation	\$ (89,695.45)	\$ 90.00	\$ (18,184.81)	\$ (107,790.26)
Fund: 253 - Gas Taxes	\$ 27,671.55	\$ 9,214.64	\$ (1,409.84)	\$ 35,476.35
Fund: 270 - Beverage Container Recycling	\$ 18,120.13	\$ -	\$ -	\$ 18,120.13
Fund: 280 - Oil Recycling	\$ 3,572.81	\$ -	\$ -	\$ 3,572.81
Fund: 292 - Fire Department Capital Funds	\$ (16,712.24)	\$ -	\$ -	\$ (16,712.24)
Fund: 342 - Fire Construction - Mitigation	\$ 2,467.76	\$ -	\$ -	\$ 2,467.76
Fund: 343 - Recreation Construction	\$ 2,468.22	\$ -	\$ -	\$ 2,468.22
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 348,069.60	\$ 12,812.11	\$ (44,594.65)	\$ 316,287.06
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ -	\$ -	\$ -	\$ -
Fund: 351 - Rising Sun Project	\$ 67,684.72	\$ -	\$ (7,472.50)	\$ 60,212.22
Fund: 355 - CDBG Pavement - Culver	\$ (1,043.07)	\$ -	\$ (561.25)	\$ (1,604.32)
Fund: 372 - Church/Railroad CIP	\$ -	\$ -	\$ (180.00)	\$ (180.00)
Fund: 385 - Roundabout	\$ (130,393.77)	\$ 112,401.19	\$ (121,970.88)	\$ (139,963.46)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (63,752.12)	\$ 112,401.19	\$ (130,184.63)	\$ (81,535.56)
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 664,708.84	\$ 131,950.43	\$ (92,784.38)	\$ 703,874.89
Fund: 561 - Sewer Liftstations	\$ 344,489.13	\$ 16,370.09	\$ (18,432.74)	\$ 342,426.48
Fund: 563 - Wastewater Treatment Plant	\$ 411,934.53	\$ 42,949.83	\$ -	\$ 454,884.36
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 2,247.76	\$ -	\$ -	\$ 2,247.76
Fund: 567 - Inflow & Infiltration	\$ 495,499.13	\$ 31,172.89	\$ -	\$ 526,672.02
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 1,959,959.39	\$ 222,443.24	\$ (111,217.12)	\$ 2,071,185.51
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 80.64	\$ 89,135.26	\$ (88,904.50)	\$ 311.40
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 80.64	\$ 89,135.26	\$ (88,904.50)	\$ 311.40
Grand Totals:	\$ 4,311,795.96	\$ 914,879.88	\$ (614,743.09)	\$ 4,611,932.75

Check Register Report

ITEM 3B

A/P Checks - May 2018

Date: 05/04/2018

Time: 5:03 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
53527	05/04/2018	Reconciled		03141	CALPERS	MAY 2018 HEALTH PREMIUMS	9,678.10
53528	05/03/2018	Reconciled		01418	ALL PHASE AUTO	DUMP TRUCK RPR	586.40
53529	05/03/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 04/22/18	512.40
53530	05/03/2018	Reconciled		03173	LORRAINE CASSIDY	STMT 4/30/18	44.12
53531	05/03/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	706.53
53532	05/03/2018	Reconciled		08070	HANSEN BROS. ENTERPRISES	BASE ROCK	244.53
53533	05/03/2018	Reconciled		08086	HBE RENTALS	BREAKER	234.09
53534	05/03/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 4/25/18	859.71
53535	05/03/2018	Reconciled		13243	MEDICH ELECTRIC	LIONS PARK ELECTRICAL	485.00
53536	05/03/2018	Reconciled		14859	OMNIMEANS	ROUNABOUT ENG MAR 2018	54,815.16
53537	05/03/2018	Reconciled		16142	PLACER COUNTY	NON WINDOW ENVELOPES	121.96
53538	05/03/2018	Reconciled		19396	SIERRA SAFETY COMPANY	QUINNS LANE RPR	26.81
53539	05/03/2018	Reconciled		20054	TARGET SPECIALTY PRODUCTS	SPRAY	38.82
53540	05/03/2018	Reconciled		20506	TOWN OF LOOMIS	CITY COUNTY DINNER	75.00
53541	05/03/2018	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 4/23/18	5,743.92
53542	05/03/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS APR 2018	7,893.75
53543	05/03/2018	Reconciled		22240	VULCAN MATERIALS COMPANY	POT HOLE PATCH	326.49
53544	05/03/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	PHONES	211.66
53545	05/09/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	90.95
53546	05/09/2018	Reconciled		01448	AMERIGAS - COLFAX	DEPOT PROPANE	107.26
53547	05/09/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVC	523.76
53548	05/09/2018	Reconciled		03145	CAPITOL CLUTCH & BRAKE, INC.	ENG 37 RPR	848.37
53549	05/09/2018	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	6,910.30
53550	05/09/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	426.86
53551	05/09/2018	Reconciled		16035	PG&E	ELECTRICITY	17,142.59
53552	05/09/2018	Reconciled		16040	PURCHASE POWER	POSTAGE	604.50
53553	05/09/2018	Reconciled		18400	RIEBES AUTO PARTS	STMT 4/30/18	83.34
53554	05/09/2018	Reconciled		18562	ROGERS, KEVIN	WWTP CLASS REIMBURSEMENT	121.55
53555	05/09/2018	Reconciled		18585	ROSS' LADDER SERVICE	LADDER TESTING	200.00
53556	05/09/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	203.39
53557	05/09/2018	Reconciled		09095	JEFF SCOTT	MANHOLE ANCHORS REIMB	41.15
53558	05/09/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	240.29
53559	05/09/2018	Printed		19696	SWRCB	OPERATOR IN TRAINING	125.00
53560	05/09/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT - 3 MOS	4,611.00
53561	05/09/2018	Reconciled		22240	VULCAN MATERIALS COMPANY	WALNUT DRIVE PATCH	491.28
53562	05/21/2018	Printed		1161	49ER WATER SERVICES	MAR 2018 BIOASSAY	10,525.00
53563	05/21/2018	Reconciled		01500	ANDERSON'S SIERRA	BALL PARK RPR	342.21
53564	05/21/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES	778.98
53565	05/21/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 5/6/18	854.00
53566	05/21/2018	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BUILDING OFFICIAL APR 2018	5,440.00
53567	05/21/2018	Reconciled		02980	BURTON'S FIRE APPARATUS	FIRE TRUCK REPAIR	1,536.35
53568	05/21/2018	Reconciled		02981	BYERS' ENTERPRISES, INC.	LAND CLEARING	1,850.00
53569	05/21/2018	Reconciled		03401	CHOICE BUILDER	JUNE 2018 PREMIUMS	660.16
53570	05/21/2018	Reconciled		03446	CITY OF FOSTER CITY	CALOPS POSTING FOR CSD	250.00
53571	05/21/2018	Reconciled		03493	COASTLAND CIVIL ENGINEERING	MAR 2018 ENGINEERING SVCS	46,172.42
53572	05/21/2018	Reconciled		06730	COLFAX FARM AND COUNTRY STORE	STMT 5/8/18	75.23
53573	05/21/2018	Reconciled		04234	DE LAGE LANDEN FINANCIAL	MAY 2018 COPY MACH MAINT	468.34
53574	05/21/2018	Void	05/21/2018	05184	BRET ELLIS	CLASS MILEAGE REIMBURSEMENT	0.00
53575	05/21/2018	Reconciled		7798	G&T TRUCK REPAIR	TRACTOR REPAIR	1,456.00
53576	05/21/2018	Reconciled		07465	GOLD MINER PEST CONTROL	WWTP/LIFT STATION PEST CONTROL	354.00
53577	05/21/2018	Reconciled		07570	GRAINGER	WWTP METER	78.67

Check Register Report

ITEM 3B

A/P Checks - May 2018

Date: 06/04/2018

Time: 5:03 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
53578	05/21/2018	Printed		08070	HANSEN BROS. ENTERPRISES	MAIN ST. PARKING	40.76
53579	05/21/2018	Printed		08086	HBE RENTALS	SAW RENTAL	55.00
53580	05/21/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	532.95
53581	05/21/2018	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	3,306.90
53582	05/21/2018	Printed		12203	LEAGUE OF CA CITIES-SAC. VALLE	DIVISION MEETING	50.00
53583	05/21/2018	Printed		19390	MAR-VAL'S SIERRA MARKET	COUNCIL MEETING WATER	5.19
53584	05/21/2018	Void	05/21/2018	13266	MIKE BLANCHAR	CLASS MILEAGE	0.00
53585	05/21/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	WWTP SUPPLIES	271.36
53586	05/21/2018	Reconciled		14859	OMNIMEANS	ROUNDAABOUT ENG APR 2018	53,440.67
53587	05/21/2018	Reconciled		16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF SVCS FY 17/18 Q4	162,021.00
53588	05/21/2018	Reconciled		18121	RCH GROUP, INC.	WHITCOMB HOTEL INITIAL STUDY	7,550.50
53589	05/21/2018	Reconciled		18194	RGS - REGIONAL GOV SERVICES	APR 2018 PLANNING SERVICES	6,000.00
53590	05/21/2018	Void	05/21/2018	18562	ROGERS, KEVIN	CLASS MILEAGE REIMBURSEMENT	0.00
53591	05/21/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	RESTROOM SUPPLIES	51.48
53592	05/21/2018	Reconciled		19575	SHANNA STAHL	PPWK DELIVERY	40.49
53593	05/21/2018	Void	05/21/2018	20391	TREGGAN MULLENIX	CLASS MILEAGE REIMB	0.00
53594	05/21/2018	Reconciled		22240	VULCAN MATERIALS COMPANY	ASPHALT	101.48
53595	05/21/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
53596	05/21/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
53597	05/21/2018	Reconciled		23301	WESTERN PLACER WASTE	APR 2018 SLUDGE REMOVAL	871.20
53598	05/21/2018	Reconciled		23451	WOOD ROGERS	2017 INSTRUMENTATION SURVEY	2,475.00
53626	05/30/2018	Printed		2087	BASIC PACIFIC	FSA Plan Fees May 2018	45.00

Total Checks: 73 Checks Total (excluding void checks): 423,291.18

Total Payments: 73 Bank Total (excluding void checks): 423,291.18

Total Payments: 73 Grand Total (excluding void checks): 423,291.18

DAILY CASH SUMMARY REPORT

ITEM 3B

General Cash Receipts
05/01/2018 - 05/31/2018

Page: 11
6/4/2018
4:45 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
05/03/2018	Daily Totals	122.25	0.00	122.25
05/07/2018	Daily Totals	1,172.25	0.00	1,172.25
05/08/2018	Daily Totals	2,625.50	0.00	2,625.50
05/10/2018	Daily Totals	2,104.65	0.00	2,104.65
05/14/2018	Daily Totals	2,366.46	176.45	2,190.01
05/15/2018	Daily Totals	205.00	0.00	205.00
05/16/2018	Daily Totals	201,464.47	0.01	201,464.46
05/18/2018	Daily Totals	195,842.98	0.00	195,842.98
05/21/2018	Daily Totals	3,403.65	0.00	3,403.65
05/25/2018	Daily Totals	4,278.65	0.00	4,278.65
Fund: 100 - General Fund	TOTALS:	413,585.86	176.46	413,409.40
Fund: 120 - Land Development Fees				
05/07/2018	Daily Totals	10,350.00	0.00	10,350.00
05/14/2018	Daily Totals	43,100.00	0.00	43,100.00
Fund: 120 - Land Development Fees	TOTALS:	53,450.00	0.00	53,450.00
Fund: 218 - Support Law Enforcement				
05/16/2018	Daily Totals	2,507.47	0.00	2,507.47
Fund: 218 - Support Law Enforcement	TOTALS:	2,507.47	0.00	2,507.47
Fund: 244 - CDBG MicroEnterprise Lending				
05/21/2018	Daily Totals	1,000.00	0.00	1,000.00
Fund: 244 - CDBG MicroEnterprise Lending	TOTALS:	1,000.00	0.00	1,000.00
Fund: 250 - Streets - Roads/Transportation				
05/09/2018	Daily Totals	90.00	0.00	90.00
Fund: 250 - Streets - Roads/Transportation	TOTALS:	90.00	0.00	90.00
Fund: 253 - Gas Taxes				
05/01/2018	Daily Totals	3,655.54	0.00	3,655.54
05/18/2018	Daily Totals	1,466.95	0.00	1,466.95

DAILY CASH SUMMARY REPORT

ITEM 3B

General Cash Receipts
05/01/2018 - 05/31/2018

1 Page: 1 of 1
6/4/2018
4:45 pm

City of Colfax

		Debit	Credit	Net Chng
05/30/2018	Daily Totals	4,092.15	0.00	4,092.15
Fund: 253 - Gas Taxes		TOTALS:	9,214.64	0.00
Fund: 385 - Roundabout Project				
05/22/2018	Daily Totals	112,401.19	0.01	112,401.18
Fund: 385 - Roundabout Project		TOTALS:	112,401.19	0.01
Fund: 560 - Sewer				
05/03/2018	Daily Totals	200.00	0.00	200.00
05/14/2018	Daily Totals	61.33	0.00	61.33
05/16/2018	Daily Totals	38,741.36	0.00	38,741.36
Fund: 560 - Sewer		TOTALS:	39,002.69	0.00
Fund: 561 - Sewer Liftstations				
05/14/2018	Daily Totals	407.00	0.00	407.00
05/18/2018	Daily Totals	407.00	0.00	407.00
05/21/2018	Daily Totals	407.00	0.00	407.00
05/25/2018	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations		TOTALS:	1,628.00	0.00
Fund: 567 - Inflow & Infiltration				
05/16/2018	Daily Totals	29,693.63	0.00	29,693.63
Fund: 567 - Inflow & Infiltration		TOTALS:	29,693.63	0.00
GRAND TOTALS:		662,573.48	176.47	662,397.01



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: June 20, 2018
SUBJECT: Gann Appropriation Limit

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 45-2018 certifying compliance with the Fiscal Year 2017-2018 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal Year 2018-2019.

SUMMARY:

In 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the *California Constitution*. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the *Government Code*, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the *Constitution*. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year and certify actual appropriations limit for the preceding year.

The data required to complete the calculation is provided by the State of California, Department of Finance.

BACKGROUND AND ANALYSIS:

The appropriation limit is calculated based on two factors: a percentage change in population in conjunction with a change in the cost of living, or price. Under Proposition 111, there are options available for each of the calculation factors:

- Population Factor – The City can elect to utilize the percent growth in City population or the percent growth in County population
- Price Factor – The City can elect to use the percent growth in State per capita personal income or the percent change in assessed valuation in new non-residential construction.

For the population factor, the percent growth in Placer County population of 1.66% is more favorable than the City percent growth of .14%, and has therefore been used in the annual calculation. For the price factor, the percentage change in State per capita income of 1.0367 is used to calculate the limitation. The population and price factors are multiplied together for a combined factor of 1.054. The combined factor is applied to the fiscal year 2017-2018 limit of \$2,236,900 to determine the fiscal year 2018-2019 limit of \$2,357,490.

FISCAL IMPACT:

There is no financial impact. Based on the Fiscal Year 2018-2019 approved budget the City will be well under its spending limit.

ATTACHMENTS:

- 1) Resolution 45-2018
- 2) Attachment 1 – Estimated actual appropriations for the fiscal year 2017-2018
- 3) Attachment 2 – Appropriation Limit Calculation for the fiscal year 2018-2019
- 4) Department of Finance Price and population information for use in calculations for fiscal year 2018-2019 appropriations limit.

City of Colfax

City Council

Resolution № 45-2018

CERTIFYING COMPLIANCE WITH THE 2017-2018 APPROPRIATION LIMITATION AND ESTABLISHING THE APPROPRIATION LIMITATION FOR THE 2018-2019 FISCAL YEAR

WHEREAS, the City Council of the City of Colfax hereby certifies that the estimated actual appropriations for the Fiscal Year 2017-2018 will fall within the appropriation limitation for the 2017-2018 Fiscal Year as demonstrated in Attachment 1; and

WHEREAS, the City Council of the City of Colfax must establish the appropriation limitation for the fiscal year 2018-2019, as calculated in Attachment 2;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the 2017-2018 Fiscal Year expenditures fall within the established limitations and the limitations for the 2018-2019 Fiscal Year are hereby established at \$2,357,490.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED, at a regular meeting of the City Council of the City of Colfax held on the 27th day of June, 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

CITY OF COLFAX
PROP 4 - GANN APPROPRIATION LIMIT CALCULATION
Attachment 1

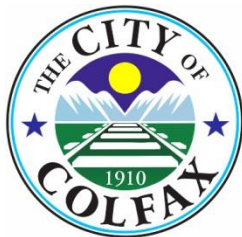
<i>Tax Revenues to be included in calculation:</i>		2017-2018 Actuals*	2018-2019 Budget
100-000-4010	Property Taxes	\$ 335,000	\$ 351,750
100-000-4020	Sales and Use Taxes	\$ 1,150,000	\$ 1,207,500
100-000-4040	Transient Occupancy Taxes	\$ 16,000	\$ 16,000
100 (572)-000-4100	Franchises	\$ 85,000	\$ 85,000
100-000-4200	Business Licenses	\$ 31,000	\$ 31,000
100-000-4700	State Motor Vehicle License	\$ -	
100-000-4710	Motor Vehicle In Lieu	\$ 136,000	\$ 136,000
	Total Tax Revenue	<u>\$ 1,753,000</u>	<u>\$ 1,827,250</u>
	Calculated Appropriation Limit	\$ 2,236,900	\$ 2,357,490
	<i>Remaining appropriation limit capacity</i>	\$ 483,900 22%	\$ 530,240 22%

*Estimate as of 05/23/2018

City of Colfax
Appropriation Limit Calculation
Attachment 2

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Computed Gann Limit - Prev Yr	\$ 1,628,747	\$ 1,666,214	\$ 1,716,041	\$ 1,770,954	\$ 1,848,010	\$ 1,934,858	\$ 1,940,060	\$ 2,008,127	\$ 2,119,984	\$ 2,236,900
Cost of living factor										
Change in California per capita	1.0062	0.9746	1.0251	1.0377	1.0512	0.9977	1.0382	1.0537	1.0369	1.0367
Population Adjustment Factor*	1.0197	1.0567	1.0072	1.0056	0.996	1.005	0.997	1.0019	1.0176	1.0166
Computed limitation	\$ 1,671,130	\$ 1,715,967	\$ 1,771,779	\$ 1,848,010	\$ 1,934,858	\$ 1,940,060	\$ 2,008,127	\$ 2,119,984	\$ 2,236,900	\$ 2,357,490
		102.7%	103.3%	104.3%	104.7%	100.3%	103.5%	105.6%	105.5%	105.4%

Note: Fiscal years 2017-2018 and 2018-2019 elected to use population factor for Placer County versus City of Colfax.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: June 13, 2018
SUBJECT: South Auburn Hotel Mitigation and Impact Fee Adjustments

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

RECOMMENDED ACTION: Adopt Resolution 46-2018 approving adjustments to the mitigation and impact fees for the South Auburn Hotel as agreed upon by the Land Use/New Development Strategies Committee.

DISCUSSION AND SUMMARY:

City Council adopted Resolution 43-2018 approving the South Auburn Hotel project on June 13, 2018. The developer asked the City to evaluate the mitigation impact fees for the project. Mitigation fees are set on an annual basis. The 2017 fee schedule is attached.

On June 7, 2018 the Land Use/New-Development Strategies Committee negotiated with the developer on behalf of Council. Subsequently the developer, staff and the committee met to discuss the fees.

After negotiation all parties agreed to the follow payments:

	2017 Office	Unadjusted Fees	Adjustment	Negotiated Value for South Auburn Hotel
Roads	\$5,285	\$168,480.52	\$0	\$168,480.52
Drainage Study	\$57	\$1,817.10	(\$1,817.10)	\$0
Trails	\$35	\$1,115.77	\$0	\$1,115.77
Parks and Recreation	\$178	\$5,674.46	\$0	\$5,674.46
City Buildings	\$2,007	\$63,981.15	(\$10,000)	\$53,981.15
City Vehicles	\$380	\$12,114.02	\$0	\$12,114.02
Downtown Parking	\$1,705	\$54,353.70	(\$10,000)	\$44,353.70
Sewer Impact Fee	\$8,470	\$183,799	\$0	\$183,799
	Total	\$491,335.71	(\$21,817.10)	\$469,518.62

They also agreed these fees would not be subject to increase for one year. The fees will be due and payable upon issuance of the building permit. Upon approval of these fees and conditions by Council, the City Attorney will draft an agreement to be signed by the developer and the City Manager.

ATTACHMENTS:

1. Resolution 46-2018
2. Current Mitigation Fee Schedule

City of Colfax

City Council

Resolution № 46-2018

APPROVING ADJUSTMENTS TO THE MITIGATION AND IMPACT FEES FOR THE SOUTH AUBURN HOTEL AS AGREED UPON BY THE LAND USE/NEW DEVELOPMENT STRATEGIES COMMITTEE

WHEREAS, City Council adopted Resolution 43-2018 approving the South Auburn Hotel Project on June 13, 2018; and,

WHEREAS, the City Council Land Use/New Development Strategies Subcommittee negotiated adjustments to the mitigation impact fees with the developer on behalf of the City; and,

WHEREAS, the committee and developer agreed to a mitigation impact fee schedule for this development project; and,

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

1. The City approves the following Mitigation Impact fee schedule for the South Auburn Hotel Project:

	2017 Office	Unadjusted Fees	Adjustment	Negotiated Value for South Auburn Hotel
Roads	\$5,285	\$168,480.52	\$0	\$168,480.52
Drainage Study	\$57	\$1,817.10	(\$1,817.10)	\$0
Trails	\$35	\$1,115.77	\$0	\$1,115.77
Parks and Recreation	\$178	\$5,674.46	\$0	\$5,674.46
City Buildings	\$2,007	\$63,981.15	(\$10,000)	\$53,981.15
City Vehicles	\$380	\$12,114.02	\$0	\$12,114.02
Downtown Parking	\$1,705	\$54,353.70	(\$10,000)	\$44,353.70
Sewer Impact Fee	\$8,470	\$183,799	\$0	\$183,799
	Total	\$491,335.71	(\$21,817.10)	\$469,518.62

2. The development impact fees established by this schedule shall not be increased for this development project sooner than June 27, 2019.
3. Upon approval of these fees and conditions by Council, the City Attorney will draft an agreement to be signed by the developer and the City Manager.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th day of June, 2018 by the following vote of the Council:

AYES:

NOES:

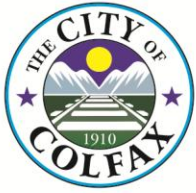
ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



CITY of COLFAX

C A L I F O R N I A

CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

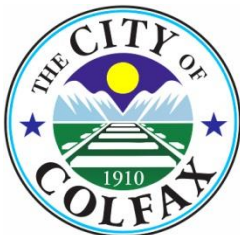


Mitigation/Impact Fee Schedule Summary for New Construction

UPDATED JULY 2017

	Single Family	Multi-Family	Office ¹²	Retail ¹²	Industrial ¹²
Roads	\$1,802	\$1,301	\$5,285	\$6,342	\$1,172
Drainage Study	\$74	\$48	\$57	\$68	\$43
Drainage (E-W Culverts) ⁶	\$3,416	\$2,216	\$2,616	\$3,139	\$1,962
Trails	\$1,125	\$787	\$35	\$31	\$12
Parks & Recreation	\$5,731	\$4,011	\$178	\$160	\$63
City Buildings	\$684	\$494	\$2,007	\$2,409	\$445
City Vehicles	\$130	\$94	\$380	\$456	\$84
Downtown Parking	\$581	\$420	\$1,705	\$2,046	\$378
Sewer Impact Fee	\$8,470 ¹	\$8,470 ^{1,2}	\$8,470 ^{1,3}	\$8,470 ^{1,4}	^{1,5}
Landfill Equity Buy-In Fee	\$47	\$47	\$47 ⁷	\$47 ⁷	\$2,000 ⁷
Construction Tax	1% of value ¹⁰	1% of value	1% of value	1% of value	1% of value
Water Connection Fee	PCWA ⁸	PCWA ⁸	PCWA ⁸	PCWA ⁸	PCWA ⁸
School Impact Fee	School District ⁹	School District ⁹	School District ⁹	School District ⁹	School District ⁹
Whitcomb Fair Share	¹¹	¹¹	¹¹	¹¹	¹¹

- ¹ The sewer impact fee is adjusted on July 1st of each year by the City Engineer by a percentage equal to the annual percentage of increase or decrease in the San Francisco Bay Area Construction Cost Index, as published in the May Engineering News-Record (ENR) or equivalent ENR data.
- ² The Multi-Family Sewer Impact Fee is the base rate listed above plus eighty percent of the base rate for each additional dwelling unit. For example, for a 5-unit complex, the total sewer impact fee is \$8,470 + (0.8*\$8,470*4) = \$35,574.
- ³ Sewer Impact Fees for office buildings are assessed at the base rate listed above plus twenty percent of the base rate per 1,000 square feet (sf) of gross floor area. For example, for a 2,500 square foot office building, the total sewer impact fee is the base rate plus the gross square feet of floor area divided by 1,000, times 20% of the base rate. \$8,470 + (2,500/1,000*0.2*\$8,470) = \$12,705
- ⁴ Sewer Impact Fees for retail buildings are assessed at the base rate listed above plus fifty percent of the base rate per amount of square footage exceeding 1,000sf. For example, for a 2,500sf retail building, the total sewer impact fee is the base rate plus the square footage of gross floor area exceeding 1,000sf divided by 1,000, times 50% of the base rate. \$8,470 + (1,500/1,000*0.5*\$8,470) = \$14,822.
- ⁵ Each industrial building is vastly different and requires a thorough examination of use or uses to assess the proper sewer impact fee. Please contact the City of Colfax to request a meeting to discuss the assessment process.
- ⁶ Drainage (East-West Culverts) applies only to parcels being developed in two small, specific areas of the City bordering the Bunch Creek watershed.
- ⁷ The Landfill Equity Buy-In Fee for office, retail, and industrial buildings exceeding 2,000sf of gross floor area increases by \$47 per 2,000sf of gross floor area or portion thereof. For example, for a 2,500sf building, the Landfill Equity Buy-In Fee is \$47 plus \$47 for exceeding 2,000sf while remaining under 4,000sf. The fee for a 4,500sf building is \$47 plus \$47 for exceeding 2,000sf plus \$47 for exceeding 4,000sf, for a total of \$141.
- ⁸ Placer County Water Agency (PCWA) water connection fees vary based on connection size and type of building. (530) 823-4850.
- ⁹ School Impact Fees vary based on the type of building and square footage, and are collected by the School Districts: Colfax Elementary: (530) 346-2202. Placer Union: (530) 886-4400.
- ¹⁰ Construction tax for mobile homes, both modular and prefabricated, is a flat \$500 fee.
- ¹¹ The Whitcomb Avenue Fair Share Agreement applies to parcels being developed on Whitcomb Avenue. Please consult the City of Colfax for clarification of the Agreement.
- ¹² Office, Retail and Industrial fee calculations are per 1,000 square feet of building area.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer, Jonathan Vaughan, Assistant Engineer
DATE: June 19, 2018
SUBJECT: 2018 ADA Improvements Project – Award of Contract

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$31,000	FROM FUND: 217, 250
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RECOMMENDED ACTION: Adopt Resolution 47-2018 augmenting the Fiscal Year 2017/18 Budget by \$4,000 for the 2018 ADA Improvements Project and authorizing the City Manager to enter into a construction contract with B&M Builders, Inc. in an amount not to exceed \$26,000

SUMMARY: .

The scope of work for the 2018 ADA Project includes: removing and replacing the handicap parking stall in front of City Hall (“Base Bid”); placing truncated domes (colonial red panels with bumps) on the NW corner of South Main Street and Church Street (“Additive Alternate A”); and constructing a sidewalk ramp at the alley in front of Colfax Motorsports on Church Street (“Additive Alternate B”). The construction, in general, includes removal and placement of concrete and asphalt, striping for parking stalls, placing truncated domes, and traffic control when needed.

The City advertised the project in compliance with industry standards and received the following bids:

Bidder’s Name	Base Bid Amount	Alternate A	Alternate B
B&M Builders, Inc.	\$17,180.50	\$2,000.00	\$3,800.00
Simpson & Simpson, Inc.	\$19,636.00	\$880.00	\$3,050.00
Central Valley Engineering & Asphalt, Inc.	\$23,239.00	\$876.00	\$1,841.00
Deschane Enterprises, Inc.	\$33,600.00	\$4,600.00	\$13,200.00

FISCAL IMPACT:

The project award is based upon the lowest responsive base bid. Upon review, staff determined B&M Builders is the lowest responsible bidder and responsive to City requirements. B&M Builders total bid with both alternatives was \$22,980.50. Adding design and project management costs of \$5,500 and a 10% contingency of \$3,000 creates a budget shortfall of \$4,000. Since the bid amounts for all three project components are reasonably close to the approved budget, staff recommends allocating additional funds for the project and awarding all three components to the lowest bidder.

The City will use funds available for safety related projects from the City’s risk management collaborative, Small Cities Organized Risk Effort Joint Powers Authority (SCORE), to supplement the previously approved budget for the project. These funds and the project will need to be carried into the next fiscal year.

ATTACHMENTS:

1. Resolution 47-2018

City of Colfax

City Council

Resolution № 47-2018

AUGMENTING THE FISCAL YEAR 2017/2018 BUDGET BY \$4,000 FOR THE 2018 ADA IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH B&M BUILDERS, Inc. IN AN AMOUNT NOT TO EXCEED \$26,000

WHEREAS, the City of Colfax Fiscal Year 2017-2018 Budget includes the 2018 ADA Improvements Project ("Project") with a total budget of \$27,000; and,

WHEREAS, the City of Colfax advertised the project in compliance with industry standards and received four bids; and,

WHEREAS, the lowest responsible and responsive bidder was determined to be B&M Builders, Inc. with a base bid amount of \$17,000, Alternate A bid amount of \$2,000, and Alternate B bid amount of \$3,800 having the total Project bid amount of \$23,000; and,

WHEREAS, the total Project cost including design, project management, construction of Base Bid, Alternate A, and Alternate B, a 10% construction contingency, and inspection costs are estimated to be \$31,000 which is \$4,000 over the adopted budget; and,

WHEREAS, City staff has identified a source of additional funds for the Project sufficient to cover the estimated budget shortfall for the Project.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax hereby authorizes and directs the City Manager to:

1. Amend the current Fiscal Year 2017-2018 Budget for the 2018 ADA Improvements Project to include additional funds from SCORE safety money in the amount of \$4,000 for the Project, and carry the Project forward into the next fiscal year.
2. Award a construction contract to B&M Builders, Inc. in an amount not to exceed \$26,000 for construction of the 2018 ADA Improvements Project

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th day of June 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer; Paul Anderson, Associate Engineer
DATE: June 20, 2018
SUBJECT: Facilities agreement for South Auburn Street and I-80 Roundabout Project with Placer County Water Agency (PCWA)

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 48-2018 authorizing the City Manager to execute a facilities agreement with Placer County Water Agency for waterline relocation for the South Auburn Street and I-80 Roundabout Project.

BACKGROUND AND DISCUSSION:

On November 9, 2017, the City Council authorized the City Manager to enter into an agreement with Omni-Means, a GHD Company, for design of the S. Auburn St. & I-80 Roundabout Project ("Project"). During the design phase, Omni-Means identified the need to relocate existing Placer County Water Agency (PCWA) water facilities. Staff met with representatives from PCWA to discuss relocation of existing water facilities and it was agreed that the City would relocate waterlines in S. Auburn Street within the project area. PCWA will reimburse the City for all engineering design and construction costs associated with relocation of PCWA facilities in compliance with the City/PCWA agreement. The Project Team and PCWA staff have concluded it is advantageous for the relocation of PCWA facilities to be undertaken concurrently with Roundabout construction, keeping construction impacts to a minimum. PCWA has provided the attached facilities agreement to formalize the terms for construction and reimbursement

FISCAL IMPACT:

In order to facilitate reimbursement for relocation work of PCWA facilities, the City must execute Facilities Agreement No. 2692. There is no anticipated impact to the budget as PCWA is required to pay for the cost of relocation including administration, design, construction, and construction management. The estimated cost of PCWA facility relocation as part of the Roundabout Project is included as Attachment 3. Total reimbursement to the City is not to exceed \$519,000.

ATTACHMENTS:

1. Resolution 48-2018
2. Facilities Agreement No. 2692
3. Facilities Relocation Cost Estimate

City of Colfax

City Council

Resolution № 48-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITIES AGREEMENT WITH PLACER COUNTY WATER AGENCY FOR WATERLINE RELOCATION FOR THE SOUTH AUBURN STREET AND I-80 ROUNDABOUT PROJECT

WHEREAS, the City of Colfax desires to construct a Roundabout Project at South Auburn Street and I-80; and

WHEREAS, Placer County Water Agency has existing utility facilities within the City right of way by permit; and

WHEREAS, Placer County Water Agency is responsible for all costs associated with relocation of its facilities by provision of said permit; and

WHEREAS, said facilities are required to be relocated as part of the Project; and

WHEREAS, the City of Colfax desires to enter into an agreement with Placer County Water Agency to allow the City to administer and be reimbursed for the design and construction costs associated with the relocation of PCWA facilities; and,

WHEREAS, Placer County Water Agency requests the City to enter into an agreement to formalize the terms for the City's role as lead agency for the project; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Colfax authorizes the City Manager to execute Facilities Agreement No. 2692, Construction Cooperation and Reimbursement Agreement, Placer County Water Agency – City of Colfax, South Auburn Street and I-80 Roundabout Project.

THE FOREGOING RESOLUTION WAS DULY AND REGUALRLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th day of June 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

FACILITIES AGREEMENT NO. 2692
CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT
PLACER COUNTY WATER AGENCY – CITY OF COLFAX
SOUTH AUBURN STREET AND I-80 ROUNDABOUT PROJECT

This agreement, by and between the PLACER COUNTY WATER AGENCY, hereinafter called “AGENCY,” and the CITY of COLFAX, a municipal corporation of the State of California, herein called “CITY,” shall be effective on the later of the dates executed by both the AGENCY and the CITY.

RECITALS

WHEREAS, the CITY is undertaking a roadway roundabout improvement project on South Auburn Street and I-80, hereinafter referred, to as “Project,” as shown on Exhibit “A,” attached hereto and incorporated herein by reference, and on a set of plans entitled “State of California Department of Transportation Project Plans for Construction on State Highway and City Street in Placer County in Colfax at Route 80 WB on and Off Ramps and South Auburn Street,” prepared by Omni-Means, Ltd, 943 Reserve Drive, Suite #100, Roseville, CA 95678; and

WHEREAS, AGENCY facilities are currently within the CITY and State of California right of way; and

WHEREAS, under the provisions of encroachment permits providing for the AGENCY’s facilities to be within these rights of way, the AGENCY is responsible for any cost of relocation necessary for the CITY’s Project; and

WHEREAS, the Project will provide the means for AGENCY facilities to be relocated around a new roundabout being constructed on South Auburn Street and I-80 on and off ramps and that the AGENCY shall bear the cost for the installation of the AGENCY’s facilities; and

WHEREAS, the CITY and the AGENCY agree that it would be advantageous to install the AGENCY's facilities concurrently with the Project; and

WHEREAS, the Project will require the relocation and replacement of Agency facilities, including the installation of approximately 470 linear feet of 18-inch pipe, 120 linear feet of 12-inch pipe, removal or abandonment of 440 lineal feet of 6-inch pipe, removal or abandonment of 440 lineal feet of 12-inch pipe, replacement of one (1) 2-inch commercial service lateral, replacement of one (1) 1-inch commercial water service water service and backflow assembly, and raise to grade two (2) existing water valve boxes, and associated appurtenances, which will be described more fully in the plans to be prepared by the CITY, and which are hereinafter referred to as the "Facilities;" and

WHEREAS, the CITY intends to engage a qualified contractor and has agreed to bear all expense to furnish and install the Facilities as required and shall be reimbursed for construction of such Facilities as described in Sections 3, 7, 8, and 9 below and Exhibit B attached hereto; and

WHEREAS, the AGENCY is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The CITY will expand the scope of the Project to include the installation of the AGENCY Facilities. The CITY will incorporate the appropriate plans and technical specifications for the AGENCY Facilities into the Project plans and specifications in a form mutually acceptable to the CITY and the AGENCY.

2. The CITY will prepare and provide the construction documents (plans and specifications) to the AGENCY such that the AGENCY can use these documents as a basis for reviewing and approving the material and appurtenances required for the AGENCY Facilities before the CITY issues the construction documents for the Project for bids.

3. The parties agree and acknowledge that the CITY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the AGENCY work, meet the AGENCY's and CITY's minimum requirements for installation of water facilities, including possessing and maintaining a California State Class A or C-34 Contractor's License. CITY shall be the lead agency for the Project and will manage the construction contract and be responsible for all payments to the contractor. The AGENCY will reimburse the CITY for costs paid to the contractor to install the AGENCY Facilities in accordance with this Agreement. The procedure for such reimbursement shall be as described in Section 9 below. The AGENCY will also reimburse the CITY a portion of the costs of preparing the bid documents to incorporate the water line installation, in accordance with Section 7 below. The AGENCY will also reimburse the CITY for a portion of contract administration costs, in accordance with Section 8 below. The total reimbursement to the CITY shall not exceed \$519,600 (Line C of Exhibit B). Upon award of the construction contract, the AGENCY and the CITY may agree to revise Exhibit B if the not-to-exceed amount (Line C of Exhibit B) is determined to be insufficient for the awarded bid.

4. The CITY shall provide contract administration, inspection and construction management for the Project, and shall, at its own expense, pay any charges for any consultant it has retained or may retain for any design or testing services in connection with the Project. The AGENCY shall, at its own expense, provide its own inspection and testing services for the

installation of the AGENCY's Facilities as part of the Project.

5. The CITY and the AGENCY shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the AGENCY Facilities.

6. During construction of the AGENCY Facilities, the AGENCY shall determine whether construction of the AGENCY Facilities is satisfactorily performed in accordance with the construction contract and AGENCY requirements and shall notify the CITY in writing of approval and acceptance of the completed AGENCY Facilities. AGENCY shall coordinate with the CITY to bring the completed AGENCY Facilities into service. After AGENCY acceptance of the completed AGENCY Facilities, the AGENCY shall own and be responsible for the operation and maintenance of the completed AGENCY Facilities pursuant to any encroachment permits obtained from the CITY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

7. In full reimbursement of its share of the CITY's costs of preparing the bid documents and issuing the project for bids, the AGENCY shall pay the CITY the actual costs paid to its design consultant for the incorporation of the installation of the AGENCY Facilities into the project plans and specifications, plus a markup of five percent (5%) on such costs. A proposal of scope and cost for these services shall be received and approved by the AGENCY prior to commencing work. Payment shall be made by the AGENCY within thirty (30) days after receipt of an invoice therefor from the CITY.

8. In full reimbursement of its share of the CITY's costs of providing contract administration for the project, AGENCY shall pay the CITY a markup of five percent (5%) of those

amounts, which, under Section 9 herein below, AGENCY is responsible to pay the CITY as reimbursement for costs paid to the CITY's contractor to install the AGENCY Facilities.

9. The AGENCY shall reimburse the CITY for costs paid to the CITY's contractor(s) to install the AGENCY Facilities in accordance with the following procedure:

- a. Prior to the CITY's issuance of the construction documents for the Project for bids, the AGENCY and the CITY shall agree on the construction line items to be included in the bid schedule for the AGENCY Facilities. The CITY shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the AGENCY Facilities line items, CITY may submit an invoice to AGENCY for reimbursement hereunder of the amounts paid. AGENCY shall pay said invoice within thirty (30) days of receipt.
- b. The AGENCY shall be responsible to reimburse CITY for all payments to the contractor for approved change orders for extra work performed on the AGENCY Facilities. CITY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The AGENCY and CITY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the AGENCY Facilities in a timely manner, provided that neither the CITY nor the AGENCY shall agree to the resolution of any such change order request or claim without the other's approval. In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the CITY shall have the right to direct the contractor to proceed on a

force account basis.

- c. The AGENCY shall be responsible to reimburse CITY for all payments to the contractor(s) for work performed relating to surveying and testing required for the installation of the AGENCY Facilities.

10. The AGENCY will not unnecessarily delay progress of work or hold up final contract acceptance of the Project during the period of closeout. The AGENCY shall bear no responsibility for contractor or CITY caused delays on work other than those directly related to only the AGENCY Facilities. The AGENCY shall have no obligation under this Agreement to make any direct payment to the CITY's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.

11. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.

12. Except as otherwise provided by Section 13, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the AGENCY Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the AGENCY's responsibility.

Furthermore, except as otherwise provided by Section 13, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from

construction of any part of the Project other than the AGENCY Facilities , including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the CITY's responsibility.

In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

13. INDEMNITY:

- a. AGENCY agrees to save harmless and indemnify CITY from any liability, claim or demand which may be made by any person resulting from the negligence of AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against CITY resulting from such negligence of AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of CITY in its performance of the terms of this Agreement.
- b. The CITY agrees to save harmless and indemnify AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of CITY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against AGENCY resulting from such negligence of CITY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of AGENCY in its performance of the terms of

this Agreement.

- c. The CITY also agrees that its construction contract with the CITY's Contractor shall require the CITY's Contractor to save harmless, defend and indemnify AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence, recklessness or willful misconduct of the CITY's Contractor in the performance of its work, duties and responsibilities under the construction contract.

14. INSURANCE: The CITY's Contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount of at least \$2,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the AGENCY's insurance and Commercial General Liability and shall specifically name the AGENCY, its directors, officers, employees and volunteers, as additional insureds and certificate holders. Before work is commenced, the CITY's Contractor shall furnish the AGENCY with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the CITY's Contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The CITY's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the AGENCY shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the AGENCY.

15. PERFORMANCE AND PAYMENT BONDS: The estimated cost of the Facilities is \$375,600. Prior to construction of any of the Facilities and during all such construction, the CITY or CITY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated

cost of the Facilities. The performance bond shall be in a form acceptable to the AGENCY. The AGENCY may formally waive the requirement for a performance bond if the CITY's Contractor demonstrates that it has provided a comparable performance bond to the CITY pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the AGENCY as co-obligee. The CITY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the AGENCY.

In addition, prior to construction, the CITY or CITY's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment bond shall be in a form that is acceptable to the AGENCY. The AGENCY may waive the requirement for a payment bond if the CITY's Contractor demonstrates that it has provided a comparable payment bond to the CITY pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The CITY shall maintain the Payment Bond at all times until the AGENCY accepts the Facilities.

All bonds shall be issued by California admitted surety insurers.

16. WARRANTIES AND REPAIRS: The CITY hereby agrees that the AGENCY may enforce all warranties provided by CITY's contractor with respect to AGENCY's Facilities, and the CITY shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed AGENCY Facilities for a period of one year following final acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one year period but which shall not become apparent until thereafter. As to any equipment, which bears a guarantee or warranty in writing or by law for a period longer than one year, the CITY hereby stipulates and agrees that such guarantee shall inure to the benefit of the AGENCY for such longer period.

17. This Agreement shall terminate after the AGENCY Facilities have been completed and accepted by the AGENCY and final payment has been made to the CITY. However, such termination shall not relieve the contractor of any liability, modify contractor's guarantee, or prohibit either the CITY or the AGENCY from enforcing any rights against, or seeking damages from the contractor.

18. This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the AGENCY and the CITY below.

PLACER COUNTY WATER AGENCY

CITY OF COLFAX,
A municipal corporation of the State of California

By _____
CHAIR, BOARD OF DIRECTORS

Signature

Date: _____

Print Name

ATTEST

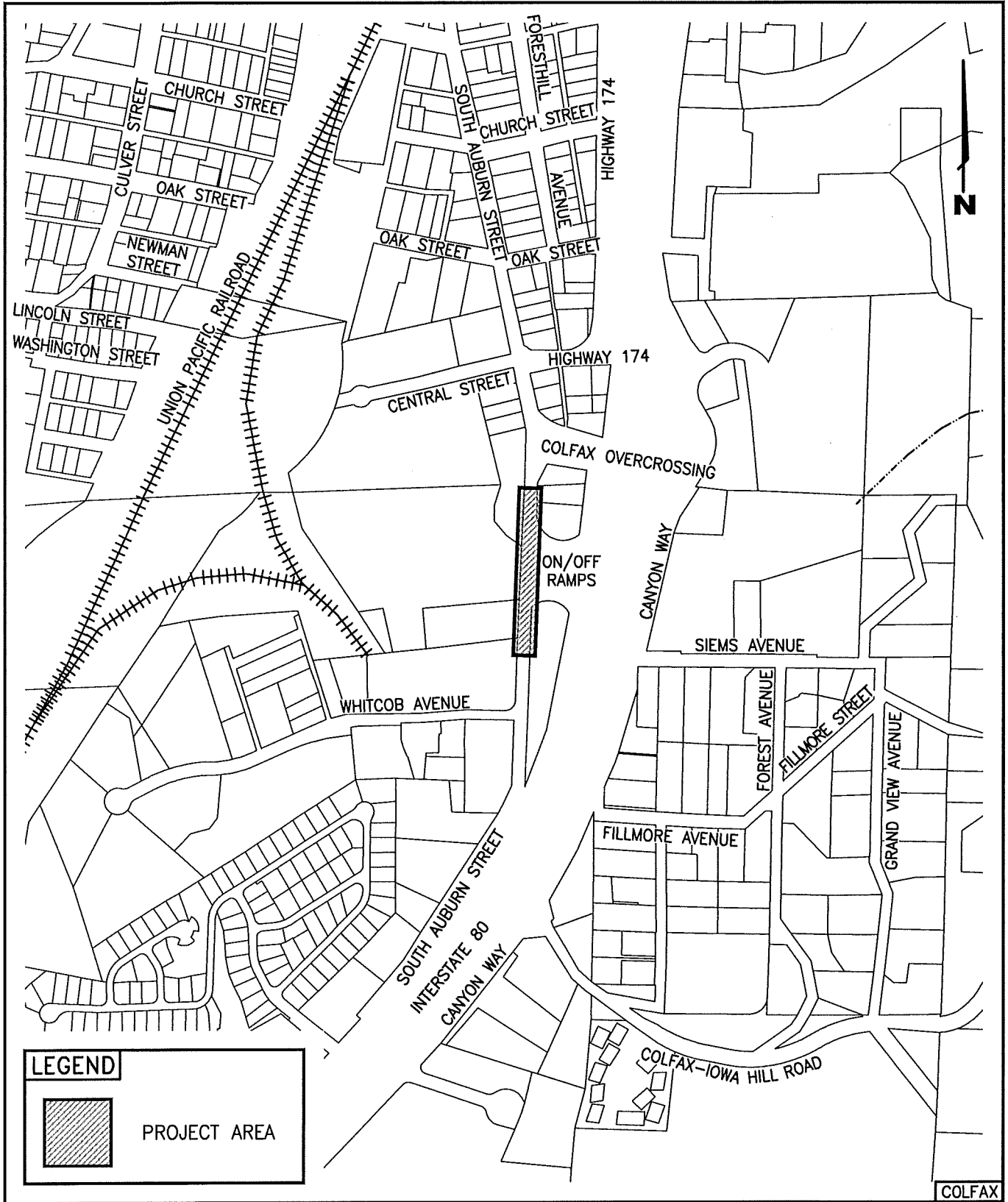
Clerk to the Board

Title

Date: _____

P.O. Box 702
Colfax, CA 95713
Address

EXHIBIT A



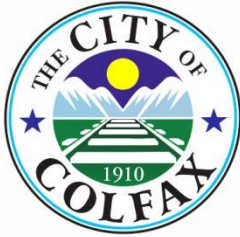
FA 2692
COLFAX ROUNDABOUT

EXHIBIT B

PLACER COUNTY WATER AGENCY - CITY OF COLFAX
 South Auburn and I-80 Roundabout Improvements Project
 Water Facilities Relocation

COST ESTIMATE

Item No.	Item Description	Unit	Qty	Unit Cost	Total
A	Total Estimated Direct Costs				
1	Adjust Valve Box to Grade	EA	2	\$800	\$1,600
2	Furnish and Install Complete 1" Lateral Water Service per PCWA STD.	EA	1	\$5,000	\$5,000
3	Furnish and Install 2" Water Service Lateral with Valve to Existing Meter Manifold	EA	1	\$2,500	\$2,500
4	Furnish and Install 1" Backflows per PCWA STD.	EA	1	\$5,500	\$5,500
5	Reconnect Existing 1" Private Service & Service Lateral Manifold to New Services	EA	2	\$1,500	\$3,000
6	Abandon 2" Service Lateral With SS Full Circle Repair Band	EA	1	\$1,000	\$1,000
7	Furnish and Install 2" AVR	EA	1	\$4,000	\$4,000
8	Furnish and Install 2" BOV	EA	2	\$4,000	\$8,000
9	Abandon/Cap 6-inch AC Watermain	LS	1	\$ 2,000	\$2,000
10	Remove or Abandon and Concrete Slurry Fill 12" PVC Watermain	LF	440	\$ 15	\$6,600
11	Furnish and Install 12" Watermain	LF	120	\$ 200	\$24,000
12	Furnish and Install 18" Watermain	LF	470	\$ 300	\$141,000
13	Furnish and Install 18" x 18" x 18" Tee	EA	1	\$ 3,200	\$3,200
14	Furnish and Install 18" x 18" x 12" Tee	EA	2	\$ 3,000	\$6,000
15	Furnish and Install 12"x 12" x12" Tee	EA	1	\$ 2,000	\$2,000
16	Furnish and Install 8" x 8" x 8" Tee	EA	1	\$ 1,200	\$1,200
17	Furnish and Install 8" Gate Valve Thrust Wall (not including valve)	EA	1	\$ 8,000	\$8,000
18	Furnish and Install 12" Butterfly Valve Thrust Wall (not including valve)	EA	2	\$ 12,000	\$24,000
19	Furnish and Install 8" Blind Flange	EA	1	\$ 800	\$800
20	Furnish and Install 12" Blind Flange	EA	1	\$ 1,000	\$1,000
21	Furnish and Install 8" Gate Valve	EA	1	\$ 2,000	\$2,000
22	Furnish and Install 12" Butterfly Valve	EA	3	\$ 2,800	\$8,400
23	Furnish and Install 18" Butterfly Valve	EA	4	\$ 4,800	\$19,200
24	Furnish and Install 6"x 18" reducer	EA	1	\$ 1,200	\$1,200
25	Furnish and Install 8"x 18" reducer	EA	1	\$ 1,500	\$1,500
26	Furnish and Install 12"x 18" reducer	EA	1	\$ 1,800	\$1,800
27	Furnish and Install 12" 1' DI Spacer Spools	EA	3	\$ 900	\$2,700
27	Furnish and Install 18" 1' DI Spacer Spools	EA	4	\$ 1,100	\$4,400
28	Furnish and Install 12" 22.5 Degree Fittings	EA	4	\$ 1,300	\$5,200
29	Furnish and Install 12" 90 Degree Fittings	EA	1	\$ 1,500	\$1,500
30	Furnish and Install 18" 90 Degree Fittings	EA	1	\$ 2,900	\$2,900
31	Furnish and Install 18" 45 Degree Fittings	EA	2	\$ 2,400	\$4,800
32	Furnish and Install 12"11.25 Degree Fittings	EA	1	\$ 2,000	\$2,000
33	Furnish and Install 18" 11.25 Degree Fittings	EA	2	\$ 2,500	\$5,000
			Subtotal		\$313,000
			Contingency	20%	\$62,600
			TOTAL		\$375,600
B	Total Estimated Project Costs				
7	Construction Management			5%	\$18,780
8	Engineering Plan and Bid Preparation			5%	\$18,780
9	City's Markup on Engineering Costs			5%	\$939.00
10	Staking and/or Compaction Testing			5%	\$18,780
			TOTAL		\$432,879
C	Total Reimbursement not to exceed (Includes additional 20% Contingency)				\$519,600
D	AGENCY Cost				
11	Inspection			10%	\$51,960
12	Project Management			5%	\$25,980
			TOTAL		\$77,940
			TOTAL		\$597,540
Total Budget Request					\$600,000



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Lorraine Cassidy, City Clerk
DATE: June 20, 2018
SUBJECT: Human Resource Services Consultant Agreement

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$30,000	FROM FUNDS: 120,250,560,561,572
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 49-2018 authorizing the City Manager to enter into a service agreement with Koff and Associates for on-call Human Resource services as a participating agency of the Sacramento Area Council of Governments Joint Human Resource Services Agreement in an amount not to exceed \$30,000 for a two year team.

SUMMARY:

City Council has approved \$15,000 funding for Human Resource (HR) services in the 2018/2019 and 2019/2020 budget years. As a member of the Sacramento Area Council of Governments (SACOG), the City has the opportunity to sub-contract with firms which SACOG has vetted through the Request for Proposals (RFP) process. This saves the City the time and expense of advertising and vetting through the RFP process. It provides the City with economy of scale savings under the auspices of the larger organization. SACOG currently has an agreement with Koff and Associates for HR Services.

Staff has contacted Koff and Associates for support with several staffing and policy related questions in the past month under a temporary relationship within the City Manager’s signature authority. Koff and Associates assigned Frances Trant to work with staff. Frances is quite knowledgeable and has provided timely service and sound advice. Staff recommends continuing the professional relationship with Koff and Associates by entering into a sub-agreement through SACOG in an amount not to exceed \$15,000 annually, as budgeted. With this on-call contract staff will utilize the services of Koff and Associates only as much as needed.

ATTACHMENTS:

1. Resolution 49-2018
2. Agreement/Sub-agreement
3. Scope of Work

City of Colfax

City Council

Resolution № 49-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH KOFF AND ASSOCIATES FOR ON-CALL HUMAN RESOURCE SERVICES AS A PARTICPATING AGENCY OF THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS JOINT HUMAN RESOURCE SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$30,000 FOR A TWO YEAR TERM

WHEREAS, the City of Colfax Fiscal Year 2018-2019 and Fiscal Year 2019-2020 Budgets include \$15,000 each year for Human Resource professional consulting services; and,

WHEREAS, the City of Colfax has the opportunity to sub-contract for Human Resource services as members of the Sacramento Area Council of Governments (SACOG); and,

WHEREAS, SACOG has fully vetted Koff and Associates through a Request for Proposals process; and,

WHEREAS, Koff and Associates has successfully provided the services of Frances Trant who has over 30 years of experience in the Human Resources field; and,

WHEREAS, City staff recommends entering into an agreement with Koff and Associates through the auspices of SACOG.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax hereby authorizes and directs the City Manager to enter into a service agreement with Koff and Associates for on-call Human Resource Services as a participating agency of the Sacramento Area Council of Governments Joint Human Resource Services Agreement in an amount not to exceed \$30,000 for a two year term in the form attached.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th day of June 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Contract # 16170008
Funding: Interagency Non-Federal

SACRAMENTO AREA COUNCIL OF GOVERNMENTS STANDARD AGREEMENT

THIS AGREEMENT, is made and entered into this 21st day of **September, 2016**, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Chief Executive Officer, and **Koff & Associates, Inc.**, a California Corporation (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance; Option to Renew: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as **Exhibit A** and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on the date that is **three (3) years** after the date first written above, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. In addition to the original three-year term, SACOG shall have two options to renew this Agreement, each for a period of one year, by giving written notice of renewal to Contractor no later than 30 days prior to the then-current expiration date of the Agreement. Whether to exercise these options is within SACOG's sole discretion.

2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A - Available Services**, as requested through any executed Sub-Agreement (**Exhibit E**). Copies of any executed Sub-Agreement shall be provided to SACOG by Contractor within ten (10) days of execution. In the event of any inconsistency between **Exhibit A** and other terms and conditions of this Agreement, including an executed Sub-Agreement, **Exhibit A** shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the **Exhibit A** must be submitted by Contractor in writing for prior review and approval by SACOG's Chief Executive Officer, and shall have no impact on the terms and conditions of a previously executed Sub-Agreement. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by any Participating Agency (as identified in **Exhibit A**) that is a party to a Sub-Agreement shall be made as set forth in the executed Sub-Agreement between the Participating Agency and Contractor, provided that the hourly rates charged to Participating Agencies may not exceed the rates set forth in **Exhibit B** attached hereto. In no instance shall the Participating Agency be liable for any payments or costs for work in excess of the amount set forth in the Sub-Agreement, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Sub-Agreement. The consideration to be paid Contractor, as provided in the Sub-Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to each Participating Agency that is a party to a Sub-Agreement no later than the 15th of each month and in accordance with the Scope of Work attached to the executed Sub-Agreement. Each invoice shall meet the following requirements: (i) be prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to each Participating Agency. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Participating Agency of any circumstances or data identified by the Participating Agency in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing; however, the Participating Agency, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by the Participating Agency of all final products. Said invoices shall indicate the

number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for the Participating Agency, in its opinion, to substantiate billings. The Participating Agency reserves the right to withhold payment of disputed amounts.

- b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for the Participating Agency's policies for employee travel and subsistence (per diem) expenses, unless otherwise provided in the Sub-Agreement between the parties.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG or the Participating Agencies. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. SACOG and the Participating Agencies shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. If SACOG or a Participating Agency issues a notice of termination:
 - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
 - (2) Contractor shall deliver to the Participating Agency copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

- (3) The Participating Agency shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to the Participating Agency for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then the Participating Agency shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to the Participating Agency.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives, including the Participating Agencies.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees, and the Participating Agencies (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, including any Sub-Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or a Participating Agency in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers’ Compensation; Employer’s Liability.	Statutory requirements for Workers’ Compensation; \$ 1,000,000 Employers’ Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply

coverage (occurrence form #CG 0001).	separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	\$1,000,000 per claim.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to SACOG.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
 - b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager:

SACOG's Project Manager for this Agreement is Conor Peterson, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Conor Peterson, Shared Services Analyst
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, California, 95814
Telephone: (916) 340-6319
E-mail: cpeterson@sacog.org

Contractor's Project Manager for this Agreement is Georg Krammer. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Georg Krammer, CEO
Koff & Associates, Inc.
2835 7th Street
Berkeley, CA 94710
Telephone: (510) 652-5633
E-mail: gkrammer@koffassociates.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG and an affected Participating Agency immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws:

It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division

4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
 - c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.
26. Other Responsibilities:
- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
 - b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG or a Participating Agency, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG or a Participating Agency, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
 - c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit C**.
 - d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this

Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or

produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in **Exhibit A**. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete and submit the Payee Data Record form attached to this Agreement as **Exhibit D**, or an IRS W-9, as requested by the Participating Agency.

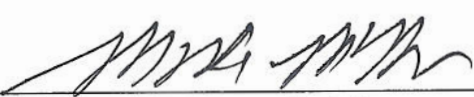
37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

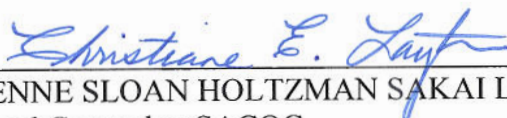
IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

 9/21/16


MIKE MCKEEVER Dated:
Chief Executive Officer

APPROVED AS TO FORM:




RENNE SLOAN HOLTZMAN SAKAI LLP
Legal Counsel to SACOG

RECOMMENDED BY:



CONOR PETERSON
Shared Services Analyst

KOFF & ASSOCIATES, INC.:

 9/15/16

GEORG KRAMMER Dated:
Chief Executive Officer

AMENDMENT NO. 1
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND
KOFF & ASSOCIATES, INC.

This Amendment No. 1 to the September 21, 2016, Agreement for Professional Services (“Agreement”) between the Sacramento Area Council of Governments (“SACOG”) and **Koff & Associates, Inc.**, (“Contractor”) is entered into effective **January 20th, 2017**.

WHEREAS, SACOG and Contractor wish to amend the Agreement as it relates to the Revised Available Services (Exhibit “A”) and Fee Schedule and Pricing Terms (Exhibit “B”).

NOW, THEREFORE, SACOG and Contractor agree as follows:

1. Exhibit “A” (Available Services) to the Agreement is replaced by Exhibit “A-1” (Revised Available Services).
2. Exhibit B (Fee Schedule and Pricing Terms) to the Agreement is replaced by Exhibit “B-1” (Revised Fee Schedule and Pricing Terms).
3. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

(Signature Page to Follow)

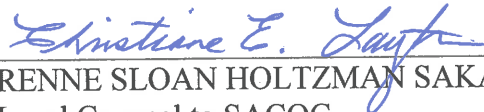
IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS



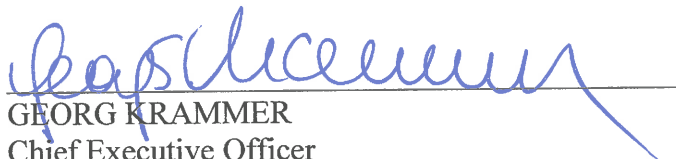
KIRK E. TROST
Interim Chief Executive Officer

APPROVED AS TO FORM:



CHRISTINE E. LUYT
RENNE SLOAN HOLTZMAN SAKAI LLP
Legal Counsel to SACOG

KOFF & ASSOCIATES, INC.:



GEORG KRAMMER
Chief Executive Officer

EXHIBIT "A-1"

REVISED AVAILABLE SERVICES

I. Contractor's Relationship with Participating Agencies and SACOG

1.

Koff & Associates ("Contractor") will provide Human Resource Services as requested by any of the Participating Agencies identified in Section 2, below. Contractor will be the main point of contact for all Participating Agency locations. Contractor's corporate headquarters is located in Berkley and that is where all of the billing will take place. Contractor is a fully integrated Human Resource Service provider.

2.

Any of the following "Participating Agencies" may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form of **Exhibit E** attached hereto:

City of Citrus Heights	City of Woodland
City of Davis	City of Yuba City
City of Elk Grove	County of El Dorado
City of Galt	County of Placer
City of Lincoln	County of Sacramento
City of Live Oak	County of Sutter
City of Placerville	County of Yolo
City of Rocklin	County of Yuba
City of Sacramento	Sacramento Metropolitan Air Quality
City of West Sacramento	Management District
City of Winters	Sacramento Area Council of Governments

3.

Contractor shall, in good faith, negotiate, execute and deliver a Sub-Agreement with each of the public agencies listed in Section 1, above, substantially in the form of **Exhibit E** Participating Agency Sub-Agreement" attached hereto, upon request. SACOG shall not be responsible for any Participating Agency's failure to execute a Sub-Agreement, or for the breach of any Sub-Agreement by a Participating Agency. Public agencies other than the Participating Agencies listed above may join this Agreement only upon prior written approval by SACOG and the Contractor. SACOG approval may be delegated by SACOG's CEO to SACOG's Project Manager. Following such approval, such public agencies shall be "Participating Agencies" for all purposes of this Agreement.

- a) Each Participating Agency Sub-Agreement will include a Scope of Work detailing the services to be provided to the Participating Agency. The Scope of Work provided by the Participating Agency cannot request services beyond those listed below in Section II. Contractor's Available Services.

II. Contractor's Available Services

This section of the proposal identifies the actual work plans/methodologies for **Classification and Compensation Studies, Classification Audits, and On-Call Human Resource Services**. Details of the step-by-step process per study may vary based on the Participating Agency's needs, but the core of methodology outlined below will apply to all classification and compensation efforts. The services to be provided under any Sub-Agreement with a Participating Agency are limited to the services outlined herein.

Fees for services delivered will be assessed to the Participating Agencies at the rates set forth in **Exhibit B**.

CLASSIFICATION STUDIES

Task A. Initial documentation review/meetings with study project team and management staff

This task includes identifying the Participating Agency's Study Project Team (Contracts Administrator, Human Resources Manager, other project stakeholders, etc.), and reporting relationships. Consultant's team will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, management, and any other stakeholders; and develop a timetable for conducting the same.

Included in this task is the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, personnel policies, previous classification and compensation studies, and any other relevant documentation to gain a general understanding of agency operations.

Participating Agency terminology and methods of current classification and compensation procedures, as well as the written questionnaire instrument for the classification study that is used in the job analysis phase will be reviewed and agreed to. Consultant and the Study Team will discuss methodology and agree to a class description as well as compensation format and identify/confirm appropriate comparator agencies, benchmark classifications, and benefits to be collected for compensation survey purposes, if a compensation study is included in the scope of work. Consultant will respond to questions.

Task B. Orientation meetings with employees and distribution of Position Description Questionnaire

The Position Description Questionnaire (PDQ) will be discussed with the Study Project Team and customized as needed to meet the study objectives prior to distributing copies to employees.

The Consultant will facilitate orientation meetings with employees (within the same time frame as the initial project kick-off meeting) and distribute the PDQ to start the classification portion of the study. While these meetings are not mandatory, they form the beginning of the educational process that continues throughout the study. The Consultant will discuss the importance of the employees' involvement in the study and their participation in PDQ completion and job analysis interviews. Project processes will be explained, expectations will be clarified, and elements that are not a part of the study will also be covered. Questions will be answered and a detailed explanation and examples for completing the PDQ will be given.

PDQs shall be handed out with the incumbent's current class description attached to the questionnaire so employees can use this as a tool for completing the questionnaire.

Task C. Position description questionnaire completion and review

For larger studies, we recommend giving employees in the same classification the option of collaborating on completing a PDQ together, if the employees so choose. At the same time, the Consultant will invite employees to complete an individual PDQ if they prefer and if they want to be interviewed separately.

The Consultant will provide an email version of the PDQ so that employees can more easily complete it; however, if there are employees who want to complete a hardcopy manually, we can provide for that as well. Employees will complete the questionnaire and then send it to their supervisor/manager for review, comment, and signature.

Upon receipt of the PDQs in Consultant's office, they will be reviewed and analyzed in detail along with other documentation.

Task D. Employee/Supervisor/Management Interviews

Interviews will be scheduled with employees. Because this is a critical step in the information-gathering and educational process, Consultant will interview at least a representative sample of employees in each classification. Typically, Consultant will employ the following approach and interview:

- All employees in single-position classifications;
- An adequate sampling of employees in multiple-position classifications; and
- Any employee who requests an interview.

Consultant will offer employees the option to be interviewed in a focus group session with incumbents in the same classification or to request an individual interview if they prefer. Consultant will recommend individual interviews only if the employee wants to discuss certain issues (e.g., out of class responsibilities, etc.) in privacy with the consultant. However, for smaller efforts, especially when it comes to position reallocation studies, where often only one and perhaps a few positions are studied, all incumbents will be interviewed.

Interviews will then be held with supervisory and management staff (division managers,

department heads, etc.), who will clarify their own responsibilities (if they are included in the study) and/or confirm the information we have received in the interviews with their staff (we allow more time for these interviews).

The purpose of the interviews is to clarify and supplement the questionnaire data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.

The appropriateness of the following will be assessed:

- Work being completed and relationships of positions to each other within a division/department as well as across the organization.
- Classification structure and reporting structure. □

Task E. Classification Concept/Preliminary Allocation Development

Consultant's job evaluation will result in a classification plan concept and employee allocation document that will be submitted to the agency for review and approval. Consultant will compare changes in business need and operations, as well as any reorganizations, with the established classification system and job families, as well as review internal relationships between classifications.

Consultant's job analysis method is the whole position analysis approach. Objective factors in the whole position classification methodology include:

1. Education, Training, and Certifications/Licenses
2. Experience
3. Problem Solving/Ingenuity □
4. Attention/Stress (Concentration/Time Pressure & Interruptions) □
5. Independence of Action/Responsibility
6. Contacts with Others/Internal/External □
7. Supervision Received and/or Given to Others □
8. Consequences of Action/Decisions Made on the Job □
9. Working Conditions □
10. Physical/Mental Demands □

Consultant's analysis will include written documentation of our assessment methodology and assessment for each position surveyed.

This deliverable will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. Consultant will review and analyze current classification series, the number of classifications and classification

levels, and career ladders. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of Consultant's recommendations (re- classification – upgrade or downgrade, title change, or no change). After this process is complete, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Team.

Task F. Draft class description development and update

After preliminary approval of the class concepts and allocation lists, new and/or updated class descriptions will be developed for each proposed classification, following the format approved by the Participating Agency.

From the review of the PDQs and employee interviews, Consultant will update duties, responsibilities, and minimum qualifications of each class specification, as necessary, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly. Consultant will recommend new classifications/class levels, and/or operational changes, business needs, and any reorganizations requiring new classifications.

Consultant will review, analyze, and update, as appropriate, knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received and exercised, position functions and special requirements including licensing and certification requirements.

Consultant will also review and update the physical demands based on the essential job functions of each classification in accordance with the Americans with Disabilities Act (ADA).

Finally, Consultant will review each studied classification's essential job functions and determine exempt vs. non- exempt status in accordance with "white collar" exemptions under the Fair Labor Standards Act (FLSA).

Task G. Draft class description review and informal appeal process

A draft copy of the revised/new class description with allocation recommendation will be submitted to the Project Team and subsequently to each manager, supervisor, and employee, to give each stakeholder group an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications. Consultant's experience has been that this is one of the most critical phases of the project (but also one of the most time-consuming). Our proactive and effective communication process at this crossroad has always avoided formal appeals, adversarial meetings, or major conflicts at the conclusion of our studies.

Each employee whose position was studied will receive a memorandum from us outlining what has been accomplished, how to best review the draft classification specification that will be attached, and how to provide feedback to us. Supervisors and managers receive a copy of their employees' draft class descriptions and will be asked to review their employees' comments and

feedback to verify and concur with the information provided.

Employees shall submit their written concerns (via their supervisor/manager) to our office. While employees may not always agree with our recommendations, they have a “second chance” to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.

Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class plan. These discussions will be by email, telephone, or additional direct personal contact with employees, depending upon the extent of the response. Class description changes will be made as required and the class specifications will be finalized and submitted for approval. All employees who submitted their comments during the review process will be notified in writing regarding the outcome of their concerns.

Task H. Finalize classification plan and draft interim report/final report

A Draft Interim Report of the Classification Study will be completed and submitted to the agency for review and comment. The report will contain:

- Classification recommendations for each studied position, including documentation regarding study goals and objectives, classification methodology, approach, and process as well as all findings, analysis, and resulting recommendations; and ☐
- Classification concepts and guidelines, occupational groups of classifications as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the recommendations will be detailed. ☐

Once the Consultant has received the Participating Agency’s comments regarding the Draft Interim Report and has made any necessary changes, a Final Classification Report will be developed. ☐

COMPENSATION STUDIES

Task A. Identify/confirm comparator agencies, benchmark classifications, and benefits to be collected

□ During the initial meeting with the Study Project Team for the classification study (if part of the scope of work) – or at a separate compensation study kick-off meeting, we will discuss the compensation study factors that need to be agreed upon. Consultant will identify/confirm appropriate comparator agencies that will be included in the external market survey which will be the foundation of ensuring that the Participating Agency's salaries for the studied classifications are competitively aligned with the external labor market. □

Consultant will also identify those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.

□ Finally, Consultant will determine the list of benefits that the Participating Agency wants to include in the total compensation data gathering process should the compensation study be a Total Compensation Study. □

1. Determination/Confirmation of Comparator Agencies

The selection of comparator agencies is considered a critical step in the study process. Consultant will use the following factors to identify appropriate comparators and receive approval before proceeding with the compensation data analysis. Consultant's recommended methodology is that we involve agency management and potentially the particular governing body (Board of Supervisors, City Council, Board of Directors, etc.), in the decision-making process of agreeing as to which agencies are included, **prior** to beginning the study. Our experience has shown that this is the most successful approach. The factors Consultant will review when selecting and recommending appropriate comparator agencies include:

- a. ***Organizational type and structure*** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. Consultant will review the comparator agencies that the agency has been using historically and will make recommendations for changes, if any, as appropriate for each study.
- b. ***Similarity of population served, agency demographics, agency staff, and operational and capital improvement budgets*** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services. □
- c. ***Scope of services provided*** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis. □

- d. **Labor market** – The reality of today’s labor market is that many agencies are in competition for the same pool of qualified employees. Individuals often do not live in the community they serve. Therefore, the geographic labor market area (where the agency may be recruiting from or losing employees to) will be taken into consideration when selecting potential comparator organizations. □
- e. **Cost of living** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. Consultant will review overall cost of living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies. □

Consultant typically recommend using ten to twelve (10-12) comparator agencies; however, we are flexible and are willing to use a different model if requested by the Participating Agency. Consultant prefers using the same set of agencies for all classifications in an agency but is aware that each agency we work with has unique and specialized type of classifications which it may also be appropriate to compare with special districts, major utilities or authorities such as transit, port, airports, sanitation, etc. □

2. Determination of Benchmark Classifications

In the same collaborative manner as described above in Step 1, the classes to be surveyed will be determined. Again, all parties prior to commencement of the data-gathering process should reach consensus.

“Benchmark classes” are normally chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes.

Because the labor market typically yields reliable data, Consultant recommends using about 60-65% of all classifications as benchmarks, but is flexible and can use a different model. In reviewing the Participating Agency’s classifications, we would most likely survey the majority of them. Consultant will collaborate with the Participating Agency to select the appropriate number of benchmarks. For smaller studies, Consultant often surveys all studied classifications.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following, which are generally available to all staff in a specific job classification:

- a. **Monthly Salary** – The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect working hours and/or “spiking” of retirement or other benefits. □
- b. **Employee Retirement** – This includes two figures: the amount of the employee’s

State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.

- c. **Retiree Healthcare** – With healthcare costs rising and retiree healthcare and liabilities increasing for many public agencies, we collect this type of information as well.
- d. **Insurance** – This typically includes Health, Dental, Vision, Life, Long-Term Disability, Short- Term Disability, and other insurance coverage.
- e. **Leave** – Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. All days will be translated into direct salary costs.
 - i. **Vacation:** The number of vacation days available to all employees after five (5) years of employment.
 - ii. **Holidays:** The number of holidays (including floating) available to the employee on an annual basis.
 - iii. **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- f. **Deferred Compensation** – This is any deferred compensation provided to all members of a classification, either as an employer-matching or as a dollar/percentage contribution.
- g. **Other** – This category includes any other benefits that are available to all employees within a classification and not already specifically detailed. This may include incentive compensation for education, certifications, on-call or stand-by pay, shift differentials, and/or performance incentive compensation, including non-financial rewards.

Task B. Data collection

Consultant does not collect market compensation data by merely sending out a written questionnaire such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Consultant conducts all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that Consultant compares job description to job description and not just job titles, therefore ensuring true “matches” of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not. Our job analysis method is the whole position analysis approach [described above in the Classification phase of the study, Task E].

Consultant's analysis will include written documentation of our assessment methodology and assessment for each position surveyed. We typically collect classification descriptions, organization charts, salary schedules, personnel policies, MOUs, and other information via website, by telephone, or by an onsite interview.

With the prior knowledge from the data gathered directly from each comparator agency and our

experience in the public sector human resources field, Consultant's professional staff makes preliminary "matches" and then schedules appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. We find that the information collected using these methods has a very high validity rate and is generally substantiated by employees, management, and governing bodies as well.

Task C. Analysis and preliminary data review

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the studied agency to make informed compensation decisions.

In addition, Consultant will include any type of statistical representation and analysis that the agency desires such as 60th, 70th, or any other percentiles. Benefits data will be displayed in an easy-to-read format. The Participating Agency will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. Consultant may also often collect "other" benefits (as listed in the benefits section, A.3., above), if requested, which will typically be reported on a separate spreadsheet.

Task D. Draft compensation findings/additional analysis/study project team meetings

Consultant will distribute its draft findings to the Participating Agency. After their preliminary review, K&A will meet with agency management to clarify data, to receive requests for re-analysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches.

This task will include providing the market data to the bargaining units and any meetings with them that may be required to explain the data, field questions, and address concerns. If questions arise, Consultant will conduct follow-up analysis to reconfirm its original analysis and/or make corrections as appropriate.

Task E. Internal relationship analysis and internal alignment

To determine internal equity for all studied positions, considerable attention will be given to this task. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, Consultant will utilize the whole position analysis methodology described earlier.

Consultant will make recommendations regarding vertical salary differentials between classes in a class series, as well as across departments. This analysis will be integrated with the results of the compensation survey. The ultimate goal of this critical step of the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. Consultant will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay

differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically as well as horizontally to reflect the agency's classification structure and to support agency efforts in attracting, retaining, and competitively compensating its employees.

Task F. Compensation structure and implementation plan development

Depending on data developed as a result of the internal analysis, Consultant will review and make recommendations regarding internal alignment and the salary structure within which the classes are allocated (set of salary ranges, salary differentials, steps within ranges, control points, and/or other alternative compensation plans, if desired), based upon the agency's preferred compensation model. Consultant will develop recommendations for pay grades and salary ranges for all classifications based on median and/or mean salaries from the comparable agencies.

Consultant will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure. Consultant will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the agency's broader strategies, goals, objectives, and budget considerations.

Finally, Consultant will evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices.

Draft recommendations will be discussed with the Study Project Team and agency management prior to developing an Interim Report.

Task G. Preparation of draft final and final report and deliverables

A Draft Interim Report of the Compensation Study will be completed and submitted to the Participating Agency for review and comment. The report will provide:

- Detailed compensation findings, documentation, and recommendations; □
- A set of all market data spreadsheets; □
- A proposed Salary Range document; □
- Policies and procedures to address employees whose base pay exceeds the maximum of a newly assigned pay range; □
- A manual of instructions regarding the administration of the proposed compensation system; □ discussion of how the compensation program impacts employee recruitment and retention □ efforts; □
- Implementation issues and cost projections surrounding our recommendations; and □
- A guide for rules, policies and procedures for the Participating Agency in implementing, managing and □ maintaining the compensation system. □

Once all of the Participating Agency's questions/concerns are addressed and discussed, a Final

Compensation Report will be created and submitted to agency management in bound format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report. □

The preparation of a Compensation Study will include multiple meetings and weekly oral and written status/progress updates to the Study Project Team, including meetings onsite at the Participating Agency, as needed.

CLASSIFICATION AUDITS

The methodology for **classification audits**, whether desk audits or supervisory audits, is very similar to the process outlined above in our CLASSIFICATION methodology. Of course, the scope of the project and number of individuals/stakeholders involved are typically much smaller and not all steps of the process may need to be followed. This will be adjusted and customized to each individual project and the client's needs.

Deliverables:

- Determine whether the position being studied is correctly classified and that the role is appropriate; whether the job duties are best allocated to a higher role or laterally to a different role, or if they are below the classification being studied. □
- Provide all original documentation of job analysis. □
- Provide progress reports and final reports when the audit is complete □

ON-CALL HR SERVICES

Consultant can provide and is not limited to the On-Call HR Services listed:

- Employee/labor relations issue
- Assistance with various labor laws (Title VII, Leave Laws, FLSA, ADA, EEOC)
- Wage and hour issues for exempt and non-exempt employees
- Personnel files and record keeping
- HR forms
- New-hire orientation
- Performance evaluation programs
- Job classification
- Developing individual job descriptions
- Re-organizations
- Compensation plan development
- Discipline and grievances
- Difficult terminations, investigations
- Policy interpretation and implementation
- Training, and other employee and labor relations issues and general professional HR advice
- Develop training and career development program
- Performance management

- Succession planning
- Change Management

Consultant cannot give legal advice, but are well-versed with labor laws and regulations, how to interpret them, and how to put them into practice within an organization.

The following are example scopes for several of the available On-Call HR Services including Develop Training and Career Development Programs, Performance Management, Change Management, Succession Planning, and Recruitment Services.

Develop Training and Career Development Program:

In reviewing any Participating agency's employee development and training programs, we will focus on two main elements, compliance training and career development.

Compliance Training: it is fairly easy to identify training needs and training resources and track completed training in this area. Compliance training could include CPR, first aid, driving, safety, unlawful harassment including sexual harassment, etc. that are legally required of some/all employees. Consultant would identify training resources, including online training and self-study courses, notify managers and supervisors apprising them of what topics and classes are available, determine who can or must attend certain compliance training, and track attendance and completion of such training.

Career development: due to consultant familiarity with public sector and transportation agencies in general, consultant has a strong foundation and understanding of what types of training needs may arise in this area. Due to consultant work with many transportation agencies over the years, they have at least basic knowledge of the type of work that is performed, the types of assignments, duties, and responsibilities, as well as, the required qualifications. Consultant will ensure that they fully understand all requirements of each position and the necessary qualifications, whether State or Federal-mandated (e.g., transportation planning and programming) or required by SACOG and Participating Agencies (through internal processes such as performance management and career development). The same can be said of consultant familiarity with many other types of special districts (water, sanitation, courts, etc.) and cities and counties.

In concert with managers and supervisors, consultant will identify employees' training needs, as well as appropriate training opportunities and resources. Consultant will also be responsible for the quality control of what kinds of training are offered, such as asking employees to provide evaluation reports on training that is provided to them.

Performance Management:

The first step of this project would be to conduct an organizational assessment to review the Participating Agency's annual evaluation process by examining the knowledge, skills, abilities, and competencies the current staff members are required to have and linking them to the agency's business needs and objectives. This phase of the project will include a review and

analysis of the history, culture, base pay system, and foundation of the Participating Agency. Consultant will identify the strengths and potential barriers of the agency's current performance management system; review and analyze the functions/classifications of agency staff and which competencies are required of each functional assignment to determine how an appropriate evaluation framework, process, and format should be designed.

A second level of effort will be to develop the actual performance appraisal process and train managers and supervisors on goal setting, leadership and communication as they relate to the Participating Agency's operational values. Consultant will define competencies that interrelate to each level within the Participating Agency (for example, executive, non-represented, and represented employees); assist the Participating Agency in determining goals for each level that interrelate to overall Participating Agency goals; develop competencies/metrics/scorecards revolving around determined goals; determine appropriate needs and provide administrative support and training for implementation; recommend, facilitate, and provide training classes; and continue to provide monthly status reports describing activities and progress and present these to the Participating Agency.

Succession Planning:

The purpose of Succession Planning is to accomplish the following outcomes, and provide the following deliverables, at a minimum:

1. An assessment of future service needs.
2. Identification of critical positions, review of associated class specifications, and identification of any deficiencies and/or recommendations regarding revisions to the class specifications.
3. Identification of job competencies/key skill sets for critical positions.
4. Development of a plan to address critical positions as vacancies occur.
5. Gap analysis to determine the existence of and/or the extent of a gap in the competencies for each critical position.
6. Identification of training and development activities to close the gaps and build stronger competencies in employees.
7. Implementation strategy for the succession plan.
8. Tools for monitoring and evaluating the long-term success of the succession plan.

Succession Planning includes a significant number of meetings with the project team, management, human resources, employees, and the relevant governing body, as desired. Consultant have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that consultant recommends ensure understanding of the project parameters, enhance accurate intake and output of information, and contribute to a collaborative and interactive approach that will result in greater buy-in for our recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of consultants' projects.

Change Management:

We are experienced in conducting organizational assessments and efficiency studies for our

clients, often these types of assessments go hand-in-hand with a classification study. Some of the typical objectives consultant often targets are as follows:

Operational Objectives:

- To carefully analyze the scope and level of duties and responsibilities, processes and assignments, requirements for successful work performance (including required competencies), and other factors of the Participating Agency's assignments/positions/classifications;
- To conduct a comprehensive position assessment, including review of existing documentation, position assessment questionnaire completion, employee interviews/focus groups, management interviews, analysis of existing positions and working situations, and other professional methods, as appropriate;
- To identify organizational and workload issues during interviews with employees/focus groups including consideration of technology and automation potential and improvements as well as the addition of other operational tools;
- To provide for growth and flexibility of assignment where feasible, as well as adequate career paths that will foster career service within the Participating Agency and provide a clearly designed organizational structure, reporting relationships, and logical classification series/job families that are reflective of modern, up-to-date best practices;
- To review and make recommendations to update the Participating Agency's employee performance management system that holds employees accountable to the core competencies and values the organization wishes to instill as well as established annual goals and objectives and industry best practices; and
- To identify operational issues by analyzing financial results of the City against industry and market trends, specifically related to operating revenue and expenses.

Best Management Practices and Performance Metrics Objectives:

- To review and make recommendations regarding a pool of comparator agencies that are not only similar in size, resources, and service provision to the Participating Agency, but also reflect the high level of forward thinking and ingenuity, diversity, and customer service upon which the Participating Agency is looking to model itself;
- To collect accurate organizational and operational data from the approved group of comparator agencies and to ensure that this information is analyzed in a manner that is clear and comprehensible to the Participating Agency, management, and employees;
- To collect information from each of the comparator agencies regarding organizational structure, position allocations, work assignments, resources used (including human, financial, and technology resources), operational and customer service data;
- To prescribe best management practices that are reflective of industry knowledge and the approved group of comparator agencies, as well as identify any changes that could be made to align the Participating Agency with the future direction of human resources;
- To recommend strategies to incorporate industry and market best practices into day-to-day operations; and
- To identify opportunities to leverage departmental efforts to improve overall synergy throughout the Participating Agency.

Overall Objectives:

- To review and understand all current documentation, policies, procedures, practices,

organizational charts, budgetary and financial data, and related information so that the recommended implementation plan(s) can be operationally incorporated with a minimum of disruption;

- To review, analyze, and make recommendations that will enhance organizational effectiveness and improve customer service;
- To ensure sufficient documentation throughout the study and to develop a sound and realistic implementation strategy so that the plan can be implemented and maintained in a competent and fair manner;
- To conduct a start-up meeting with the Project Team to finalize study plans and timetables; conduct briefing and orientation sessions with employees and management in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To work collaboratively and effectively with the Participating Agency and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To ensure sufficient documentation of the study processes and methodologies so that the Participating Agency can integrate, maintain, and administer the plans after the initial implementation in a competent and fair manner; and
- To provide effective ongoing communications throughout the duration of the project through the scheduling of several “check ins” with the Human Resources Manager in the form of in-person meetings as well as telephone discussions.

Recruitment Services:

Following are the tasks to be completed for a management level recruitment:

Task 1. Needs Assessment: Meet with Key Decision Makers to Develop Ideal Candidate Profile

The identification of the desired profile of the ideal job candidate for a management level position is crucial for a successful search process. Consultant will meet with Human Resources, the incumbent if desired, and other stakeholders, to discuss and refine the client Participating Agency’s needs and resulting position requirements. It will also be helpful to speak to other Department Heads in the Participating Agency, and other key staff in the client agency to gain their perspectives on which competencies the position will need to bring to the table.

The goal of this phase of the recruitment is to identify and/or develop:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, dynamics, culture, and staff of the Participating Agency;
- Position profile requirements, i.e., knowledge, skills, and abilities;
- Ideal candidate’s competencies, experiences, and characteristic profile;
- Personal and professional attributes required of and priorities for the new incumbent;
- Conditions and challenges in achieving the priorities identified above;
- Scope of community input and participation in the process;
- Type of working relationship Participating Agency leadership desires with the new incumbent;
- Concerns and issues regarding the recruitment and the position;

- Advertising strategies in conjunction with a national outreach;
- Geographic strategies;
- Compensation levels; and
- Completion timetable.

Working closely with the Participating Agency and agency leadership, and other stakeholders, consultant assists in identifying the specific needs of the Participating Agency and the key competencies and characteristics of the “ideal candidate.”

Task 2. Position Specification and Action Plan

Once “ideal candidate” criteria have been established, we will prepare a written specification that outlines the required skills, competencies, position responsibilities, and criteria for job success. Consultant will provide the written specification to Human Resources, and other stakeholders for review and approval. In addition, salary and benefit considerations are discussed to ensure market competitiveness, credential requirements are considered, geographic recruitment boundaries are identified, and a recruitment action plan will be developed.

At the conclusion of the meeting(s) with the stakeholder group, there should be a clear consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment activity.

Task 3. Research: Develop and Implement Recruitment and Advertisement Strategy

Following the development of the candidate profile, a professionally produced recruitment brochure will be prepared and presented to the appointing authority, HR, and other stakeholders for review prior to printing. The brochure/job flyer will highlight the strengths and challenges of the Participating Agency, its organizational structure and services, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Advertisements will be prepared and placed for publication in appropriate newsletters, job bulletins, websites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. The approach consultant recommends taking is to place priority on job-related professional publications online job postings versus printed line ads. Consultant is flexible and can also place print ads in local newspapers if desired, although our experience has been that those are very costly and it is questionable whether job seekers will use hardcopy newspaper career sections to identify suitable jobs, as opposed to using other means of job search. Consultant will also place ads on LinkedIn and use this recruiting and candidate sourcing tool as one of our most dynamic resources. Consultant will use our own resources and coordinate with the stakeholder group to identify relevant local government and industry sources where prospective candidates are likely to be found.

Finally, consultant will also send brochures and announcements to other agencies (cities, counties, etc.), both locally and statewide. In addition, consultant has developed various industry-specific mailing lists for direct marketing to individuals who hold certain desirable professional licenses and certifications.

Task 4. Prospect Identification

Additional search strategies will be developed in conjunction with the approaches above and the initial organizational assessment. With management recruitments, consultant believes it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused search and sourcing approach.

Having worked in the public sector for 32 years, consultant has established excellent relationships with many agencies and their management teams. Utilizing this effective network, consultant will discreetly solicit recommendations and contact individuals meeting our criteria who may not be actively seeking other employment. Time and again, this has proved to be a valuable candidate source that is used concurrently with more traditional recruitment strategies as described above. Consultant will develop a list of targeted candidates based on our contacts, referrals, and recommendations from key sources who have extensive contacts and networks in the industry. The individuals on the contact list will be directly contacted and encouraged to apply for the position.

Consultant will work with the key stakeholders to make the final decision regarding which recruitment strategy to employ. The goal is to recruit candidates from diverse backgrounds utilizing local, regional, and statewide, and national, as well as the LinkedIn professional website, as appropriate.

Having conducted countless management search efforts has made consultant an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Being a majority woman-owned and State registered small business, our firm has a vast pool of resources at our fingertips when designing a successful advertising campaign that targets women and minorities.

Finally, consultant will also place internet postings on public and private sector employment bulletin boards, the Participating Agency's website, if desired, and our own company website.

Task 5. Contact Potential Candidates

To further detail this task, as described above, the effort will include a variety of activities designed to attract the best available candidates. Consultant will:

- Contact professionals to identify outstanding potential candidates;
- Provide each potential candidate with a copy of the recruitment brochure transmitted by personal letter and/or email; and
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume and application.

Task 6. Review Application Packets and Assess Candidates

Typically, consultant requires applicants to submit a fully completed application form, a résumé and cover letter, a supplemental questionnaire if desired, and any other information that applicants would like to add. Consultant can provide our generic application form unless the Participating Agency prefers using its own application form.

After application materials are received, consultant will prepare a thorough assessment of the merits of each candidate and their appropriateness for hire, including their professional and educational credentials. Initially, candidates and application materials are carefully evaluated based upon an objective and clearly defined factor ranking analysis that incorporates the concerns and issues previously discussed, as well as the specific requirements of the job description. All elements from the initially developed position profile will be incorporated in the evaluation, including required experience, education, licenses/certifications, knowledge, skills, and abilities; ideal candidate competencies, experiences, and characteristic profiles; and personal and professional attributes required of and priorities for the new incumbent. Candidates are also ranked against each other and a numerical score that clearly distinguishes the most qualified candidates recommended for further consideration.

Task 7. Presentation of Prospects

Consultant will present the preliminary slate of top prospects to the key stakeholders. The Participating Agency will approve the number of prospects that it would like the consultant to schedule for consideration. Consultant will facilitate the process with Participating Agency leadership and Human Resources to review the recommended group of candidates.

Task 8. Prospect Evaluation: Conduct Initial Screening/Preliminary Interviews

Top candidates will initially be screened by means of a telephone screening interview to further assess their experience and qualifications, to clarify any issues raised by the submitted documents; reasons for position interest will be identified; the level of commitment to the position and the organization will be determined; and other issues, including salary requirements will be discussed.

In addition, top candidates will be personally interviewed to further narrow the pool to only the most highly qualified candidates and to further establish best organizational fit of each potential finalist. The goal is to narrow the pool to only the most highly qualified candidates and to further establish best organizational fit of each potential finalist.

This screening process is specifically designed to assess the personal and professional attributes the Participating Agency is seeking and will focus on each candidate's management ability, technical competency, fit with the Participating Agency's values, culture, needs, the candidate's behavioral styles and situational experience, and other relevant characteristics.

Task 9. Background and Professional Reference Checks

Consultant will conduct extensive reference and background checks for the final candidate(s). This task can be completed for all candidates that are being recommended for the next phase of the examination process or, if the Participating Agency prefers, after the panel interviews and before the Participating Agency conducts its second round of interviews, if any.

This review includes employment and professional references, a public records search, Internet, media and newspaper searches, confirmation of educational degrees, driving record check, criminal record search and military service check (if applicable), and a financial history check.

Consultant, as well as our background contract firm, meet or exceed all of California's extensive reporting requirements.

Task 10. Recommend a Slate of Candidates

Consultant will submit for review by the key stakeholders, clear written recommendations and analysis of the most qualified applicants as finalists. Our recommendations will include all relevant data submitted by the applicants, such as application forms, cover letters, résumés, and any additional information the applicants have submitted.

In addition, consultant will provide our detailed assessment from each of the various steps of the assessment process, as outlined above.

Task 11. Applicant Interviews: Coordinate and Facilitate the Oral Board Interview Process

Working with the appointing authority, HR, and other stakeholders, consultant will develop a set of key questions that will help analyze the candidates' qualifications and management/work style. Consultant will complete all of the necessary communications with the members of the interview panel and candidates so that all parties are well-prepared for the interviews.

Consultant will provide oversight during the interview process and facilitate a focused panel discussion at the conclusion of the interviews to identify the most qualified candidates for final consideration. Our facilitation skills usually prove useful in the assessment of candidates at the end of the interview process.

Task 12. Final Interviews: Coordinate Final Interview Process

Our experience is that often the interview panel will narrow the field of candidates to two or three finalists who are asked back to the Participating Agency for a more informal second and final interview. This may include meeting other Participating Agency staff, touring Participating Agency facilities, and spending more quality time with key individuals at the Participating Agency and other stakeholders.

Task 13. Negotiate Terms and Conditions of Employment

If desired, our firm is available to assist in the negotiations of the final terms and conditions of employment, such as compensation package, benefits, and other perquisites.

Task 14. Maintain All Required Legal Documentation

Consultant are responsible for ensuring compliance with and establishing and maintaining all legally mandated documentation throughout the process.

Task 15. Complete all Correspondence

Consultant believe that each candidate, regardless of their qualifications and success in the

selection process, deserves the courtesy and respect of being informed throughout the process. Applicants receive ongoing communications via our office, which not only keeps all the candidates abreast of the process and their continued candidacy, but also enhances the Participating Agency’s reputation and image of being considerate, thoughtful, and professional.

Task 16. Maintain Regular and Ongoing Communications

Consultant’s #1 priority is meeting the Participating Agency’s needs. Regular, ongoing dialogue with the key decision makers is integral and critical to successfully managing a recruitment campaign. Consultant will provide progress reports to the appointing authority and HR Manager at critical points in the recruitment process or as issues arise. Reports will describe our progress in meeting the goals of the scope of services and issues. Consultant will be responsible for scheduling, coordinating, and preparing all of the necessary materials for the key stakeholders, and other meetings throughout the duration of the process.

Task 17. Post-Employment Support

In addition to the steps of the process leading to an offer of employment to the top candidate, consultant is committed to ensuring that the new incumbent’s transition into the new position will be smooth and successful.

III. TIMEFRAME FOR CLASSIFICATION AND COMPENSATION STUDIES:

Classification and compensation studies can vary significantly in scope (one-position/classification analysis vs. an agency-wide study) and therefore, timeframes can vary accordingly, from a few weeks to several months.

If a classification and compensation study were desired for multiple departments including hundreds of positions/incumbents, our professional experience is that classification and compensation studies for large agencies can take about four to six (4-6) months to complete, allowing for adequate interview time, classification description review and/or development, compensation data collection and analysis, review steps by the agency, the development of final reports, any appeals, and presentations. Smaller groups of classifications and positions/incumbents (or smaller agencies) would require much shorter periods of time.

Following is a suggested timeline for a combined classification and compensation study based on a six (6) month timeline:

Task	Classification Study	Week
A.	Initial Documentation Review/Meetings with Study Project Team and Management Staff	Week 1
B.	Orientation Meetings with Employees and Distribution of PDQ	Week 2
C.	PDQ Completion and Review	Week 4
D.	Employee/Supervisor/Management Interviews	Week 5
E.	Classification Concept and Preliminary Allocation Development	Week 6

F.	Draft Class Description Development and Update	Week 12
G.	Draft Class Description Review and Informal Appeal Process	Week 14
H.	Finalize Classification Plan and Draft Interim Report/Final Report	Week 16
Compensation Studies		
A.	Identify Comparator Agencies, Benchmark Classifications, and Benefits to Be Collected	Week 4
B.	Data Collection	Week 18
C.	Analysis and Preliminary Data Review	Week 19
D.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 21
E.	Internal Relationship Analysis and Internal Alignment	Week 22
F.	Compensation Structure and Implementation Plan Development	Week 23
G.	Development of Draft Final and Final Report and Deliverables	Week 24
H.	Formal Presentation to the Stakeholder Group	As Needed

**AMENDMENT NO. 2
 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
 SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND
 KOFF & ASSOCIATES, INC.**

This Amendment No. 2 to the September 21, 2016, Agreement for Professional Services (“Agreement”) between the Sacramento Area Council of Governments (“SACOG”) and **KOFF & ASSOCIATES, INC.**, (“Contractor”) is entered into effective **April 1, 2017**

WHEREAS, SACOG and Contractor entered into Amendment No. 1 on January 20, 2017, to amend the “Revised Available Services” (Exhibit “A”), as well as the Fee Schedule and Pricing Terms (Exhibit “B”);

WHEREAS, the parties wish to further modify the Agreement and amend the Revised Fee Schedule and Pricing Terms (Exhibit “B-1”).

NOW, THEREFORE, SACOG and Contractor agree as follows:

1. Exhibit “B” and “B-1” (Fee Schedule and Pricing Terms) is replaced by Exhibit “B-2” (Second Revised Fee Schedule and Pricing Terms).
2. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS



JAMES CORLESS
Chief Executive Officer

APPROVED AS TO FORM:



KIRK E. TROST
General Counsel to SACOG

KOFF & ASSOCIATES, INC.:



GEORG KRAMMER
Chief Executive Officer

**AMENDMENT NO. 3
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND
KOFF & ASSOCIATES, INC.**

This Amendment No. 3 to the September 21, 2016, Agreement for Professional Services (“Agreement”) between the Sacramento Area Council of Governments (“SACOG”) and Koff & Associates, Inc., (“Contractor”) is entered into effective October 17, 2017.

WHEREAS, SACOG and Contractor wish to amend the Agreement as it relates to the Second Revised Fee Schedule and Pricing Terms (Exhibit “B-2”).

NOW, THEREFORE, SACOG and Contractor agree as follows:

1. Exhibit “B-2” (Second Revised Fee Schedule and Pricing Terms) is replaced by Exhibit “B-3” (Third Revised Fee Schedule and Pricing Terms).
2. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

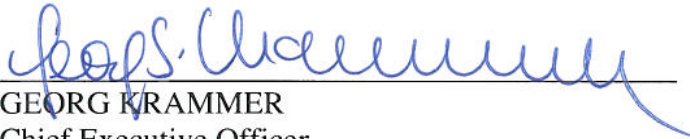
SACRAMENTO AREA COUNCIL OF GOVERNMENTS

APPROVED AS TO FORM:



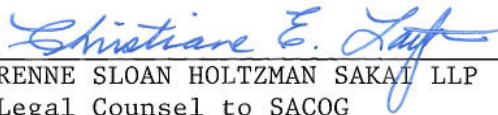
JAMES CORLESS
Chief Executive Officer

KOFF & ASSOCIATES, INC.:



GEORG KRAMMER
Chief Executive Officer

APPROVED AS TO FORM:



CHRISTIANE E. SAKAI
RENNE SLOAN HOLTZMAN SAKAI LLP
Legal Counsel to SACOG

EXHIBIT "B-3"

THIRD REVISED FEE SCHEDULE AND PRICING TERMS**1. Large Scale Classification and Compensation Studies**

Koff & Associates ("Contractor") will determine the applicable rate for Large Scale Classification and Compensation Studies based upon the location of the requesting agency. Large Scale Classification and Compensation Studies represents five (5) or more classifications.

a. Northern California Region Rate: Contractor will bill a composite rate of **\$123.50 per hour** to all agencies in the Northern California region contracting a Large Scale Classification or Compensation Study or a combination of the two. Agencies within the Northern California region are located within 225 direct miles (one-way) from Koff & Associates headquarters in Berkeley, California.

b. Southern California Region Rate: Contractor will be bill a composite rate of **\$128.25 per hour** to any agencies in the Southern California region contracting a Large Scale Classification or Compensation Study or a combination of the two. Agencies within the Southern California region are located in excess of 225 direct miles (one-way) from Koff & Associates headquarters in Berkeley, California.

2. Individual Classification and Compensation Studies and Classification Audits

Classification and compensation for smaller efforts (less than 5 classifications) and classification audits will be billed at a composite rate of **\$130 per hour**.

3. On-Call HR Services

The hourly rates for on-call HR services listed in Exhibit A are as shown:

- **President/CEO: \$165/hour**
- **Senior Project Manager: \$130/hour**
- **Project Manager: \$130/hour**
- **Senior Consultant/Consultant: \$120/hour**
- **Technical/Admin. Support: \$65/hour**

4. Administrative Fee

In addition to the hourly rates set forth above, Contractor will be charged an administrative fee of \$2.00 per hour of work performed under the contract. Contractor will pay this administrative fee to SACOG, and will not transfer this cost to the Participating Agencies.

Every six months, commencing at the effective date of this Agreement, Contractor will deliver to SACOG a report stating the number of hours billed to Participating Agencies during the prior six-month period. Concurrently with the delivery of said report, Contractor will pay SACOG an administrative fee of \$2.00 per hour as shown in the report, and as stated above, will not transfer

this administrative charge to Participating Agencies. Payment shall be made on the basis of actual service delivery without any withholding for late payment by a Participating Agency.

April 13, 2018

Georg Krammer
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Re: Agreement for the Joint HR Services Agreement

Dear Mr. Krammer:

The City of Colfax has petitioned SACOG for inclusion as a Participating Agency in the Agreement of the Joint HR Services Agreement. Per Exhibit A (Available Services) of the Agreement, public agencies may join this Agreement only upon prior written approval by SACOG and the Contractor (Koff & Associates).

Please approve this agency's participation by signing below. If you have any questions, please contact Conor Peterson at (916) 319-5188 or via email at cpeterson@sacog.org

Sincerely,

Conor Peterson
Contract Project Manager

CP: pm

eSigned via SeamlessDocs.com
Conor Peterson
Key: 84293db58670246633649ae1030adaa

Approved:

eSigned via SeamlessDocs.com
Georg Krammer
Key: b9d0373440ae8dca6b0e0ad5e3aac0a2

George Krammer, Chief Executive Officer
Koff & Associates

04/13/2018

Date

Auburn
Citrus Heights
Colfax
Davis
El Dorado County
Elk Grove
Folsom
Galt
Isleton
Live Oak
Lincoln
Loomis
Marysville
Placer County
Placerville
Rancho Cordova
Rocklin
Roseville
Sacramento
Sacramento County
Sutter County
West Sacramento
Wheatland
Winters
Woodland
Yolo County

EXHIBIT E**FORM OF PARTICIPATING AGENCY SUB AGREEMENT****HR SERVICES PROCUREMENT SUB-AGREEMENT****between*****Koff & Associates and the City of Colfax***

THIS HR SERVICES PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this 28th day of June, 2018, by and between the *City of Colfax, a municipal corporation of the State of California* (hereinafter "Participating Agency"), and *Koff & Associates a California Corporation* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated *September, 2016* (the "SACOG Agreement") to provide various forms of Human Resource Services to certain participating SACOG member agencies and other eligible entities; and

B. The Participating Agency desires to purchase Human Resource Services from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor may perform any of the Eligible Services set forth in Exhibit A of the SACOG Agreement. The actual services to be provided by Contractor to the Participating Agency are set forth in the scope of work attached hereto as Exhibit F.

3. The Participating Agency shall pay Contractor in arrears for Human Resource Services delivered in accordance with the rate schedule set forth in Exhibit B of the SACOG Agreement, attached hereto. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

5. Insurance Requirements.

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

7. Project Manager:

The Participating Agency’s project manager for this Agreement is Wes Heathcock, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Wes Heathcock, City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

Contractor’s project manager for this Agreement is Georg Krammer. No substitution of Contractor’s project manager is permitted without the prior written agreement of Participating Agency; which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Georg Krammer, CEO
Koff & Associates
2835 7th St
Berkeley, CA 94710

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

PARTICIPATING AGENCY:

WES HEATHCOCK, City Manager

KOFF & ASSOCIATES, INC.:

GEORG KRAMMER, Chief Executive Officer



Submittal date: June 5, 2018

Proposal for Human Resource Consulting Services

City of Colfax

Submitted by:

Koff & Associates

Georg S. Kramer
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

EIN: 61-1493064

gkramer@koffassociates.com
Tel: 510.658.5633
Fax: 510.652.5633



June 5, 2018

Ms. Lorraine Cassidy, City Clerk
City of Colfax
33 S Main St, PO Box 702
Colfax CA 95713

Dear Ms. Cassidy:

Thank you for the opportunity to respond to your request for “Human Resource Services” information and pricing for the City of Colfax (“City”).

We are most interested in assisting the City with its critical Human Resources needs.

Koff & Associates (“K&A”) is an experienced human resources consulting firm that has been providing similar services to cities, counties, special districts, courts, and other public agencies for thirty-four (34) years. Founded in 1984, our firm has achieved a reputation for working successfully with management, employees, and union representatives.

As Chief Executive Officer of the firm, I would be responsible for the successful completion of all services and projects and accountable for all deliverables. I can be reached at our Berkeley address and phone number as listed on our cover page and in the footer below. My email address is gkrammer@koffassociates.com.

Please call us if you have any questions or wish additional information.

Sincerely yours,

A handwritten signature in blue ink that reads 'Georg S. Krammer'.

Georg S. Krammer
Chief Executive Officer



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Human Resources Services Proposal

City of Colfax

FIRM PROFILE

Koff & Associates ("K&A"), a California corporation founded in 1984 by Gail Koff, is a highly experienced full-spectrum, public-sector Human Resources consulting firm. We have achieved a reputation for working successfully with management, employees and union representatives. We believe in a high level of dialogue and input from employees and management and our proposal speaks to that level of effort. That extra effort has resulted in close to *100% implementation* of all of our studies and other projects.

We have developed K&A's collaborative, transparent, and inclusive methodology over the course of our 34-year history to ensure optimal outcomes and success rates with all of our projects, particularly when various stakeholders with potentially divergent or conflicting priorities are involved. Our consensus-driven approach has always avoided formal appeals at the end of our studies and other projects, ensuring that clients are not left with a divided organization or negative employee morale. We are familiar with the various organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including serving as the management representative in negotiation meetings), working with City Councils, Boards of Commissioners, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are performance management; development of strategic management tools; organizational studies and industry/market surveys; training and development; best practices policy/procedure development and employee handbooks; human resources audits; public agency mergers and separations; executive search; classification studies and compensation analysis; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

Without exception, our studies, recruitments, and other Human Resources services have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All projects were brought to completion within stipulated time limits and proposed budgets. The firm's long list of clients is indicative of its reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with both the ability and the expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and on the recommendations and referrals of current clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

We are incorporated as **Kaneko & Krammer Corp. dba Koff & Associates, Inc., California Corporation #2785458**, and our headquarters are in Berkeley, CA; we also have satellite offices in Southern California, the Central Valley, and the Sacramento Region.

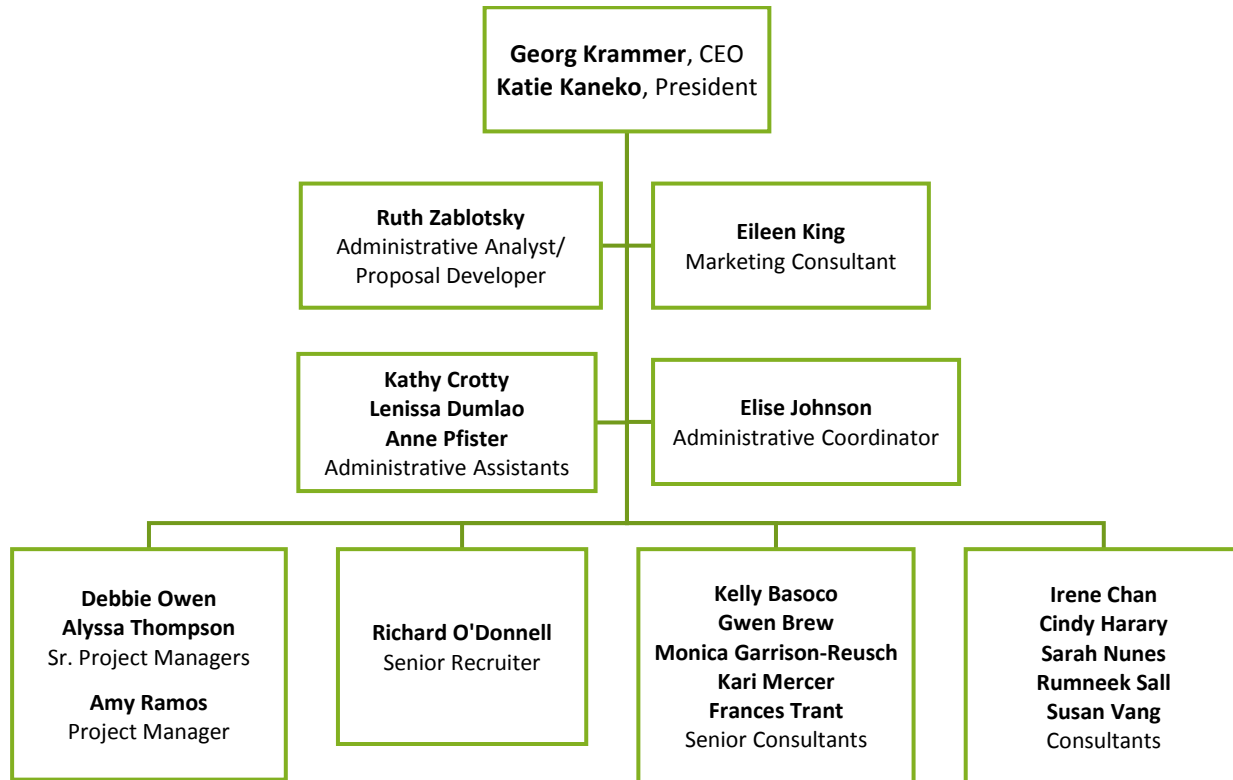


Human Resources Services Proposal

City of Colfax

Consultants

Our entire team consists of twenty-two (22) employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM TO BE ASSIGNED TO H.R. PROJECTS AT CITY OF COLFAX

Georg Krammer, M.B.A., S.P.H.R.
Chief Executive Officer

Georg brings twenty (20) years of management-level human resources experience to Koff & Associates with an emphasis in organizational development; classification and compensation design; market salary studies; executive and staff recruitment; performance management; and employee relations, in the public sector, large corporations and small, minority-owned businesses. He had five (5) years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo’s college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. With his wide-ranging and deep experience as a well-rounded senior



Human Resources Services Proposal

City of Colfax

HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates consulting team.

He has directed our work in providing HR Services to many of our clients over the course of his tenure at Koff & Associates, and has also spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

Georg would be key personnel for all Human Resources projects for the City of Marysville; he will coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for all work products and deliverables.

Frances Trant, SPHR, SHRM-SCP Project Manager

Frances Trant has over thirty (30) years of Human Resources experience, with over seventeen (17) years' experience in public sector HR leadership positions in California and other North American locations, where she was responsible for the delivery of complete HR services including Compensation and Benefit program management, Labor/Employee Relations, Recruitment, and leading nation-wide affirmative action programs. Most recently she spent over a year as interim Executive HR Director and Special HR Advisor to the Chancellor of UC Hastings College of the Law, based in downtown San Francisco where her employee and labor relations expertise facilitated labor negotiations and the implementation of a new electronic timekeeping system, as well as directing a comprehensive HR program. Her previous public-sector HR leadership includes almost seven (7) years as HR Director for the Housing Authority of Contra Costa, five (5) years as a Personnel Analyst II for Contra Costa Health Services. Following two years of recruitment, labor and employee relations responsibilities in the hospital/health clinic environment, she was asked to initiate and run organizational development activities for the 4,000-employee strong department which she did for almost three (3) years. During the winter of 2018 she was invited back to support Health Services by providing special coaching and advice to teams that asked for her 'updated support' from what she had provided nine (9) years earlier! Her first California public sector HR engagement was with the Mt. Diablo Unified School District, which covers 58 campuses based out of Concord. Prior experience includes fifteen (15) years in private and public-sector organizations throughout North America in companies ranging from 100 to 17,000. Private sector consulting clients include the World Bank, the American Red Cross, Canadian Blood Services and numerous private sector organizations.

Fran received her university education in Canada and passed her American professional HR certifications at the senior level so she could continue to provide high quality HR expertise when she moved to the U.S. She has taught the Human Resources Certification Institute (HRCI) certification exam preparation course for the past 15 years throughout the San Francisco Bay region, ensuring a wide variety of HR professionals receive their national HR certification and are able to practice as credible professionals in their workplaces.



Human Resources Services Proposal

City of Colfax

Fran joined Koff & Associates in April of 2018. We're thrilled to have someone with her background on our team.

Some of the projects she has worked on since joining us in April include:

- **HR services for:**
 - Marysville, Discovery Bay, Alameda County Transportation Commission
- **Classification and Organization projects:**
 - Albany (Police Department non-sworn staff), Los Altos, City of Redlands, East Palo Alto Sanitary District,

Fran will provide consultant support throughout this effort, including day to day employee and labor relations, evaluations, performance improvement, development of recommendations, and implementation strategies.



Human Resources Services Proposal

City of Colfax

METHODOLOGY

We submit customized, technical proposals to provide Human Resources Services, whether those services are recruitment, training or coaching, organizational analysis, strategic planning, succession planning, 360 Degree Performance Evaluations, or other types of HR services such as discipline and labor law and policies, policy or procedure writing, updating or reviewing. These could include but are not limited to, special projects such as workplace violence, investigating alleged hostile work environments, investigating and managing disability leaves, and addressing other ADA-related issues.

Note: while we are not labor law attorneys, we are skilled in the matters of employee discipline and can offer our 34 years' experience in dealing with California labor law in the public sector.

Overall Objectives:

- Disciplinary matters;
- Labor law and/or policy matters;
- Policies and procedures;
- Special projects;
- Investigations; and
- Recruitment Services for both executive and staff positions (if needed).

ON-CALL HR SERVICES:

We are accustomed to being in a “stand-by” and/or “as-needed” mode for our clients’ miscellaneous needs and are always available and responsive. Whether it is an employee/labor relations issue, assistance with various labor laws (Title VII, Leave Laws, FLSA, ADA, EEOC), wage and hour issues for exempt and non-exempt employees, personnel files and record keeping, HR forms, new-hire orientation, performance evaluation programs, job classification, developing individual job descriptions, reclassifications, re-organizations, compensation and salary surveys, compensation plan development, discipline and grievances, difficult terminations, investigations, documentation, policy interpretation and implementation, training, and other employee and labor relations issues and general professional HR advice – our staff is more than happy to assist with any situation the City may encounter.

While we are not attorneys and cannot give legal advice, we are very well-versed with labor laws and regulations, how to interpret them, and how to put them into practice within an organization. We are also accustomed to looking at the big picture and overall HR infrastructure, especially when working for a new client. By bringing a global approach and best practices to each organization, we may make suggestions and recommendations regarding areas that need to be addressed, even if they are not directly related to what we’re currently working on.

There are many different aspects and facets to Human Resources and the valued-added we strive to bring to each organization is to not only focus on the specific task at hand but to also ensure we bring shortfalls in other areas to the organization’s attention if we observe any. We believe it is our responsibility to at least bring those to the client’s attention and offer recommendations as to how to address and resolve a



Human Resources Services Proposal

City of Colfax

situation, or at a minimum (depending on the client's wishes) to assess the criticality of the situation (legal compliance and imminent liability vs. "it might be a good idea to look at this situation").

FEE SCHEDULE

H.R. Services:

- | | |
|---------------------------------|------------|
| • President/CEO: | \$165/hour |
| • Senior Project Manager: | \$130/hour |
| • Project Manager: | \$130/hour |
| • Senior Consultant/Consultant: | \$120/hour |
| • Technical/Admin. Support: | \$ 65/hour |

Other Services:

Should the City determine it desires Classification and/or Compensation studies, or executive search services, we will provide separate, highly detailed (or shorter bullet-point) proposals with individualized timelines and cost proposals for each.

If you participate in the SACOG Joint Regional Agreement, the SACOG composite rate for large scale Class & Comp studies is \$123.50/hour. For smaller efforts (less than 5 classifications) and classification audits the SACOG composite rate is \$130/hour.

Let us know if you are interested in any additional services and we will provide our detailed methodology, timelines, staff bios, and rates for those services as well.

INSURANCE ACKNOWLEDGEMENT

We will submit and support the levels of coverage shown upon award of a contract for any project.

Workers' Compensation:	Statutory Limits
Commercial General Liability:	\$2,000,000 per occurrence
Professional Liability (Errors & Omissions):	\$1,000,000 per occurrence
Automobile Insurance:	\$1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, Integro Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.



Human Resources Services Proposal

City of Colfax

Proposal Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid at least for ninety (90) days.

Respectfully submitted,

By: **KOFF & ASSOCIATES**
State of California

Georg S. Kramer
Chief Executive Officer

June 5, 2018





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 27, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: June 20, 2018
SUBJECT: Public Hearing on the written report of delinquent sewer service charges and delinquent refuse collection fees.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Conduct a public hearing to consider public and staff comments and adopt separate resolutions requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2018-2019.

SUMMARY:

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

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

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

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

FISCAL IMPACT:

There are \$90,673.34 delinquent Sewer charges and \$7,836.35 delinquent refuse collection fees due as of June 20, 2018. These amounts will be paid to the City and deposited into the appropriate fund.

CONCLUSION:

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

ATTACHMENTS:

1. Exhibit A – Report of Delinquent Sewer Service Charges and Refuse Collection Fees (Revised Report Date June 20, 2018)
2. Resolution 50-2018
3. Resolution 51-2018

City of Colfax

Delinquent Sewer Accounts

Report Date: June 20,2018

Location ID	Service Address	Total Due	Name	Prop ID
AUBN-000011-0000-00	11 N AUBURN STREET	\$874.46	SIMS/JULIE//	006073009000
AUBS-000150-0000-00	150 S AUBURN ST	\$1,097.73	GARGAN/STEPHANIE//	006103006000
AUBS-000300-0000-00	300 S AUBURN ST	\$1,103.35	WILLIAMS/KERN//	006143013000
AUBS-000308-0000-00	308 S AUBURN ST	\$821.68	SPORTY DOG INVESTMENTS, INC	006143005000
AUBS-000313-0000-03	313 S AUBURN ST	\$1,673.21	MALNONADO/ISACC//	006141004000
BENT-024675-0000-00	24675 BEN TAYLOR RD	\$1,673.21	RIEDEL/CHRIS//	100120047000
CACC-000202-0000-02	202 CANYON CREEK CIR	\$1,097.73	MACHE/RUTH ELLEN//	101200029000
CACC-000214-0000-00	214 CANYON CREEK CIR	\$1,673.21	CHAVEZ/JOSE//	101200031000
CACC-000238-0000-00	238 CANYON CREEK CIR	\$795.86	POPE/LAURIE//	101200035000
CACC-000300-0000-00	300 CANYON CREEK CIR	\$1,673.21	KEANE/LISETTE//	101200044000
CANC-000203-0001-00	203 CANYON COURT/333 CANY	\$1,673.21	FTCRA./LLC.//	101080030000
COLF-000015-0000-01	15 COLFAX AVE	\$1,673.21	DAHMEN/KIRSTIN//	006053007000
COND-000104-0002-00	104 CONDI LN	\$1,355.56	MEDEIROS/JOHN//	100260026000
CULV-000015-0000-00	15 CULVER ST	\$1,673.21	RAMEY/B.L.//	006063006000
CULV-000232-0000-00	232/236 CULVER ST	\$3,011.82	CHIPP/RORY//	006092011000
EASY-000306-0000-03	306 EASY WAY	\$1,338.77	NOVAES/JAMES//	100110028000
FOHN-000160-0000-00	160 N FOREST HILL AVENUE	\$815.09	WELLS/RICKY//	006043015000
FORS-000120-0000-00	120 S FOREST HILL AVE.	\$1,386.23	NATALIE ALTA-MIRANO	006104008000
FORS-000159-0000-00	159 S FOREST HILL AVE.	\$1,673.21	WILLIAMS/JANET//	006044006000
FOST-000204-0000-02	204 FOSTER RD	\$1,673.21	THATCHER/STEPHEN//	100270027000
FOST-000210-0000-02	210 FOSTER RD	\$1,673.21	BARNARD/MICHAEL & DENISE//	100270024000
GEAR-000009-0000-00	9 GEARHART LN	\$1,619.71	JOHNSON/DAVID//	006010006000
GEAR-000044-0000-00	44 GEARHART LN	\$1,673.21	GRACELYNN INTERPRISE, INC	006022002000
GLEN-000203-0001-00	203 GLENDALE RD	\$1,673.21	SANCHEZ/JUSTINO//	100270030000
GLEN-000205-0000-85	205 GLENDALE RD	\$1,673.21	KANE/JOAN//	100270047000
GRAV-023755-0000-00	23755 GRAND VIEW AVE	\$1,761.17	OSGOOD/BOB//	101161028000
H174-000323-0000-00	323 HWY 174	\$813.79	DELCASTILLO/NICOLE//	006143011000
HILH-000313-0000-00	313 HILL HAVEN DRIVE	\$1,456.96	EVANSEN/KARL & SARAH//	101161014000
JEFF-000245-0000-00	245 JEFFERY PL	\$2,240.97	CUREY/VICKY//	006112018000
LINC-000029-0000-00	29 LINCOLN ST	\$1,418.19	ANDERSON/SELEN//	006093005000
MAIN-000007-0000-00	7 N MAIN ST	\$3,793.82	ESTATE OF GARY TODD	006071007000
MARE-000121-0000-02	121 E MARVIN STREET	\$1,673.21	OHNMACHT/ROB//	006074009000
MINC-000116-0000-01	116 MINK CREEK DR	\$1,673.21	BARR/JASON//	100260053000
NEWM-000021-0000-00	21 NEWMAN ST	\$813.79	WREN/DOUG AND ROBYNN//	006092015000
NEWM-000033-0000-00	33 NEWMAN ST	\$1,122.38	KEYES/TIM//	006092008000
NORS-000032-0000-00	32 NORTH STAR AVE	\$1,658.01	PANTER/JOHN HENRY//	006076023000
OAKE-000010-0000-00	10 E OAK ST	\$1,184.20	CAMPBELL/MARTHA//	006101009000
OAKE-000034-0000-00	34 E OAK ST	\$1,021.09	FIDDYMENT/KATHRYN//	006101007000
OAKH-000108-0000-00	108 OAK HILL DR	\$1,472.24	SCHWARTZ/KRIS//	006010046000
OAKH-000139-0000-00	139 OAK HILL DR	\$1,673.21	SARGENT/PHIL//	006010039000
OAKH-000140-0000-02	140 OAK HILL DR	\$1,415.69	HILTON/MATTHEW//	006010041000
OAKR-001334-0000-00	1334 OAK RIDGE DR	\$2,514.63	SHOBERG/KERRY//	100250044000
OAKW-000201-0000-00	201 W OAK ST	\$1,097.73	PETERSEN/JEFFREY//	006080025000
OAKW-000211-0000-00	211 W OAK ST	\$1,673.21	GONZALES/JIMMY & TIFFANY//	006080032000
OAKW-000233-0000-00	233 W OAK ST	\$2,084.62	BOZZA/FRANK//	006080017000
PINS-000155-0000-00	155 PINE ST	\$3,011.82	SMITH/VICKI//	006112063000
PLEA-000150-0000-00	150 PLEASANT ST	\$1,673.21	MARKLE/HELEN//	006030006000
RISS-000230-0000-00	230 RISING SUN RD	\$1,673.21	HOLDERFIELD/KELLEY//	006080042000
ROSE-000333-0000-00	333 ROSE AVE	\$678.71	DESOTO/CHARLES//	006122002000
SHOL-000444-0000-00	444 SCHOLTZ AVE	\$1,673.21	PRICE/WAYNE//	100130050000
TREA-000151-0000-02	151 TREASURTON ST	\$1,658.01	MARK/LISA//	100260013000
TREA-000180-0001-00	180 TREASURTON ST	\$804.63	BURT/KRISTINA//	100260001000
TREA-000203-0000-00	203 TREASURTON ST	\$594.50	PENA/NICOLAS//	100260036000
TREA-000212-0000-00	212 TREASURTON ST	\$1,673.21	LESTRANGE/DEBORAH//	100270016000
VIST-000222-0002-00	222 VISTA AVE	\$1,673.21	HECKMAN/JOSHUA//	006045004000
VIST-000225-0000-03	225 VISTA AVE	\$538.31	CONKLIN/SONJA//	006044011000
WALN-000010-0000-02	10 WALNUT ST	\$2,043.05	SEAL/ADAM & EMMA//	006133002000
WALN-000044-0000-00	44 WALNUT ST	\$1,673.21	MCSHANE/BETH//	006133005000
WIND-000115-0000-00	115 WINDER RD	\$1,673.21	KIPP/SAMUEL & SARA//	100260025000

Total	59	\$90,673.34
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City of Colfax

City Council

Resolution № 50-2018

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

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

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

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

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

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

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

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

WHEREAS, the City has, on June 27, 2018, held a duly noticed public hearing and afforded each delinquent property owner identified on Exhibit A to this Resolution the right to object to and protest the assessment lien for delinquent collection charges and administrative fees; and

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 27th day of June, 2018 by the following vote on roll call:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

City of Colfax

City Council

Resolution № 51-2018

REQUESTING COLLECTION OF SEWER SERVICE CHARGES ON THE PLACER COUNTY TAX ROLL FOR TAX YEAR 2018-2019

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

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

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

WHEREAS, at the June 27, 2018 hearing the City Council heard and considered all objections and protests to the Report and determined that protests were not made by the owners of a majority of the separate parcels of property described in the Report; and

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

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

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

1. The foregoing recitals are true and correct statements of fact and are hereby incorporated into this Resolution.

2. The Report attached as Exhibit A hereto is adopted and said adoption is final. The City Clerk is hereby directed to file with the Placer County Auditor-Controller a copy of this Resolution and the Report.

3. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, listed on the Report attached as Exhibit A attached hereto.

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

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

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY passed and adopted at a regular meeting of the City Council of the City of Colfax held on the 27th day of June, 2018 by the following vote on roll call:

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

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk