



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR STEVE HARVEY • MAYOR PRO TEM TONY HESCH
COUNCILMEMBER KIM DOUGLASS • COUNCILMEMBER WILL STOCKWIN

REGULAR MEETING AGENDA

January 25, 2017

Regular Session 7:00 PM

1) OPEN REGULAR MEETING

- 1A. Call 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) COUNCILMEMBER APPOINTMENT

- 2A. Discussion and Consideration of Applicants to Fill a Vacancy on the City Council

RECOMMENDATION: Review applicants and adopt Resolution 03-2017: Appointing _____ to fill the vacancy created by the ineligibility of Councilmember Elect Wally Costa.

- 2B. Oath of Office for New Councilmember

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 City staff.

RECOMMENDED ACTION: Approve Consent Calendar

- 3A. Minutes - City Council Meeting January 11, 2017

Recommendation: Approve the Minutes of the Regular Meeting of January 11, 2017.

- 3B. RGS Contract Extension for Planning Services

RECOMMENDATION: Adopt Resolution 04-2017 authorizing the City Manager to extend the contract with RGS for planning services on an as needed basis from the initial \$85,000 to not to exceed \$170,000 and subject to renewal June 30, 2018.

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.

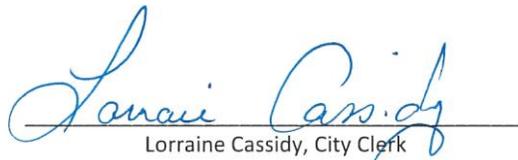
- 5A. **Committee Reports and Colfax Informational Items - All Councilmembers**
- 5B. **City Operations Update – City staff**
- 5C. **Additional Reports – Agency partners**

6) COUNCIL BUSINESS

- 6A. **Proposal for Business Development, Jonelle Tannahill**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Discuss and approve proposal.
- 6B. **2017 Goals and Objectives from Workshop/Special Meeting of January 25, 2017**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Approve goals as presented.

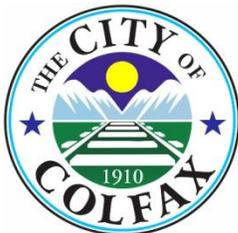
7) ADJOURNMENT

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.





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JANUARY 25, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED By: Lorraine Cassidy, City Clerk

DATE: January 12, 2017

SUBJECT: Discussion and consideration of applicants to fill a vacancy City Council

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$ N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Review applicants and adopt Resolution 03-2017: Appointing _____ to fill the vacancy on the City Council created by the ineligibility of Councilmember Elect Wally Costa.

SUMMARY:

At the January 11, 2017 regular meeting of the City Council, City Council agreed to fill the City Council vacancy created when Wally Costa was not eligible to take the oath of office on December 14, 2016, taking applications from interested citizens to fill the vacant seat.

To fill the vacancy by appointment, a majority of the Council present must agree on the individual to be appointed. Assuming all four members are present, three must agree. If three are present, two must agree. As there may be difficulty in reaching a consensus, staff has created a Candidate Rating Form which Council may opt to use to help with the discussion by allowing each council member to clarify which applicants will best serve the City for the next 2 years.

The Brown Act applies to Council discussions regarding the appointment. Although the Brown Act allows the Council to meet in closed session to discuss appointment of employees, consultants and others, Councilmembers cannot meet in closed session to discuss appointing an individual to fill a Council seat. Those discussions have to occur in open session. A quorum of the Council cannot meet or otherwise discuss the appointment outside of a properly called public meeting.

Staff reminds Council of the importance of a full Council to prevent the frustration of split decisions and stalemate. Please keep in mind the appointment is only until the 2018 election, 21 ½ months.

ATTACHMENTS:

1. Resolution 03-2017
2. Candidate Rating Form

City of Colfax

City Council

Resolution № 03-2017

**APPOINTING _____ TO FILL THE VACANCY ON THE CITY
COUNCIL CREATED BY THE INELIGIBILITY OF COUNCILMEMBER ELECT
WALLY COSTA**

Whereas, City Council of the City of Colfax certified the election results of November 8, 2016 and Councilmember Elect Wally Costa was ineligible to take his seat on effective December 14, 2016; and

Whereas, the ensuing vacancy must be filled within 60 days of the Council Vacancy to hold office until the next general municipal election which will be held in November 2018 or call a special election in accordance with California Government Code §36512; and

Whereas, the City Council has determined that it is in the best interests of the City of Colfax to fill the vacancy by appointment instead of calling a special election for the purpose of doing so; and

Whereas, the City Council posted notice of the vacancy and solicited applications to fill the vacancy from qualified electors of Colfax; and

Whereas, _____ submitted an application to fill the vacancy and is a duly qualified elector of the City of Colfax; and

Whereas, the City Council finds and determines that it is in the City's best interests to appoint _____ to the City Council to fill the vacancy until the next general municipal election.

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 City Council hereby appoints _____ to the Colfax City Council to fill the vacancy created by ineligibility of Wally Costa. This appointment will take effect upon adoption of this resolution and administration of the oath of office to _____ who shall hold office until certification of the next general municipal election which will be in November 2018.

The forgoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 25th day of January 2017 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, January 11, 2017
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. **Call to Order**

Mayor Harvey called the open session to order at 7:00PM.

1B. **Pledge of Allegiance**

Tom Parnham, Colfax.resident led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Harvey, Hesch, Stockwin

1D. **Approval of Agenda Order**

On a motion by Councilmember Stockwin, seconded by Councilmember Douglass, the City Council approved the agenda.

AYES: Douglass, Harvey, Hesch, Stockwin

2 PRESENTATIONS

2A. **Community Revitalization**

Jonelle Tannahill, Tannahill Consulting

City Manager Schempf introduced Ms. Tannahill.

Ms. Tannahill gave a PowerPoint presentation regarding her ideas to enhance community growth in Colfax. She can be a resource to help Colfax with marketing for businesses and events, coordinating and expanding volunteer efforts and grant funding.

2B. **Nevada Irrigation District (NID) – Centennial Dam**

Rem Scherzinger, Executive Director

Mr. Scherzinger gave an update on the Centennial Dam Project, explaining the status of the various studies required before the project can be built. He stated the current plan is to route traffic from the new reservoir day use area through Weimar, but the signage and support from NID could be shifted to come through Colfax if the City expresses an interest in being the gateway to both Rollins Lake and the new reservoir.

Mayor Harvey and Mayor Pro Tem Hesch agreed to meet with NID officials to discuss this possibility and report back to Council.

3 CONSENT CALENDAR

3A. **Minutes City Council Meeting of December 14, 2016**

Recommendation: Approve the Minutes of the Regular Meeting of December 14, 2016.

3B. **Cash Summary Report – November, 2016**

Recommendation: Accept and File.

3C. **Council Committee Assignments 2017**

Recommendation: Review and Approve City Council Committee Assignments for 2017.

Mayor Harvey pulled item 3C to make an addition.

Mayor Harvey would like to create a committee to assist staff in writing an employee handbook which can be adopted by Council quickly. Councilmembers Stockwin and Douglass agreed to be on the Employee Handbook Committee.

On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Hesch, Council approved the consent calendar as amended.

AYES: Douglass, Harvey, Hesch, Stockwin

4 COUNCIL, STAFF, AND OTHER REPORTS

4A. Committee Reports and Colfax Informational Items – All Councilmembers

Mayor Pro Tem Hesch

- Mayor Pro Tem Hesch followed up on the status of the Performance Bond for the Sierra Oaks development – the City Planner and City Manager will forward to Council when the Performance Bond is drawn up.
- He asked for the status of the Maidu Property which is in escrow and set to close in February.
- He appreciates the efforts of the Public Works staff to come through the storm with relatively few issues.
- He attended the SACOG retirement party for their Executive Director.

Councilmember Stockwin

- Councilmember Stockwin attended the Vector Control Board Meeting.
- He stated rainfall for the season is 28.44” which is significantly higher than has been recorded in the past few years.

Councilmember Douglass

- Councilmember Douglass attended the SACOG meeting.
- He is the Council Liaison to the Sierra Vista Community Center Board, but as a member of the Bianchini Board, he needs to step down. The Council will need to appoint a new Liaison.
- He appreciates the efforts of the Wastewater Treatment Plant team to keep the plant running smoothly despite the heavy rains.
- He encouraged everyone to support the Lions Club at the Crab Feed on Saturday.

Mayor Harvey

- Mayor Harvey gave an update on CDBG committee meeting. The Committee agreed Colfax needs to regain disadvantaged community status, create a list of viable projects, and submit an application. CDBG may not grant funds for a project this year, but the City will receive bonus points for the next cycle. Residents are asked to submit a list of five projects to City Hall for Council to consider.

4B. City Operations – City Staff

City Manager Schempf

- City Manager Schempf praised the field crews for good work during the storm; there was minimal damage reported.
- PG&E will be upgrading street lamps in the City to LED.
- City Manager Schempf updated Council on the new Complaint/Issue Log staff will be using to track progress and responses to public calls or emails.

City Attorney Cabral

- City Attorney Cabral gave a synopsis of HR3353, a bill introduced to Congress to reduce legal fees and costs to small jurisdictions for sewer mishaps. The bill may be reintroduced to Congress by Representative Duncan Hunter. At Council's request, City Attorney Cabral sent a letter of support for the bill to our local congressman, Congressman LaMalfa.

4C. **Additional Reports – Agency Partners***Sergeant Conners, Placer County Sheriff's Office Colfax Substation Commander*

- Sergeant Conners stated Sheriff Bonner announced his retirement for February.
- The grand opening of the sub-station will be in January 24, 2017 at 10:00AM.

Frank Klein, President of the Colfax Area Chamber of Commerce

- Mr. Klein invited everyone to the Chamber Luncheon on January 25, 2017 at 11:30 at Dine n Dash. Tickets are \$25. The Chamber will install new board members.

5 **PUBLIC COMMENT***Tom Parnham, Colfax.resident*

- Mr. Parnham reported he had recently toured the Wastewater Treatment Plant and found the plant running well despite the huge storm. The Infiltration and Inflow (I&I) project which was designed to keep excessive storm water out of the sewer system worked!
- He encouraged Council to support a railroad museum in town.
- He stated he does not want the Centennial project to build a dam on the Bear River to move forward.

Diana Suarez, area resident

- Ms. Suarez spoke against the Centennial project on the Bear River

John Baggett, Superintendent/Principal Colfax Elementary School

- Mr. Baggett introduced himself to Council and stated he would like to work with and support the City of Colfax.

6 **PUBLIC HEARING**

- 6A. **Public Hearing and second reading of Ordinance 531: an Ordinance of the City Council of the City of Colfax repealing and amending chapter 15.04 and 15.08 of the Colfax Municipal Code and adopting by reference the most recent editions of the following standard codes: the California Building Standards Code (Cal. Code Of Regs. Title 24) including the California Administrative Code (Part 1), the California Building Code (Part 2), the California Residential Code (Part 2.5), the California Electrical Code (Part 3), the California Mechanical Code (Part 4), the California Plumbing Code (Part 5), the California Energy Code (Part 6), the California Historical Building Code (Part 8), the California Fire Code (Part 9), the California Existing Building Code (Part 10), the California Green Building Standards Code (Part 11- Cal Green) & the California Referenced Standards Code (Part 12) together with amendments and additions to the various codes providing for penalties for the violation thereof, repealing all other ordinances in conflict therewith**
- STAFF PRESENTATION:** John Schempf, City Manager
- RECOMMENDED ACTION:** Adopt Waive the second reading of the proposed Ordinance and read by title only, conduct a public hearing and adopt Ordinance 531.

Mayor Harvey opened the public hearing at 8:39PM. There was no public comment. Mayor Harvey closed the public hearing at 8:39PM.

Council had no comment.

On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Hesch, City Council waived the second reading and adopted Ordinance 531.

AYES: Douglass, Harvey, Hesch, Stockwin

7 **COUNCIL BUSINESS**

7A. **City Council Vacancy**

PRESENTATION: Mick Cabral, City Attorney

RECOMMENDATION: Discuss and direct staff as appropriate.

City Attorney Cabral stated Council has 60 days to fill the City Council vacancy. The vacancy officially occurred on December 14, 2016 when Wally Costa was not able to take his oath of office. Council has until February 12, 2017 to appoint a council member or call a special election. If the election is called, it will be held in June 2017.

Council discussed the process of determining whom to appoint and opted to advertise, take applications and interview applicants at the next meeting. They also agreed to address this in the future to develop a policy for filling Council vacancies.

City resident, Tom Parnham, and area residents, Mark Younggren and Rich Miller, spoke in favor of the appointing the next highest vote-getter from the November election.

7B. **Skateboard Park – Request for \$5,000 and updated resolution**

STAFF PRESENTATION: Ty Conners, Colfax Substation Commander

RECOMMENDATION: Adopt Resolution 01-2017 approving design plans for the proposed skatepark and authorizing the contribution of \$5,000 towards construction of the proposed skatepark.

Sergeant Conners stated the Skatepark design and fundraising efforts have been a collaborative effort. He introduced members of the committee; Matthew Eversole, Jeff Baughn, Erik Bibelmeimer and Andrew Beibelmeimer. Each spoke about how the skatepark will benefit the Colfax community. Sergeant Conners stated about \$30,000 has been raised so far. The committee will apply for grants and begin soliciting corporate donations next, but is requesting the City confirm support of the skatepark by contributing \$5,000.

Council discussed the skatepark and asked to be informed as drainage and security systems are designed. They asked for reassurance the skatepark funds would be used for the skatepark and as many demographics as possible be able to use the park. The \$5,000 will be taken from a community projects fund which cannot be used for general funding of the City.

On a motion by Mayor Pro Tem Hesch, seconded by Councilmember Douglass, Council adopted Resolution 01-2017.

AYES: Douglass, Harvey, Hesch

NOES: Stockwin

Mayor Harvey adjourned the meeting for a brief recess at 9:38PM.
The meeting resumed at 9:46PM.

7C. **Operations and Administrative Staffing Adjustments**

PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Receive staff presentation, discuss and approve Resolution 02-2017 approving operational and administrative staffing adjustments including Working Supervisor (Public Works), new Wastewater Treatment Plant Operator II, adjusted City Clerk, modified Accounting Technician, and new Customer Service Representative positions.

City Manager Schempf introduced the item, stating the proposals presented to Council will allow for better coverage and cross training in the office, more efficiency for the field staff and safety at the Wastewater Treatment Plant.

Supervisory staff explained in detail how the position changes would benefit the City and how they would impact the budget.

Council discussed each proposed change and received clarification.

There was no public comment.

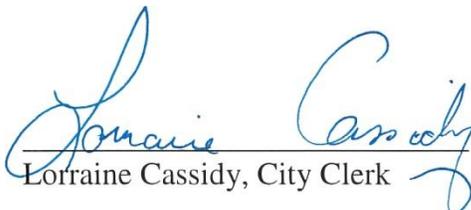
On a motion by Councilmember Stockwin and a second by Mayor Pro Tem Hesch, Council unanimously approved adopting Resolution 02-2017.

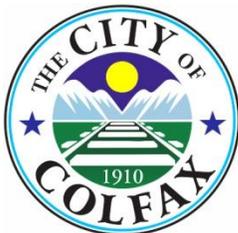
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

8 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 10:34PM.

Respectfully submitted to City Council this 25th day of January, 2017


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JANUARY 25, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED By: Staff

SUBJECT: RGS Contract Extension for Planning Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$170, 000 total contract – 6/2015 to 6/2018	FROM FUNDS: 100-450
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RECOMMENDED ACTION: Adopt Resolution 04-2017 authorizing the City Manager to extend the contract with RGS for planning services on an as needed basis from the initial \$85,000 to not to exceed \$170,000 and subject to renewal June 30, 2018.

ISSUE STATEMENT AND DISCUSSION:

The current contract with Regional Government Services (RGS) provides contract services for an onsite Planning Director on an as needed basis. RGS was created by local governments to support local governments. Regional Government Services is a Joint Powers Authority (JPA) providing administrative, staffing and consulting services to other public agencies. RGS does not operate on a for-profit basis and is supported solely by fees for services. Thus, RGS is able to provide professional services to other public agencies at affordable costs.

They have successfully provided Colfax with the services of Amy Feagans, who has 20+ years of experience as a planner in the Sierra foothills region. Ms. Feagans is experienced, knowledgeable and dedicated to public service. She guides developers and potential Colfax business owners through the various planning processes. She has developed a new planning application and begun the process of updating the Colfax zoning maps. The current contract with RGS requires approval from City Council to extend services on an ongoing, as needed basis beyond January 2017. The contract services were approved in conjunction with Council budget discussions. Funding is through the General Fund with revenue available with the City’s increasing planning activity.

ATTACHMENTS:

1. Resolution 04-2017
2. RGS Contract Extension (1st Amendment to the Contract)
3. RGS Contract

City of Colfax

City Council

Resolution № 04-2017

**AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH
RGS FOR PLANNING SERVICES ON AN AS NEEDED BASIS, FROM THE
INITIAL \$85,000 TO NOT TO EXCEED \$170,000
AND SUBJECT TO RENEWAL JUNE 30, 2018**

Whereas, the City of Colfax needs the services of a Planner on an on-call basis; and

Whereas, RGS is a qualified Joint Powers Authority for supplying Planning personnel;
and

Whereas, RGS has successfully provided the services of Amy Feagans who has over twenty years of experience as a planner and; and,

Whereas, the RGS initial contract has been fulfilled, and the City is need of extending the contract through June 30, 2018,

Now, Therefore, Be It Resolved and Declared by the City Council of the City of Colfax, that the City Manager is authorized to extend the contract with Bureau Veritas for Building Inspection services on an as needed basis, not-to-exceed \$170, 000.

The Foregoing Resolution was Duly and Regularly Adopted at a regular meeting of the City Council of the City of Colfax held on the 25th day of January 2017 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



**AMENDMENT NO. 1 TO AGREEMENT FOR MANAGEMENT
AND ADMINISTRATIVE SERVICES FOR CONTINUATION OF SERVICES**

This document constitutes the Continuation of Services Amendment No. 1 entered into as of the 12th day of January, 2017, to the Management and Administrative Services Agreement entered into as of the 24th day of June, 2015 by and between the City of Colfax, hereinafter called "Agency", and Regional Government Services Authority, hereinafter called "RGS".

RECITALS

This Continuation of Services Amendment is entered into with reference to the following facts and circumstances:

- A. Agency desires to amend the provisions of the Management and Administrative Services Agreement to extend the services of the Coordinating Advisor.
- B. RGS is desirous of these changes as well.

Based upon the foregoing Recitals Agency and RGS agree to the terms of continued services set forth in Exhibit A.

- C. All other terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Continuation of Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

City of Colfax

Dated: _____

REGIONAL GOVERNMENT SERVICES
AUTHORITY

John Schempf, Colfax City Manager

Richard H. Averett, RGS, Executive
Director

EXHIBIT A

The extension of the current services will be effective starting January 16, 2017, and this agreement is anticipated to remain in force through June 30, 2018, unless extended by mutual consent of both parties.

Hourly rates and “not to exceed” schedule will be amended as follows:

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Coordinating Advisor	\$100

*The Hourly Rate does not include direct external costs which will be invoiced to the Agency with no markup.

The cost of services shall not exceed one hundred seventy thousand dollars (\$170,000) without prior written approval.



Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

Main 650.587.7300 Fax 650.587.7311 P.O. Box 1350 Carmel Valley, CA 93924

www.rgs.ca.gov

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 24th day of June 2015, by and between the City of Colfax, a municipal agency (“Agency”), and **Regional Government Services Authority (RGS)**, a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

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

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

TERMS AND CONDITIONS

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

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

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

1.2 Assignment of Personnel. In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency shall make a request to RGS and RGS shall meet and confer in good faith to consider reassigning such person or persons. RGS shall assign only competent personnel to perform services pursuant to this Agreement.

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

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in the Exhibits and shall continue until the date anticipated in the Exhibits to terminate, at which time services may continue on a month-to-month basis until one party terminates the Agreement. This Agreement may be terminated by either

Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in the Exhibits.

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

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director will not reassign any of the staff indicated in the Exhibits without first consulting with the Agency. The Executive Director or assigned staff will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.
- 5.4** Agency shall not have any right to discharge any employee of RGS from employment.
- 5.5** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than ONE MILLION DOLLARS (\$1,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

6.2.2 Minimum scope of coverage. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

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

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by

the Agency shall be called upon to contribute to a loss under the coverage.

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

6.3.1 Claims Made Policies. The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

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

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

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

6.4.4 Variation. The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

- 6.4.5 Deductibles and Self-Insured Retentions.** RGS shall disclose to Agency self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
- 6.4.6 Insurance Policies.** The insurance policies shall be maintained throughout the term of this Agreement and proof of insurance shall be available for inspection by Agency upon request.
- 6.4.7 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.
- 6.5 Remedies.** In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:
- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order RGS to stop work under this Agreement or withhold any payment that becomes due thereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
 - c. Terminate this Agreement.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide

the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

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

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys' Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14. Employment Offers to Our Staff. Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to the AGENCY or has provided RGS services to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15. Entire Agreement. This Agreement, including the Exhibits, comprises the entire Agreement.

Section 16. Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations

will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

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

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

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

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

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

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

Section 17. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: City of Colfax
33 South Main Street
Colfax, CA 95713

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

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

DATED: 6/30, 2015

Agency



By: _____
Mark Miller, City Manager

APPROVED AS TO FORM:

DATED: 6/30/2015, 2015

By: Alfred Cabral

Alfred Cabral, City Attorney

DATED: 6/29/2015, 2015

Regional Government Services Authority

By: Richard H. Averett

Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 6/29/2015, 2015

By: Lindsey Zwickler, Esq. for Sky Woodruff

Sky Woodruff, Authority Counsel

Exhibit A**Compensation.**

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

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from March of the prior year to March of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days advance written notice.

Payment Address. All payments due RGS shall be paid to:
Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Mark Miller	mark.miller@colfax-ca.gov
Amy Ugalde	admin@colfax-ca.gov

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Mark Miller	Mark.miller@colfax-ca.gov
Lorraine Cassidy	city.clerk@colfax-ca.gov

RGS STAFF

	RGS STAFF POSITION	HOURLY RATE*
Amy Feagans	Coordinating Advisor	\$95.00

*The Hourly Rate does not include direct external costs which will be invoiced to the Agency with no markup.

The start date for the services to be performed is on or about July 7, 2015, and this Agreement is anticipated to remain in force through June 30, 2016.

Such employee may perform services at the Agency offices available in Colfax or at other locations.

The cost of services shall not exceed eighty-five thousand dollars (\$85,000) per year without prior written approval.

Exhibit B

Scope of Services. RGS shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As are consistent with the services described herein.
- Perform related work as required.

Certificate Of Completion

Envelope Number: A32ADC4C587448B1A7548989A22AED55	Status: Delivered
Subject: Please DocuSign this document: Colfax-RGS Agreement 2015-06-22.pdf	
Source Envelope:	
Document Pages: 13	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Linda T. Babonis
	P.O. Box 1350
	Carmel Valley, CA 93924
	lbabonis@rgs.ca.gov
	IP Address: 99.41.163.217

Record Tracking

Status: Original 6/29/2015 4:53:49 PM PT	Holder: Linda T. Babonis lbabonis@rgs.ca.gov	Location: DocuSign
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Signer Events

Signature	Timestamp
Richard H. Averett raverett@rgs.ca.gov Executive Director Regional Government Services Authority Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	Sent: 6/29/2015 5:03:55 PM PT Viewed: 6/29/2015 5:14:28 PM PT Signed: 6/29/2015 5:15:05 PM PT

Lindsey Zwicker, Esq. for Sky Woodruff lzwicker@meyersnave.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	<i>Lindsey Zwicker, Esq. for Sky Woodruff</i> Using IP Address: 98.210.35.84	Sent: 6/29/2015 5:15:06 PM PT Viewed: 6/29/2015 5:15:28 PM PT Signed: 6/29/2015 5:17:55 PM PT
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Alfred Cabral aacabral1954@gmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	<i>Alfred Cabral</i> Using IP Address: 73.220.189.15	Sent: 6/29/2015 5:17:57 PM PT Viewed: 6/30/2015 10:16:36 AM PT Signed: 6/30/2015 10:21:19 AM PT
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Mark Miller mark.miller@colfax-ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		Sent: 6/30/2015 10:21:21 AM PT Viewed: 6/30/2015 10:50:36 AM PT
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

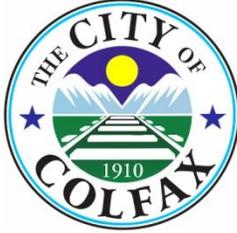
Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2015 10:21:21 AM PT
Certified Delivered	Security Checked	6/30/2015 10:50:36 AM PT



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JANUARY 25, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: January 19, 2017
SUBJECT: Proposal for Business Development, Jonelle Tannahill

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$49,950	FROM FUND: 100
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RECOMMENDED ACTION: Discuss and approve proposal.

BACKGROUND AND SUMMARY:

At the January 11, 2017 regular meeting of the City Council, Jonelle Tannahill gave a presentation to Council explaining the types of services she could offer to the City. Ms. Tannahill explained her expertise and experience in economic development, volunteer management and community outreach.

The attached proposal further delineates how she plans to improve Colfax's economic climate, community events and attract more visitors.

FINANCIAL AND/OR POLICY IMPLICATIONS:

This proposal would require a budget amendment during the mid-year budget review

Attachments:

- a. Proposal – 2017 Project
- b. Resume – Jonelle Tannahill

MANAGEMENT PROPOSAL

Town of Colfax

Proposal for Services as Business Development Director representing Colfax Businesses Community

Jonelle Tannahill, Tannahill Consulting

Overview

The below is a proposal for monthly contract services to perform Business Development and Community Liaison duties for the Town of Colfax. Consultation with the Town of Colfax will include working behind the scenes communicating the importance of the business community in Colfax and launching marketing programs to help business owners with: promotions, design and organizational programming.

Downtown Colfax is a vibrant area with antique shops, an artisan co-op market, retail stores, movie theater and small service business. It has great local flavor including specialty coffees at Café Luna, an ice cream fountain and award winning pizza. There is a second business area “Up-Town” and off the freeway with commercial, chain and tourism businesses.

LEADERSHIP CHARACTERISTICS OF CONSULTANT

Tannahill Consulting has extensive experience in economic development, volunteer management, and community outreach. To meet the challenges facing Colfax, new programs and projects must be implemented to help retain and bring in local business. Our goal is to support Colfax’s businesses, bring commercial and community together, and strengthen desire to have a business in Colfax. Though Colfax is known for its old-time charm in a modern-day world we must be mindful to show we can move forward with technology and trends. The electronic newsletter, online surveying and more social media activity will help achieve this.

New relationships will be built and even more community outreach and awareness won. Additional communications and relationship building will help partners and the community come together for a better more vibrant downtown. The ultimate goal is for Colfax to continue to have a downtown that is clean, attractive and with a well-kept appearance. Think of all the success we can have if we all work in harmony. Together we will ensure the future of Colfax’s Strategic Plan.

Community Relations Representative Jonelle Tannahill brings:

- Proven track record of success in achieving consensus building collaboration for multiple organizations
- Led the passing of the 2007 and 2013 political referendum campaign with a 91% “YES” vote & 94% “YES” vote respectively to bring the tourism industry together
- Experienced at developing new and alternative funding mechanisms to support marketing a promotion programs
- Skilled at working closely with all departments to assure an integrated approach to economic development
- Accomplished at managing diverse relationships in a positive and professional manor
- Past Planning Commissioner with proven ability to make complex and potentially controversial decisions

2017 Project:

To shore up the economic climate of Colfax’s businesses a small targeted promotions group can be formed that will work to support Colfax’s town events, that build community pride, including: music in the park, the July 3rd

Independence Day community celebration, Colfax Parade of Lights, Colfax Railroad Days, Colfax Spring Green Festival and other locally sponsored community events.

Partnerships are important so we will look for ways to partner with all groups and projects. Recreation is also abundant in Colfax and the surrounding area. The promotions group can explore the Area Parks and Recreation Master Plan which might provide additional opportunities for events. Also there are monthly business mixers put on by the Colfax Chamber where a partnership would benefit both groups. We plan to explore & collaborate with local flea markets, crab feed's and town fundraisers to keep our community connected.

Marketing Downtown's assets to:

- ✓ customers
- ✓ investors
- ✓ new businesses
- ✓ local citizens
- ✓ nearby communities
- ✓ visitors

Creating programs that market Colfax business to potential and existing customers, producing special events and festivals, and promulgating a positive image of downtown is the goal. We will also look at the design of the business area.

The heart of Colfax is the Downtown, a main street with stores and service business. Design also brings people back downtown by helping to attract visitors, shoppers, and investors to stores they think are attractive with public space that is pleasant looking. Tannahill will work to encourage a vibrant downtown by being mindful of the desired design elements of the Downtown to help Colfax get into top physical/visual shape. To preserve its historic character, historic buildings and architecture the Colfax Heritage Museum will be another place to network and partner. Tannahill will encourage property owners to keep their storefronts up by forming a community clean up or work party day.

Preserving the Historic Character:

- ✓ rehabilitating historic buildings
- ✓ encouraging supportive new construction
- ✓ developing sensitive design
- ✓ long term planning

We will look at recommendations to implement projects that improve the appearance and functionality of downtown buildings and the physical environment. Design enhances a community's appearance and pedestrian amenities while preserving its historic features.

From an organizational perspective Tannahill will be tasked with getting everyone working toward the same goal. She will address formulating a strategic plan outline. She will also look into the possibility of funding through a Business Improvement District (assessing building and property owners a small amount) to supply dollars for the marketing coalition of Colfax businesses.

Her goal is to involve all constituencies having an interest in the town's revitalization and management of both human and contract resources. Organization helps everyone work towards the same goals and maximizes involvement of public and private leaders within the community.

Last Tannahill will look at economic development, studying Colfax's economy and market opportunities and using the information to develop programs that strengthen and expand existing businesses and aid in recruiting new businesses to downtown.

Tannahill’s responsibilities will include keeping a pulse on the businesses and encourage an upbeat, eclectic mix of shops and services. The goal of this work is a town that is vibrant as a destination for residents of all ages and visitors stopping off the freeway for a quick break. There is also opportunity for heritage tourism.

A plan will need to be devised to encourage economic growth to create jobs and stabilize our current businesses. This will help further build community pride. We will work to retain the current businesses and continue to fill downtown buildings with healthy, sustainable commerce.

Economic Vitalization: Restoring Economic Value

- ✓ Improve Real Estate
- ✓ Find New Uses for Old Spaces
- ✓ ID Market Opportunities
- ✓ Recruit Business
- ✓ Expand Existing Business

Project Deliverables

Following is a list of project deliverables:

Deliverable	Description
Establish Business commerce ideals	Set up four reporting areas that will work on improvements in the downtown: promotions, design, organization and economic development.
Survey downtown owners, building owners and community	Plan, execution and survey to gain insight and a baseline of information
Develop Database	Create database for correspondence, outreach and community newsletter execution

Timeline for Execution

Key project dates are outlined below. Dates are subject to change until an agreement/contract is executed.

Description	Start Date	End Date	
Project kick-off, preparation and organization	2/1/17	3/1/17	Meet with downtown merchants, local associations, partners, Colfax staff, Colfax City Council
Develop Monthly Newsletter Template	2/1/17	4/1/2017	Set up second inbox to gather communications, set up and design newsletter, launch first community newsletter
Develop collateral materials for downtown	3/15/2017	6/20/2017	Martials to include print publications, flyers and electronic media.

Solicit community to form or support groups such as promotions group	4/1/17	5/1/17	Research community members and prepare to invite to meetings. Reach out to contact
Increase involvement of current merchants	5/21/17	6/30/17	Outreach, communications and invitation to a monthly merchant's coffee
Speaker Circuit	6/1/17	12/4/2017	Begin speaking at community meetings to update community leaders on Colfax Business changes and celebrate successes
Research funding opportunities	7/1/17	10/14/17	Research & promote through phone, correspondence and in person
Conduct 2 nd survey -Satisfaction Survey	8/7/17	9/1/17	Design, promote, conduct - both email and print. Follow up with phone calls
Develop an initial Business Promotions Plan	9/1/2017	10/1/2017	Gather input from groups, study other small town plans, study survey's
Compile results for reporting to City Council	9/14/17	9/28/17	Gather results for final report
Prepare a budget for second year Economic Development Project	10/1/2017	11/15/2017	Gather from Plan
Report of success of 1 st year and baseline data	11/28/17	1/30/2018	Includes report-out meeting with City Council

EXPECTED RESULTS

- A plan of action for the first year of economic development programing will be devised and implemented. Tannahill will have networked and learned about the community. We will see an increase of involvement of merchants and partners. We will see an increase and improve in communications. We will have more in depth knowledge of what Colfax businesses and the community think about Colfax and have new ways to track our results. We will have an idea as to how we can find funding for this work the next year.

The following table details the “not to exceed” pricing for delivery of the services outlined in this proposal.

Services Cost Annual	Price
<p>Development Director, Tannahill Consulting - Jonelle Tannahill will represent Colfax a minimum of three days a week, as needed, to be determined upon mutual agreement between the parties. Weekly pay @ \$1,000.00 per week for 44 weeks per year.</p> <ul style="list-style-type: none"> • Structured base pay includes: <ul style="list-style-type: none"> ○ Deliverables in this proposal ○ Updating and maintaining key contacts in database ○ Networking and Identifying Key relationships ○ Keeping downtown business owners informed of strategic objectives ○ Meetings with potential funders <p>Tannahill Consulting will purchase their own mandatory insurance coverage including business, automobile liability, and health insurance.</p> <p>**Additional services not included in this contract: attending outside events, working on BID proposal, representing Colfax to elected officials, speaking outside of Colfax, attending conferences or additional contracted work. Additional work will be performed at \$85.00 per hour.</p>	<p>Up to \$44,000</p>
<p>Part-time Intern Office Assistant: Office assistant will perform data entry, research, analysis, survey, email, editing, phone back up and office support.</p>	<p>Up to \$5,950</p>
<p>Expenses: will be reimbursed by the City of Colfax following contractor accountability claim requirements. Expenses Include: mileage at IRS rate and documented expenses. Expected expenses include coffee & snacks for meetings, flyers, printed materials etc.</p> <p>Tannahill Consulting will provide their own vehicle, home office, home computer, home office equipment as needed. If office space in Colfax is desired it will be provided by the City of Colfax.</p>	
<p>Total</p>	<p>\$49,950</p>

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed during the agreement period and if needed, additional time, material and expenses shall be approved in advance.

If you have questions on this proposal, feel free to contact Jonelle Tannahill at your convenience by email at Jonelle3@gmail.com or by phone at (916) 833.7807.

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MANAGEMENT PROFILE

With more than 20 years' experience in leadership, public relations and marketing positions, I have a reputation as a business launcher and high-performance team builder, noted for establishing three thriving business improvement economic development districts (BIDs.) Deliver exceptional public relations and community relations, backed by proficiency in developing and executing strategic vision for diverse organizations, both profit and nonprofit. Skilled in maximization of limited human and financial resources with strong skills in IT innovation and utilization. Social media maven, experienced in social media strategy, online marketing, blogging, LinkedIn, twitter, YouTube and Facebook Fan pages.

PROFESSIONAL EXPERIENCE

OVERVIEW:

Government/Nonprofit Sector

Visit California - California Travel & Tourism Commission: State Director Industry Relations, 2007–2012

Placer Valley Tourism Business Improvement District (BID): Chief Executive Officer, 2003–2007

Atascadero Main Street Association Business Improvement District: Executive Director, 1999–2003

For-Profit Sector

Call America, then GST Telecomm: Community Relations Manager, 1995–1999

Pacific Gas & Electric Company (PG&E): Investor Relations Consultant, 1990–1995

Tannahill Consulting: *Principal, Self Employed*, Loomis

2012-present

Develop and implement integrated strategic business development plans to advance client's brand identity; broaden awareness of their programs and priorities; and increase the visibility of their contributions across key stakeholder audiences.

- Create strategy for clients that allow company leadership to cultivate and enhance meaningful relationships with targeted, high-level external audiences.
- Identify challenges and emerging issues faced by organizations. Work with leadership team and staff to recognize internal and external opportunities and solutions then define and execute appropriate strategies to support them.
- Turn around various projects simultaneously providing status updates and reports with success in meeting deadlines and budget requirements while leveraging limited human and financial resources.
- Champion social media campaigns to adapt marketing and public relations strategies to rapidly changing markets.

Clients Include: Visit California, Sacramento Regional Builders Exchange, Brand USA, World Food Travel Association, Cal Poly Advisory Council, Inner Yaga, Eden Project United Kingdom, Black Sea Turkey

Director of Industry Relations: California Travel & Tourism Commission Sacramento 2007–2012

Responsible for overseeing the California Travel and Tourism Commission's (CTTC) industry relations needs supporting the multitude of programs developed through the Commission, for California's \$94.7 billion tourism industry. This unique public/private partnership has not only allowed California Tourism to retain a competitive edge in the global marketplace, but has been the key to creating the most progressive marketing program in the nation. Responsibilities include:

- **Communicate the benefits:** tourism partner outreach communicating CTTC programs to assessed businesses, destination marketing organizations, and regional marketing groups.
- **Provide leadership:** Management and guidance relative to tourism development in both public and private forums at the federal, state and local levels.
- **Responsible for development:** fostered “Business to Business” web site communicating CTTC’s relevant programs and campaigns to the travel industry and partners.
- **Return on Investment:** Evaluates, selects, prepares, and attends meetings and conferences of tourism organizations and associations both regionally and nationally.
- **Special Events Oversight;** oversee development, planning and production of all CTTC events including: CTTC Commission Meetings, Governor’s Trade and Tourism Missions, California Tourism Marketing Awards, CTTC domestic and international trade shows, sales missions, media events, Tourism Leadership Summits and other CTTC produced conferences.
- **Serve as Spokesperson:** invited speaker at tourism related events communicating the voice of travel and tourism. Strategic development of speaking opportunities for department and CEO.
- **Tourism Development:** responsible for planning, execution, reporting and management of internal and external industry relations, rural, cultural, sustainable and natural tourism development.
- **Industry Relations Representative Program:** oversight of CTTC’s industry relations representative program. Manage contractors, establishing goals & objectives. Successful delivery of the 2007 referendum renewal campaign with a 91% “YES” vote by assessed businesses. Manage the development and execution of 2013 Referendum campaign.

Chief Executive Officer: Placer Valley Tourism Business Improvement District, Roseville 2003–2007

Launched first ever tourism bureau in South Placer County. Established physical office and operating infrastructure. Expanded budget from approximately \$370,000 to nearly \$1 million, within 5 years. Supervised staff of 6 with multiple interns and contractors.

- **Record-breaking Growth:** Designed first annual report showing all-time high increase of 42% for overall growth in tourism. Achieved 17% growth in transient occupancy tax and 40% growth in amateur sports tourism spending.
- **Website Traffic Increase:** Developed first website and increased traffic 20% each quarter.
- **Public Relations Impact:** Gained reputation with media as local tourism authority, completing 20-27 speaking engagements annually to community groups and garnering publication of 18 media articles. Weekly guest speaker on local radio show sharing tourism events and information.

Executive Director of Redevelopment: Atascadero Main Street Association, Atascadero 1999–2003

Maximized limited resources and applied Main Street Four-Point Approach® to revitalize the downtown district by leveraging local assets. Supervised team of 3 staff, 3 interns and 3 contractors. Appointed Planning Commissioner for the City of Atascadero to assist in execution of redevelopment plan.

- **Exemplary Management:** Achieved 66% annual revenue growth while maintaining low overhead. Managed 30 volunteers
- **Conceived, developed and launched Business Improvement District:** -\$60,000 budget to \$170,000 with 50% of funds raised through downtown events to attract consumers & grants.

Community Relations Manager: Call America then GST Telecom, San Luis Obispo, CA 1995–1999

Assisted business and community organizations in increasing their exposure, profit, and competitive edge. Partnered with clients to increase sales and traffic through local marketing promotions, community and public relations activities.

Investor Relations Consultant: PG&E, San Luis Obispo, CA 1990–1995

Coordinated and conducted tours for PG&E, the largest investor-owned utility in the country. Developed working knowledge of plant operations, conducting tours of the Diablo Canyon Nuclear Power Plant and all hydroelectric, geothermal, and fossil fuel power plants in PG&E’s network.

PROFESSIONAL SUMMARY

Education & Professional Development Highlights

Business Administration, Economic Development studies, San Jose State University
Executive Program, Public Communications, John Robert Powers
Chamber Leadership graduate; Sacramento 2007, Rocklin 2006, Roseville 2005, North County 2002
Language proficiency in Basic Spanish; multi-cultural sensitivity training in multiple backgrounds.
Social media: LinkedIn, Twitter, Pinterest, YouTube, Google +, Instagram, Houzz, Yelp & Facebook

Professional Affiliations & Appointments

Served as a Planning Commissioner for the City of Atascadero assisting with redevelopment plan
National Board Director -Communications Officer Interior Redecorators Network® (IRN)2011-2015
Director, California Cultural Heritage Council and Annual Symposiums: 2007- 2014
Member, Cal Poly San Luis Obispo California Outdoor Recreation Advisory Council 2008-2014
Former Board Director, Rocklin Chamber of Commerce & Roseville Economic Development Com.

Volunteer:

Founder Home Decorators Club Meetup, organizing events and activities for 200 members
Volunteer "Out of the Darkness" - American Foundation for Suicide Prevention
Volunteer Loomis Basin Education Foundation
Volunteer Habitat for Humanity Sacramento
Volunteer Dress a Girl Around the World Foundation