

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Sean Lomen · Mayor Pro Tem Caroline McCully
Councilmembers Trinity Burruss · Kim Douglass · Larry Hillberg

REGULAR MEETING AGENDA

July 23, 2025

Regular Session 6:00 PM

You may access the meeting and address the Council by the following means:
ZOOM at

<https://us02web.zoom.us/j/84968570574>

Dial in by calling one of the numbers listed below and enter the Webinar ID:
849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California.

You may also submit written comments to the City Clerk via email at
city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by
dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments
received will be submitted to Council and made a part of the record.

While the City makes every effort to allow public participation in City Council meetings
via Zoom and Facebook Live as described above, we cannot guarantee these services will
be accessible. We encourage interested members of the public to submit written
comments in advance of the meeting or attend the meeting in person.

1 OPEN SESSION

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.

1E. **Statement of Conflict of Interest**

2 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

2A. **Minutes** (Pages 4-7)

Recommended Action: By Motion, approve the Colfax City Council minutes of 7/9/2025.

2B. **Minutes** (Page 8)

Recommended Action: By Motion, approve the Colfax City Council Special Meeting minutes of 7/10/2025.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services 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.

July 23, 2025

2C. City Project Report (Pages 9-13)

Recommended Action: Review and Comment.

2D. ADU Ordinance Update (Pages 14-26)

Recommended Action: Conduct a second reading and adopt the attached Ordinance updating the City's Zoning Code Section 17.196 Accessory Dwelling Unit Ordinance as recommended by the State Housing and Community Development Department (HCD), to be effective 30 days after adoption.

2E. CDBG Grant Administration and Labor Compliance Professional Service Agreement – Adams Ashby Group Inc. (Pages 27-78)

Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc., providing Grant Writing, Administration, and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000.00 for a 5-year term.

*** End of Consent Calendar ***

3 AGENCY REPORTS

3A. Placer County Sheriff's Office

3B. California Highway Patrol

3C. Placer County Fire Department/CALFIRE

3D. Non-Profits

4 PRESENTATIONS (NONE)

5 PUBLIC HEARING (NONE)

6 PUBLIC COMMENT

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

7 COUNCIL AND STAFF

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

7A. Committee Reports and Colfax Informational Items – All Councilmembers

7B. City Operations Update – City Manager

8 COUNCIL BUSINESS

8A. Funding Request for Historic Colfax Downtown Association (Pages 79-83)

Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to make a donation in the amount of \$5,000.00 to the Historic Colfax Downtown Association.

9 GOOD OF THE ORDER

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

9A. Public Comment on Good of the Order

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.



10 CLOSED SESSION (NONE)

11 ADJOURNMENT

I, Amanda Ahre, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



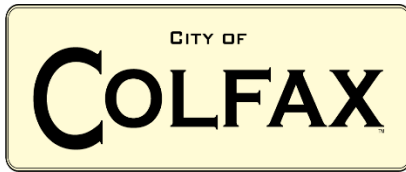
Amanda Ahre, City Clerk

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.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.



City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, July 9, 2025

City Hall Council Chambers, 33 S Main Street,

Colfax, CA and attended via Teleconference through ZOOM

1

OPEN SESSION**1A. Call Open Session to Order** – Mayor Lomen called the Open Session to order at 6:02 p.m.**1B. Pledge of Allegiance** – Mayor Lomen lead the Pledge of Allegiance.**1C. Roll Call****Present:** Councilmember Douglass, Councilmember Hillberg, Mayor Pro Tem McCully, Mayor Lomen**Absent:** Councilmember Burruss**1D. Approval of Agenda Order**

City Attorney Conor Harkins requested to have the Closed Session removed from the agenda.

MOTION made by Mayor Pro Tem to approve the agenda order with the removal of the closed session, seconded by Councilmember Hillberg, and approved by the following vote:**AYES:** Douglass, Hillberg, McCully, Lomen**NOES:****ABSTAIN:****ABSENT:** Burruss**1E. Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.

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CONSENT CALENDAR**2A. Minutes****Recommended Action:** By Motion, approve the Colfax City Council minutes of 7/9/2025.**2B. Cash Summary – June 2025****Recommended Action:** Accept and File.**2C. City Project Report****Recommended Action:** Review and Comment.**MOTION** made by Councilmember Hillberg to approve the consent calendar Seconded by Mayor Pro Tem McCully, and approved by the following vote:**AYES:** Douglass, Hillberg, McCully, Lomen**NOES:****ABSTAIN:****ABSENT:** Burruss

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Agency Reports**3A. Placer County Sheriff's** – Sergeant Toby Williams gave a report on statistics from the month of June. He also reported on the success of the 3rd of July event.**3B. CHP** – Absent**3C. Placer County Fire/CALFIRE**— Absent**3D. Non-Profits** –Erin Newington, with the Historic Colfax Downtown Association, discussed three upcoming events they are working on; A Taste of India dinner, The Colfax Bazaar, and Oktoberfest. She also reported that they are working on obtaining a grant for

4

PRESENTATION**4A. Dr. Harry, Professional Marketing**

Recommended Action: Listen to the presentation and comment.

Harry Anderson gave a presentation on the need for memorable marketing for the City of Colfax, and a

5

PUBLIC HEARING**5A. ADU Ordinance Update**

Recommended Action: Introduce the proposed ordinance by title only, conduct a public hearing to adopt an Ordinance updating the City's Zoning Code Section 17.196 Accessory Dwelling Unit Ordinance as recommended by the State Housing and Community Development Department (HCD), waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for July 23, 2025, to be effective 30 days after adoption.

City Planner Kathy Pease gave a brief overview on why this ordinance required updating.

Mayor Lomen opened the Public Hearing.

Public comment from Harry Anderson, Erin Newington, and Tom Parnham regarding short-term rentals of ADUs.

Mayor Lomen closed the Public Hearing.

Council discussed the pros and cons of allowing ADUs to be used as short-term rentals.

MOTION made by Mayor Lomen to introduce and waive the first reading and schedule the ordinance for adoption with the revision 17.196.070 Rental and Sale Limitations to reflect at the July 23, 2025 meeting, seconded by Mayor Pro Tem McCully, and approved by the following roll call vote:

AYES: Douglass, McCully, Lomen

NOES: Hillberg

ABSTAIN:

ABSENT: Burruss

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PUBLIC COMMENT

Tim Ryan thanked everyone for the 3rd of July event, and congratulated event organizers on their successful fundraising efforts.

Tom Parnham visited the WWTP and would like to see forward progress on the old Colfax Hotel renovation.

Harry Anderson would like to see the City start enforcing hazardous vegetation on properties that have overgrown weeds.

7

COUNCIL AND STAFF**7A. Committee Reports and Colfax Informational Items – All Councilmembers.**

Councilmember Douglass discussed the Ordinance for vacant buildings that Auburn is working on.

Councilmember Hillberg stated that kids have started using the SVCC to play basketball.

Mayor Pro Tem McCully thanked everyone for their hard work to make the 3rd of July a success.

Mayor Lomen attended the PCWA leadership retreat at Hellhole Reservoir, a LAFCO meeting, and thanked everyone for their efforts to make 3rd of July another successful event.

7B. City Operations Update – City Manager

City Manager Walker attended the PCWA leadership retreat at Hellhole Reservoir, a Heritage Park meeting, worked with the City Attorney on the new contract for Adams Ashby consulting services for the CDBG grant, and thanked everyone on the success of the 3rd of July.

8

COUNCIL BUSINESS

Councilmember Hillberg recused himself from the dais for Items 8A and 8B due to a conflict of interest due to location of property to the proposed Skate Park project location.

8A. Skate Park Project – Approve Final Plans

Recommended Action: Adopt Resolution 27-2025 approving the final Skate Park plans and authorize the City Manager to solicit bids for construction of the Colfax Skate Park.

City Manager Ron Walker introduced this item. Ty Connors, Chris Long, Kanten Russell, and Crystal Howard all discussed the plans and features for the skatepark.

Harry Anderson asked about promoting the Skatepark.

Larry Hillberg expressed concerns over the seclusion and safety of the Skatepark location, and the exact amount of funding that is available to proceed with the construction.

Robert Dougan spoke to the commitment of several companies that will be donating concrete and aggregate material for the Skatepark.

Jane Gallagher emailed a public comment questioning if the City will be increasing liability insurance for the Skatepark, and the height of the fencing.

Tim Ryan questioned the parking capacity at the Lions Park, and Skatepark hours.

MOTION made by Mayor Lomen to adopt Resolution 27-2025, seconded by Mayor Pro Tem McCully, and approved by the following vote:

AYES: Douglass, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss, Hillberg

Councilmember Hillberg remained recused for item 8B as well.

8B. Green Machine Donation for Lions Park Skate Park

Recommended Action: Review and Direct Staff

City Attorney Conor Harkins introduced this item and discussed the need for this agreement with Green Machine and the City.

Tim Ryan asked what the total donation amount is that Green Machine has received.

Larry Hillberg asked for the specific amount of donations and if a study has been done to know what the annual cost of maintenance will be for the Skatepark.

MOTION made by Councilmember Douglass to adopt Resolution 28-2025, seconded by Mayor Lomen, and approved by the following vote:

AYES: Douglass, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss, Hillberg

Councilmember Hillberg rejoined the dias.

Mayor Pro Tem McCully recused herself from item 8C due to a conflict of interest as the President of the Railroad Days non-profit organization.

8C. Railroad Days Request for Funding

Recommended Action: Adopt Resolution 29-2025 authorizing the City Manager to make a donation in the amount of \$3,500.00 to Colfax Railroad Days non-profit to support the 2025 Railroad Days Event.

Caroline McCully, President of Railroad Days non-profit, gave a history of Railroad Days and the Kids Zone activities, and the desire to keep the Kids Zone and train rides free.

Tim Ryan suggested putting a donation barrel at the entrance/exit of the train.

Council discussed.

MOTION made by Councilmember Lomen to adopt Resolution 29-2025, seconded by Councilmember Douglass, and approved by the following vote:

AYES: Douglass, Hillberg, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss, McCully

8D. 4th of July Decorating Contest

Recommended Action: Discuss and award the 1st, 2nd, and 3rd place participants.

Council discussed and awarded the following participants:

1. 48 Grass Valley St
2. 30 N. Main St
3. 5 S. Main St

9

GOOD OF THE ORDER

Councilmember Douglass reminded everyone of the Public Workshop on 7/10 to discuss Winterfest.

Councilmember Hillberg thanked everyone for the success of 3rd of July, and thanked the street sign way behind the Veterans building to reflect Marson Way.

Mayor Pro Tem McCully thanked all of the volunteers on making the 3rd of July a success, and mentioned that her donor banner thanking the donors is missing, and requested its return.

Mayor Lomen praised the success of 3rd of July, and is excited for the Railroad days event.

9A. Public Comment on Good of the Order

No Public Comment on Good of the Order.

10

CLOSED SESSION (NONE)

11

ADJOURNMENT

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 8:12 p.m. Respectfully submitted to City Council this 23rd day of July, 2025.



Amanda Ahre, City Clerk



City Council Minutes

Special Meeting of Colfax City Council Thursday,
July 10, 2025
City Hall Council Chambers, 33 S Main Street,
Colfax CA

1 OPEN SESSION

1A. **Call Open Session to Order** – Mayor Lomen called the Open Session to order at 6:10 p.m.

1B. **Pledge of Allegiance**

1C. **Roll Call**

Present: Douglass, Hillberg, McCully, Lomen

Absent: Burruss

Public Comment

2 Workshop

Discussion regarding the needs and requirements for running a large-scale event. The final decision will be that the City will go forward with planning the Winterfest event and coordinate fundraisers, vendors, fireworks, and all other requirements of this event.

1E. **Adjournment**

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 7:10 p.m. Respectfully submitted to City Council this 23rd of July, 2025.

A handwritten signature in blue ink that reads "Amanda Ahre".

Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE JULY 23, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Projects Report

Budget Impact Overview:

N/A: X	Funded:		Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review and Comment.

Summary/Background

The following is a list of projects, by department, that have either been completed or are in progress.

Week of – June 22, 2025- June 28, 2025

City Manager

- Working with Public Works staff to prepare for the 3rd of July celebration.
- Met with Matt Anderson, Chief Plant Operator to discuss treatment plant maintenance.
- Attended City Council Meeting.
- Attended Placer County Water Agency Leadership event.

Planning

- Received several complaints now from residents regarding 212 Railroad Avenue of a Concrete batch plant that has been creating noise disturbances at 12.am.-2 a.m. from operations. Sent a certified letter June 20, 2025, indicating that the operation must conform to City's noise ordinance (6 a.m. to 6 p.m. M-F and 8-5 Sundays and holidays). Have not heard back from them and an additional complaint came in today.
- Received inquiries about resubmitting an expired Design Review permit to build a storage facility on Whitcomb that was approved in 2018
- Another meeting with Gordan's gym.
- Processed a sign permit changing Dine and Dash to Three Pines Bistro and Pub.

Maintenance Department

- Cleaned out and shaped flower beds at the Depot area.
- Picked up 35 new A- frame barricades for the 3rd of July and painted all of them with the City of Colfax Stencil.
- Did multiple sidewalk repairs including the whole section of Church St.
- Prepped and painted the railings at the Art Park and at the Roy Tom's Plaza.
- Weeded the whole area around the Hansens Bros yard where they set off fireworks to prevent fires.
- Weeded gravel lot next to the Depot.
- Pulled weeds at Round About.
- Limbed up and Weeded entrance to Corp Yard.
- Weeded Iowa Hill Island.

- Repaired irrigation at Ball Park.
- Painted curbs at the Depot.
- Fixed power issue at the Art Park.
- Multiple 811 locates.

Wastewater Treatment Plant/Sewer

- Normal operations
- Lift station 5 pump back in service.
- New compressor onsite waiting to be installed.
- Quote back for Plant water pump is in.
- Cleaned Filter screens, this is the first time since they were installed in March that they have needed more than automatic cleaning.

Administrative Services

- Reconciled the CDBG fund - currently pending Phase II approval.
- Updated the SB1383 (Fund 290) tracking and coordinated with R3.
- Updated the WWTP Grant (Fund 575) and created the quarterly reimbursement request due 6/30/25.
- Audited all fiscal year reimbursement requests for WWTP Grant in preparation of the audit.
- Updated the Shady Glen (Fund 590) project tracking and confirmed timeline of approval with Jim Fletter.
- Oversaw daily accounting including utility billing, cash receipts, accounts payable and payroll.

City Clerk

- Met with Michael Barreau (CivicPlus implementation consultant) to begin the implementation process for Agenda Management software.
- Scheduled weekly training with CivicPlus Agenda management and implementation.
- Facilitated the 6/25/25 City Council meeting.
- Helped with the day-to-day operations of City Hall.

Engineering

- Attend Skatepark meeting w/ Ron, Ty, and Conor and prepare status report to State.
- Emails, coordination and attend staff meeting.
- Update grading permit grammar errors.
- Review Tetra Tech hazard forms.
- Downtown seating coordination.
- Assist PW staff with parking lot striping exhibit.
- O'Reilly Auto plan review and grading permit.
- Coordinate CDBG cost estimate and schedule for HUD.

Building/Code Enforcement

- Out of the office this week.

Week of June 29 – July 5, 2025

City Manager

- Working with Public Works staff to prepare for the 3rd of July celebration.
- Met with Matt Anderson, Chief Plant Operator to discuss treatment plant maintenance.
- Prepared the City Council Meeting agenda.
- Met with Robert Richardson to discuss an Economic Development strategy.
- Prepared Octoberfest/Winterfest Workshop.

Planning

Out of the office this week.

Maintenance Department

- Mowed all City lawns.
- Continued repairs on Church St. sidewalk.
- Pressure washed Main St.
- Filled in potholes on upper Scholtz.
- Assembled computer rising desktop for Shanna.
- Washed and cleaned out City trucks.
- Met mold remediation at Cal Fire.
- 3rd of July festivities cleanup.

Wastewater Treatment Plant/Sewer

- Normal operations
- Ordered the New cart for the plant
- Pond levels are above 10 mg so we will be able to flow max for the summer if need be
- Nonportable water pump 2 is being repaired with a 4-6 lead time for return.

Administrative Services

- Reconciled bank accounts for the month of June 2025.
- Prepared cash summary report for June 2025.
- Reviewed draft Employee Handbook update for meeting with LCW on 7/9.
- Reconciled health benefits for June 2025, journal entries as needed.
- Prepared quarterly reports for SB1186, Green, SMIP & mitigation fees
- Trained Accounting Technician on quarterly payroll taxes - QE 06.30.25
- Reconciled event deposits to ensure all eligible refunds for fiscal year 24/25 have transpired.
- Prepared field use invoice for Little League.
- Closed the fiscal year in the accounting software.
- Prepared Personnel Action Forms to reflect the COLA increase effective 7/1/25.
- Submitted reimbursement request for the WWTP Grant
- Updated delinquent sewer list for tax rolls.
- Oversaw daily accounting including cash receipts, accounts payable and utility billing.

City Clerk

- Responded to three Public Records Requests.
- Compiled and distributed the Agenda for the July 9, 2025 City Council meeting.
- Noticed a Public Workshop for July 10, 2025.
- Helped in the Day-to-day operations of City Hall.

Engineering

- Attend SACOG meeting.
- Downtown seating coordination.
- Coordinate w/ PW staff re: 3rd of July.
- Skatepark SR/RESO.
- Issue O'Reilly grading permit.
- Start 2nd review on Empire Self Storage.

Building/Code Enforcement

- Sent a letter to Starbuck's at 2 addresses, asking for compliance with the Fats, Oils and Grease that we saw during the lateral inspection. Building owner has been very cooperative. Preparing letter with fines. Contacted building owner about fines caused by Starbucks.
- 203/211 Grass Valley: Corrections to the framing and underfloor drainage were missing. Owner to provide sump pump for drainage. Owner to have energy designer adjusted to allow LPG water heater. Encroachment permit application to trench across ally to PGE power pole. Work completed. Owner to pave area at later date. Repair to the detached garage Permitted and inspected foundation. Corrections at frame inspection completed. Needs fire approval.
- 7-11 sewer lateral: repaired 7-1-25. Still need CCTV inspection, and to determine the amount of the fines.
- 102 Shadow Wood: Preparing vegetation and trash violation letter. Sent letter.
- Building w/o permit 121 S. Main- talked with owner and helped with the application process. Issued permit.
- Rock pool at 246 Pine CT: Approved permit issued. The Sewer lateral video inspection passed.
- 555 s. Auburn suite. M: discussed plan submittal requirements for a Tenant improvement. Meeting Next Thursday to look at the scope of work.
- Talked with new owners of 7 N. Main St. about tenant issues, converting living space back to commercial and completing deck permit that expired.
- 80 Sierra Sky: Permit issued for new panel for future use on the lower property. Redlined and approved plans for adding electrical sub-panel, outlet, and lights for well house.
- 29 Lincoln St.: Large tree removal to begin. Building improvements under way.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. New roof, EV charger and solar. EV charger requires accessible parking and pathway. Approved EV charger permit that will be at the ADA parking for the animal clinic.
- Plan reviews and inspections sewer lateral inspections.
- 1225 Hwy 174 commercial building development. Waiting for response. No response from applicant.
- 416 Rubican SFD. Approved. Waiting for fees to be paid.
- ARCO TESLA project: BV approved plans after Civil engineer proved compaction. Putting together approved documents to issue permit. Waiting for grading permit approval. Advised
- Orielly's civil plans almost complete. Building permit
- 411 Veda retaining wall: New Contractor and engineer. New plans to be reviewed. Waiting for lot line adjustment
- Working with staff on old/expired permits.

- Met with tenants of 21 Sunset. Allowed 2 more weeks to remove junk RV trailer.
- Met with owner of 1744 S. Canyon to discuss sewer/septic issues. The rear house has to have septic tank removed.



Staff Report to City Council

FOR THE JULY 23, 2025, REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: ADU Ordinance Update

Budget Impact Overview:

N/A:	Funded:	Un-funded: ✓	Amount:	Fund(s):
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RECOMMENDED ACTION: Conduct a second reading and adopt the attached Ordinance updating the City's Zoning Code Section 17.196 Accessory Dwelling Unit ordinance as recommended by the state Housing and Community Development Department (HCD); to be effective 30 days after adoption.

Summary/Background

This is a request to repeal the city's current ADU Ordinance found in the Zoning Code Chapter 17.196 and replacement/adoption of a Municipal Code amendment to amend the City's ADU ordinance to be consistent with state law.

Discussion

This item was considered by the City Council at its July 9, 2025, meeting. At the meeting the City Council directed staff to provide a minor amendment that would not restrict the rental of such units to 30-days or greater. The text has been amended as follows:

17.196.070 Rental and Sale Limitations

A. Rental of the ADU created pursuant to this section shall be for a term consistent with Gov. Code Section 66315 and Section 17.123 of the City's Municipal Code. Occupancy of the ADU or JADU shall not be allowed until the city approves occupancy of the primary dwelling unit (Gov. Code Section 66320).

The Council voted 3-1 (no, Councilmember Hillberg) -1 (absent, Councilmember Burruss) to approve the proposed ordinance.

General Plan Consistency Findings:

The proposed Ordinance amending the Municipal Code is consistent with the General Plan which allows residential development of ADUs.

The Ordinance would not be detrimental to the public interest, health, safety, convenience or welfare of the City because it will support additional residential uses, already allowed by right, consistent with state law.

Fiscal

This action has a small impact on the City's General Fund as a result of this amendment. Staff time to prepare the draft ordinance is an unfunded state mandate that is funded by the City's General Fund.

Environmental Review

The City of Colfax finds that adoption of this ordinance does not constitute a project under the California Environmental Quality Act (CEQA).

Attachments

1. Ordinance Cover
2. Zoning Code Amendment Ordinance

CITY OF COLFAX

ORDINANCE NO. 562

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF COLFAX AMENDING THE COLFAX MUNICIPAL
CHAPTER 17.196 REPEALING AND REPLACING THE CITY OF
COLFAX'S EXISTING ACCESSORY DWELLING UNIT ORDINANCE
WITH THE UPDATED ORDINANCE.

The City Council of the City of Colfax does ordain as follows:

Section 1:

Title 17, Chapter 17.196.020 of the Colfax Municipal Code is hereby amended as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede any previous ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (hereinafter the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court of attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the "common sense" CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 9th day of July 2025 and passed and adopted at a duly held regular meeting of the City Council on the 23rd day of July 2025, by the following vote:

AYES:
NOES:
ABSENT:

Sean Lomen
Mayor

APPROVED AS TO FORM:

ATTEST:

Conor Harkins
City Attorney

Amanda Ahre
City Clerk

The following shall repeal the City of Colfax's existing ADU Ordinance and Replace with the updated ADU Ordinance as follows:

17.196.010 – Purpose and Applicability.

The purposes of this section are to improve affordable housing opportunities in the city and to protect the health, safety, and general welfare of the residents of the city. In addition, this section is intended to meet the requirements of state law regarding accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) [California Government Code Title 7, Division 1 Chapter 13, Accessory Dwelling Units].

17.196.020 Applicability

Any construction, establishment, alteration, enlargement, or modification of an Accessory Dwelling Unit (ADU) shall comply with the requirements of this chapter and Title in Code (Building Regulations). For purposes of this chapter, ADUs include detached, attached, and Junior ADUs (JADU).

17.196.030 Building Permit Required

A. Building Permit is required for ADUs and JADUs (Government Code, Section 66317, subd. (a)).

B. The provisions included in this chapter are applicable to all lots that (1) are zoned to allow single-family or multifamily residential use and (2) include a proposed or existing dwelling unit (Gover. Code Section 6613, subd. (a)). No more than two units (including ADUs and JADUs) on a parcel created through a Senate Bill (SB) 9 (Chapter 162, Statutes of 2021) lot split shall be allowed (Gov. Code Section 66411.7, subd (i)(1)).

C. any application for an ADU that meets the location and development standards contained in this chapter shall be approved ministerially without discretionary review of public hearing.

17.196.030 - Definitions.

As used in this section "Accessory dwelling unit" (ADU) and "junior accessory dwelling unit" (JADU) have the same meanings as defined in Government Code Sections 65852.2 and 65852.22, respectively, as they now exist or may hereafter be amended or replaced.

- A. Accessory dwelling unit (ADU) means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation or the same

parcel as the single-family or multifamily dwelling is or will be situated. An Adu also includes the following:

1. An efficiency unit
 2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- B. Efficiency unit has the same meaning as defined in Section 17958.1 of the Health and Safety code.
- C. Impact Fee has the same meaning as the term “fee” as defined in subdivision of Government Code Section 66000, except that it also includes fees specified in Section 66477. Impact Fee does not include any connect fee or capacity charge by a local agency, special district, or water corporation.
- D. Junor accessory dwelling unit (JADU) means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.
- E. Living space means a space in a dwelling intended for human habitation, including living, sleeping eating, cooking or sanitation.
- F. Living area means the interior habitable area of a dwelling unit, including basements, and attics, but does not include a garage or any accessory structure.
- G. Multifamily dwelling means two or more attached primary dwelling units.
- H. Nonconforming zoning condition means a physical improvement on a property that does not conform with current zoning standards.
- I. Objective standards means standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.
- J. Passageway means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- K. Proposed dwelling unit means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- L. Public transit means a location, including but not limited to a bus stop or train station, where the public may access buses, trains, or other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- M. Tandem parking means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

17.196.040 Processing Time and Submittal Requirements

A. Processing Time

1. On lots with an existing single-family or multi-family dwelling, an application to create an ADU or JADU shall be approved within 60 days of submission of a complete application unless either:

- i. the permit application to create an ADU or JADU is submitted concurrently with a permit application to create a new single-family or multi-family dwelling on a lot, in which case the City of Colfax shall not act on the permit application for the ADU or JADU until the City of Colfax acts on the permit request for the new single-family or multifamily dwelling unit, or
- ii. the applicant requests a delay; in which case the 60-day time period shall be tolled for the period of the delay.

2. If the City of Colfax has not acted upon the completed application for the ADU or JADU within 60 days, and neither of the above exceptions are met, then the application for the ADU or JADU shall be deemed approved (Gov. Code Section 66317, subd (a)).

B. Submittal Requirements. The application for an ADU or JADU shall be submitted to the City of Colfax Building Official. An ADU shall be reviewed as part of the established Building Permit process, and compliance with the standards of this chapter will be verified through the ministerial planning review process.

C. Denial/Remedies. If the City of Colfax denies an application for an ADU or JADU, the City will provide in writing a full set of comments within 60 days to the applicant from the date they received a completed application with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. When the primary dwelling is proposed concurrently with the ADU then more than 60 days can be taken by the city to process (Gov. Code Section 66317).

17.196.050 Density and Consistency

An ADU that conforms to the requirements in this chapter shall:

- A. Not be considered for the purposes of evaluating the density requirements established in the General Plan.
- B. Be found consistent with the existing General Plan designation and Zoning for the lot.
- C. Not be considered a new residential use for the purpose of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.
- D. Not be considered in the application of any local ordinance, policy or program to limit residential growth.

17.196.060 General Development and Operational Standards

- A. When a garage, carport, uncovered parking space, or covered parking structure is removed in conjunction with the construction or conversion of a detached or attached ADU, replacement parking is not required (Gov. Code Section 66314, subd (d)(11).
- B. A demolition permit for a detached garage that is to be replaced with a detached or attached ADU shall be reviewed with the application for the ADU and issued at the same time.
- C. Availability of Utilities. All ADUs shall be connected to public utilities or their equivalent, including water, electricity, and sewer services, unless that ADU was construction with a new single-family dwelling (Gov Code Section 66324).
 - 1. Utility Connections. The city may require a new or separate utility connection directly between an ADU and the utility.
 - 2. Water and Sewer System. The city may require a water or sewer service connection directly between an ADU and the water and sewer service.
- D. Fire Sprinklers. If fire sprinklers are not required for the primary residences, then installation of the fire sprinklers are not required in an ADU. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling. However, if the primary residence undergoes significant remodeling and is required to install fire sprinklers, an ADU created after the remodel would also be required to install fire sprinklers (Gov. Code Section 66314, subd (d)(12).
- E. Occupancy. Owner occupancy is not required on a property with an ADU.

17.196.070 Rental and Sale Limitations

- A. Rental of the ADU created pursuant to this section shall be for a term consistent with Gov. Code Section 66315 and Section 17.123 of the City's Municipal Code). Occupancy of the ADU or JADU shall not be allowed until the city approves occupancy of the primary dwelling unit (Gov. Code Section 66320).
- B. Sale and Conveyance. An ADU may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Gov. Code Section 66341 are met.
- C. If all the requirements of Gov. Code Section 66342 are met, the separate conveyance of the primary dwelling unit and ADU are allowed as condominiums.

17.196.080 Fee Requirements

- A. Connection Fees or Capacity Charges. An ADU shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for

utilities, including sewer service, unless the ADU was constructed with a new single-family dwelling. This only applies to ADUs, not JADUs.

B. Impact Fees. Impact fee shall not be imposed on an ADU that is less than 750 square feet in floor area. For all other ADUs, impact fees shall be charged proportionate to the square footage of the primary dwelling unit. (Gov. Code Section 66324).

17.196.090 Compliance with Other Regulations

A. Building Code. Building code requirements for detached dwellings shall be applied to ADUs, except that the construction of an ADU shall not constitute a Group R occupancy change under the building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations).

17.196.100 Conditions for Nonconforming Uses and Structures.

A. Nonconforming Conditions. Notwithstanding Section 17 of the Zoning Ordinance, to the contrary, until January 1, 2030, an owner of an ADU or JADU that receives a notice to correct violations or abate nuisance, in relation to the ADU or JADU, may request a delay for five years in enforcement of a building standard, as long as the violation is not a health and safety issue as determined by the local agency, subject to compliance with the Gov. Cod Section 6631 and Health and Safety Code Section 17980 12(a)-(c) and the following conditions:

1. The ADU and JADU were built before January 1, 2020.

2. The ADU or JADU was built on or after January 1, 2020, in a local jurisdiction that, at the time the ADU or JADU was built, had a noncompliant ADU or JADU ordinance, but the ordinance is compliant at the time the request is made.

B. The city shall not deny an application for a permit to create an ADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU in compliance with Gov. Code Section 66322, subd. (b).

17.196.110 Number of ADUs or JADUs Permitted Per Legal Parcel or Lot

An application for a permit to establish an ADU or JADU that meets at least one of the following descriptions shall be ministerially approved without a public hearing and is not subject to the development standards of this chapter.

- A. One Adu and one JADU are permitted per lot within the existing or proposed space of a single-family dwelling or within an existing accessory structure, that

meets specified requirements such as exterior access and setbacks for fire and safety.

- B. One detached new construction ADU. One JADU may also be combined with a detached ADU (Gov. Code Section 66323, subd (a)(1).
- C. Multiple ADUs within the portions of multifamily dwelling structures that are not used as livable space. Local agencies must allow an amount of ADUs up to 25 percent of the dwelling units in existing multifamily dwelling structures, or a minimum of one, whichever is greater. (Gov. Code Section 66323, sub (a)(3)).
- D. Up to two detached ADUs on a lot that has proposed multifamily dwellings
- E. Up to eight detached ADUs on a lot that has existing multiple family dwellings provided that the number of ADUs does not exceed the number of existing dwelling units on the lot (Gov. Code Section 66323 (subd (a)(4)(ii)).

17.196.120 Detached ADUs

- A. Location. Detached ADUs must be accompanied by a proposed or existing single-family or multifamily dwelling. An existing dwelling onsite may be classified as the detached ADU after construction and occupation of a proposed dwelling onsite. Detached ADUs may be located in an existing accessory structure.
- B. Maximum Number of Detached ADUs
 - 1. When accompanied by a purpose or existing single-family dwelling, the maximum number of detached ADUs shall be two. The detached ADU may be in addition to an existing or proposed attached ADU or an existing or proposed JADU (Gov. Code Section 66314, subd (d)(2).
 - 2. When accompanied by an existing multifamily dwelling, the maximum number of detached ADUs shall be eight per lot, however the number of ADUs shall not exceed the number of existing dwelling units on the lot. Detached ADUs are not required to be detached from each other but must be detached from the multifamily dwelling (Gov. Code Section 66323, subd (a)(4)(A).
 - 3. On a lot with a proposed multifamily dwelling, the maximum number of detached ADUs shall be two per lot. Detached ADUs are not required to be detached.
 - 4. In no case shall the total number of primary dwellings and ADUs/JADUs exceed four on two parcels created via an SB 9 (Chapter 162, Statutes of 2021) lot split.
- C. Floor Area.
 - 1. The minimum floor area shall be 150 square feet.

2. When accompanied by an existing or proposed single family dwelling, the maximum floor area shall be no more than 1,200 square feet.

D. Minimum Setbacks.

1. The minimum side, street side, and rear-yard setback shall be four-feet, the maximum floor area shall be no more than 1,200 square feet.
2. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU, and a setback of no more than four feet from the side and rear lot lines shall be required for an ADU that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

E. Maximum Height. The maximum height of detached ADUs shall be as follows (Gov. Code Section 66321, subd (b)(4)):

1. For one-story detached ADUs, the maximum height shall be 16-feet. Where the detached ADU is within one-half mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the California Public Resources Code, or with an existing or proposed multifamily dwelling of more than one story, the maximum height shall be 18-feet.
2. For two-story detached ADUs, the maximum height shall be 25-feet.
3. Height Exceptions
 - An additional two feet in height shall be allowed to accommodate a roof pitch on an ADU that is aligned with the roof pitch of the primary dwelling unit.
 - When an existing accessory structure is converted to a detached ADU, the maximum height may exceed the limits of Section E.1 to an amount equal to the height of the existing accessory structure to be converted.

F. Parking. Parking requirements for ADUs shall not exceed one (1) parking space per unit or bedroom, whichever is less, and guest parking spaces shall not be required for ADUs under any circumstances. The spaces may be provided as tandem parking on a driveway. No parking is required within ½ mile of the Downtown Train Station.

1. Replacement Parking: When a garage, carport, covered parking structure, or uncovered parking is demolished or removed in conjunction with the construction of an ADU, or converted to an ADU, the local agency shall not require replacement parking, in accordance with Gov. Code Section 66314 (d)(11).

2. Parking Exemption: There are six instances whereby a local agency cannot impose ADU parking standards pursuant to Gov. Code Section 6322 (a) (1-6):

- The ADU is located within one-half mile walking distance of public transit.
- The ADU is located with an architecturally and historically significant historic district (i.e., City's Downtown Historic District).
- The ADU is part of the proposed or existing primary residence or an accessory structure.
- When on-street parking permits are required but not offered to the occupant(s) of the ADU.
- There is a car share vehicle located within one (1) block of the ADU.
- When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this subdivision.

3. Flexibility. The City has the discretion to: 1) eliminate or reduce parking requirements for ADUs (e.g. zero or half spaces; or 2) consider flexibility when siting off street parking (e.g. setback areas).

G. Development Standards

1. Attached ADUs shall comply with all applicable base zone district objective development standards (Gov. Code Section 66321, subd. (b)(3)), including limits on lot coverage, objective design standards, floor area ratio, open space, front setbacks and minimum lot size unless application of any one or more of these standards precludes construction of at least an 8000-square foot attached ADU with four feet side and rear yard setbacks.

17.196.130 Junior Accessory Dwelling Units

A. Location. JADUs must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single family use (R-1-5 or R-1-10), including but not limited to, an attached garage.

B. Maximum Number of JADUs.

1. When accompanied by a proposed or existing single-family dwelling, the maximum number of JAADUs shall be one per lot. The JADU may be in addition to an existing or proposed detached ADU or an existing or proposed attached ADU.
2. In no case shall the total number of primary dwelling and ADUs/JADUs exceed four on any given lot zoned for single family residential uses.

C. Floor Area

1. The minimum floor area shall be 150

D. Parking. No parking shall be required for a JADU, including parking replacement.

E. Exterior Access. Access shall be provided to the JADU independent from the primary dwelling.

F. Sanitation Facilities. Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the JADU shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the JADU.

G. Kitchen Features. An efficiency kitchen shall be provided including all of the following (Gov. Cod Section 66333, subd (f));

1. A cooking facility with appliances
2. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

H. Occupancy. Owner-occupancy shall be required in either the remaining portion of the primary single-family dwelling or the newly created JADU. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

I. Deed Restriction. A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the City. The deed restriction shall include both the following (Gov. Code Section 66333, subd ©):

1. A prohibition on the sale of the JADU separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.
2. A restriction on the size and attributes of the JADU that conforms with this section.



Staff Report to City Council

FOR THE JULY 23, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: CDBG Grant Administration and Labor Compliance Professional Service Agreement – Adams Ashby Group Inc.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$500,000.00	Fund(s): 100-120
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc., providing Grant Writing, Administration, and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000.00 for a 5-year term.

Summary/Background

On April 25, 2025, the City of Colfax issued a Request for Proposals (RFP) for services related to Community Development Block Grant (CDBG) and other state and federal funding programs, including administration and labor standards compliance services (State Prevailing Wage and Davis-Bacon compliance).

Proposals were due by June 9, 2025. The City received two responses: one from Thurmond Consulting LLC and another from Adams Ashby Group, Inc.

After a thorough review, the proposal from Adams Ashby Group, Inc. was determined to offer the strongest overall qualifications and references. As a result, Adams Ashby Group, Inc. was selected and has been notified of the RFP outcome.

Current applications and applications under development may include the following:

Type of Application	Funding Amount
Phase II of the CDBG Road Rehab Project	\$1,232,488.00

Fiscal Impacts

The contract is a term not to exceed 5 years with a maximum of \$500,000 during the 5-year term, unless authorized by the City Council.

Attachments:

1. Resolution __-2025
2. Adams Ashby Group, Inc. Agreement
3. Adams Ashby Group, Inc. Proposal

City of Colfax

City Council

Resolution № __-2025

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC., PROVIDING GRANT WRITING, ADMINISTRATION, AND IMPLEMENTATION SERVICES FOR STATE AND FEDERAL GRANT PROGRAMS IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR A 5-YEAR TERM.

WHEREAS, On April 25, 2025, the City of Colfax issued a Request for Proposals (RFP) for services related to Community Development Block Grant (CDBG) and other state and federal funding programs, including administration and labor standards compliance services (State Prevailing Wage and Davis-Bacon compliance); and,

WHEREAS, staff received a total of 2 responses: Thurmond Consulting LLC., and Adams Ashby Group Inc.; and,

WHEREAS, after a thorough review, the proposal from Adams Ashby Group, Inc. was determined to offer the strongest overall qualifications and references. As a result, Adams Ashby Group, Inc. was selected and has been notified of the RFP outcome; and,

NOW THEREFORE, BE IT RESOLVED the City of Colfax wishes to execute an agreement with Adams Ashby, Inc. to provide grant writing, administration, and implementation services for State and Federal grant programs in an amount not to exceed \$500,000.00 for a 5-year term.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on July 23, 2025, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sean Lomen, Mayor

Amanda Ahre, City Clerk

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Colfax / Adams Ashby Group, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Colfax, a California municipal corporation (“City”), and **Adams Ashby Group Inc. a CA Corporation**, (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: professional contract grant administration and labor standards compliance services for the City of Colfax's Community Development Block Grant (CDBG) and related State and Federal programs.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. CITY has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by City shall not operate as a waiver or release. Consultant represents and warrants to City that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless the City from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **June 4, 2025** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ron Walker, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Five Hundred Thousand Dollars (\$500,000).
- 3.5. “Commencement Date”: July 9, 2025.
- 3.6. “Termination Date”: July 9, 2030.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or

decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
 - 5.2.1. Only the City **Manager** or City Council may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Council's or City **Manager's** authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If the Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant. Such Supplemental Agreement shall be executed by the Consultant and be approved by the City Manager or City **Administrative Services Officer**.
 - 5.2.3. In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by the Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The City Council's decision shall be final.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including 24 CFR 570.611, all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code Section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Ron Walker** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.9. **Section 3.** The work to be performed under this contract is on a project assisted by or under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

- 5.10. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.11. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.12. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.13. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.14. **Inspection Services.** In the event Consultant will perform inspection services, City or authorized representatives of the City shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by the City do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.15. **Copeland "Anti-Kickback" Act (18 U.S.C. 874).** Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 5.16. **Compliance With All Federal Labor Standard Provisions:** Consultant shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.
- 5.17. **Compliance With Sections 103 And 107 Of The Contract Work Hours And Safety Standards Act (40 U.S.C. 327-330):** Consultant will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction

contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

- 5.18. **Compliance With Energy Policy And Conservation Act (Pub. L. 94-163, 89 Stat. 871):** Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultant shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subconsultants.** City shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

6.5. Disadvantaged/Minority/Women-owned Businesses.

- 6.5.1. Pursuant to 24 CFR 85.36(e), the Consultant will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:
- 6.5.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 6.5.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 6.5.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- 6.5.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - 6.5.1.5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6.5.2. The following information, as applicable, shall be retained by Consultant and produced upon request by General Services if determined by General Services to be necessary to establish Consultant's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.
- 6.5.2.1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by Consultant.
 - 6.5.2.2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
 - 6.5.2.3. The items of work for which Consultant requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by Consultant with his own forces, Consultant will be expected to make portions of such work available for D/M/WBEs to bid on.
 - 6.5.2.4. The names of D/M/WBEs who submitted bids for any of the work indicated in § 6.5.2.3 above, which were not accepted, a summary of Consultant's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for Consultant's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
 - 6.5.2.5. Assistance that Consultant has extended to D/M/WBEs identified in § 6.5.2.4 above to remedy the deficiency in their sub-bids.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit B in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. The City will seek to pay the invoice within 30 days of receipt and processing.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP AND MAINTENANCE OF WRITTEN PRODUCTS AND RECORDS

- 9.1. All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.
- 9.2. Consultant 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 City under this Agreement for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
- 9.3. All written products or records maintained under this section shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City, the State of California, the Department of Housing and Urban Development, and the Comptroller General of the United States or any of their duly authorized representatives. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of five (5) years after final payment under this Agreement. On or before the end of the five (5) year audit/retention period, Consultant shall release and deliver to the City all original records and related documentation.
- 9.4. Consultant shall permit the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s

employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the negligence or willful misconduct of the City. Subconsultant's obligation to defend any indemnified parties from claims covered by professional liability shall mean subconsultant's legal obligation is to reimburse the indemnified parties for their reasonable defense costs to the extent caused by subconsultant's negligence.

- 11.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Contract grant administration and labor standards compliance services.
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.

- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	\$1,000,000 per occurrence \$2,000,000 aggregate
General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate \$2,000,000 Products Comp/Op Aggregate \$1,000,000 Personal & Advertising Injury \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expense (any 1 person)
Workers' Compensation:	\$1,000,000 EL Each Accident \$1,000,000 EL Disease - Policy Limit \$1,000,000 EL Disease - Each Employee
Automobile Liability	\$1,000,000 Any vehicle, combined single limit

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of the City of Colfax must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies

required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Colfax, Attn: Amanda Ahre, City Clerk. 33 S. Main Street, Colfax, CA 95713.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Ron Walker
City of Colfax
City Manager
33 S. Main Street
Colfax, CA 95713
Telephone: (530) 346-2313
Facsimile: 530-346-6214
Email: city.manager@colfax-ca.gov

If to Consultant:

Lorie Adams
Adams Ashby Group
770 L Street, Suite 950
Sacramento CA. 95814
Telephone: 916-449-3944
Email: ladams@adamsashbygroup.com

With courtesy copy to:

Conor W. Harkins, City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
Phone (530) 432-7357
Email: CHarkins@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** The City may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If City should terminate this Agreement, the Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or his/her employees, or services of others ordered by the Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of termination by the City shall be determined by the **City Manager or Administrative Services Officer** in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant hereto.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to the City only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the City's last payment shall be relinquished to the City. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of the Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.5. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **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, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and

Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.

- 18.2. **Conflicts of Interest - Consultant.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Conflicts of Interest – City.** Pursuant to 24 CFR 570.611, no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The City shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.
- 18.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 18.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.8. **Non-Discrimination.** During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 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. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 18.9. **Equal Opportunity.** During the performance of this Contract, Consultant agrees as follows:
- 18.9.1. Consultant will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 18.9.2. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.

- 18.9.3. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- 18.9.4. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 18.9.5. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 18.9.6. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 18.9.7. Consultant will include the provisions of paragraphs (18.8.1) through (18.8.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 18.9.8. Consultant shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and

employment policies, programs, and employment statistics of Consultant and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

- 18.9.9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- 18.9.10. Whenever Consultant or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to Consultant, Consultant shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- 18.9.11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
- 18.9.12. Consultant will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 18.10. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.11. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.12. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.13. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.14. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Marin and Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.15. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”

City of Colfax

“Consultant”

Adams Ashby Group, Inc.

By:

Signature

By:

Signature

Printed: Ron Walker

Title: City Manager

Date: _____

Printed: Lorie Adams

Title: Principal

Date: _____

Attest:

By:

Amanda Ahre,
City Clerk

Date: _____

Approved as to form:

By:

Conor W. Harkins,
City Attorney

Date: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless City for any damage resulting from failure of either Consultant or any subcontractor to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A**(Scope of Services)**

As outlined in the request for proposals, Adams Ashby Group, Inc. will provide assistance with the administration and implementation of the City's current and future CDBG funded projects and programs, and other State and Federal funded awards, including the CDBG phase II awarded project that is currently being implemented.

Contract special conditions

Once the City has received a conditional award, staff will take the next steps in Clearing Conditions and submitting the required information requested by the CDBG staff or agency. This ensures that all conditions are met to ensure compliance and funds are available in a timely manner. Each agency requires its own specific conditions to be met dependent on the program or project. Our team has experience in a variety of requirements, which may include but not be limited to environmental compliance, project timelines, updated cost estimates, relocation plans, program and monitoring guidelines, and more. Additionally, we will stay in close contact with your state representative to ensure strong communication is maintained throughout project/program setup.

For the current project, the State requires an updated scope of work and amendment to be processed and approved. Once this is obtained the project is ready to move forward.

Administration

Once approved, grantees are responsible for complying with many conditions under the grant contract. Following these requirements strictly, will ensure your projects perform efficiently and within state/federal regulations. Projects and programs that are found to be out of compliance run the risk of not being eligible to reapply for grant funds in future years or even having to return funds to the State that may have already been spent. Below is a brief summary of the major tasks we would propose to assist your team in administering your CDBG grant contract.

Conduct all required public meetings and hearings

Most granting agencies require public hearings and meetings are held throughout the term of a grant agreement. These meetings are imperative to providing outreach to the community in the process of implementing state and federal funds. Our staff will ensure all notices are provided for publishing prior to deadlines and we will be available to attend, and lead hearings based on the needs of the City. Additionally, our team provides draft Council memorandum and draft resolutions (when required) to assist in training your team on the information needed and required to maintain citizen participation requirements. Many changes have been occurring at the State level regarding public outreach and affirmative marketing of programs. Adams Ashby Group will assist your team in the development of the LEP (LIMITED ENGLISH PROFICIENCY) Requirements and implementation thereof to assure meeting HUD requirements.

For the current contract the next public hearing is required at closeout.

Contract special conditions

Once the City has received a conditional award, staff will take the next steps in Clearing Conditions and submitting the required information requested by the CDBG staff or agency. This ensures that all conditions are met to ensure compliance and funds are available in a timely manner. Each agency requires its own specific conditions to be met dependent on the program or project. Our team has experience in a variety of requirements, which may include but not be limited to environmental compliance, project timelines, updated cost estimates, relocation plans, program and monitoring guidelines, and more. Additionally, we will stay in close contact with your state representative to ensure strong communication is maintained throughout project/program setup.

For the current project, the State requires an updated scope of work and amendment to be processed and approved. Once this is obtained the project is ready to move forward.

Program/Monitoring Guidelines

If the City were to provide services or programs with a non-profit agency, the City will be required to establish training and monitoring guidelines for the Subrecipients under the contract. We will update the current program to include the new 2 CFR Part 200 Regulations and we will work with each agency to review the updated manual and provide on-site training with each subrecipient to ensure compliance with CDBG, Federal and State regulations under the contract. Additionally, the City will be required to monitor the subrecipient during the term of the contract. The guidelines have established the process and provided the required forms and letters for implementation of this process. Adams Ashby Group will attend the monitoring and assure staff is maintaining the required records through clearance.

Procurement

The contract provided will require various types of procurement. Adams Ashby Group possesses the necessary resources to fulfill this task for the City. We are aware of the stringent procurement processes that are involved with any state and federal funds and realize the importance of obtaining competitive bids for various projects. We have experience in a variety of procurement fields and will assist with the request for proposal, solicitations, advertisements, and any other procurement issue the City may require assistance.

For the upcoming project, procurement will be needed for the next contractor which will include a sealed bid.

Program Reporting

A variety of reports are required for compliance with CDBG. The reporting timelines are established on a quarterly, semi-annual and annual basis. Our firm will send out a reminder 15 days prior to the end of the reporting period to ensure late reports do not result. Review of the reports, completing of the reports, or a shared approach will be reviewed as part of our relationship- this will ensure the training process will occur if staff is not yet ready to complete this part of the grant program process. Understanding reports is critical in ensuring a complete management process as much of the data required is collected ongoing throughout the program cycle. We will work closely with your finance department to ensure all accounting is accurate and be a check and balance for this process.

Maintain all Fiscal Records

The City has the end responsibility of ensuring records and fiscal records are maintained and accurate. Adams Ashby Group will provide staff with a records system that will allow staff to manage these records. Additionally, we will keep a complete secondary set of records to ensure information is available upon request by the funding agency. Fiscal records will be requested and audited on a quarterly basis to ensure all financial data is accurate and recorded. We will additionally provide training and capacity building as needed.

Prepare Public Information File

Each funding source requires a document/recordkeeping system with specific files and forms to be available upon monitoring. It is critical these files are set up and managed from the beginning process – application through final close out. Maintenance of this system will ensure a smooth monitoring with the State or Federal agency. Additionally, the Federal Regulations require grant programs to be a public process. This includes the establishment and maintenance of a public information binder that is available to the public during regular office hours. Our team will work with staff to establish this binder for each program as required by the funding agency. As each program moves forward it is our goal to assist with the process and perform inspections of all required files to ensure consistency and accuracy.

Communication

With any grant program or project, it is critical to have strong coordination and clear communication between City staff and state/federal agencies. As your consultant, we will ensure that all parties involved will be clear of project logistics, tasks, responsibilities, and timelines. This coordination will allow City staff to stay abreast of all programs/projects, without devoting all of their time to such tasks. We work to ensure all emails are cc'd to appropriate individuals, include staff on all correspondence with State and other agencies, and remain timely in our response.

Additionally, our team has developed strong relationships with many state and federal agencies throughout our professional careers. Having this background, will provide the City with an expertise of the intricacies of each program allowing for smoother projects and a bridge for communication should unforeseeable issues arise.

Oversee Equal Opportunity compliance

Each program requires compliance with equal opportunity laws to ensure discrimination has not occurred during the operation of a program. Adams Ashby Group will review all documents, advertising, and collect required data to adequately document compliance with the requirements.

Preparation of program records

Each funding source requires a document/recordkeeping system with specific files and forms to be available upon monitoring. It is critical these files are set up and managed from the beginning process – application through final close out. Maintenance of this system will ensure a smooth monitoring with the State or Federal agency. Additionally, the Federal Regulations require grant programs to be a public process. This includes the establishment and maintenance of a public information binder that is available to the public during regular office hours. Our team will work with staff to establish this binder for each program as required by the funding agency. As each program moves forward it is our goal to assist as necessary with the process and we will perform inspection of all required files to ensure consistency and accuracy.

Upon grant expiration, we will also meet with your staff to review the grant closeout process and what the ongoing responsibilities of the City will be even though the grant is being close out. Such programs as CDBG require efficient record keeping for many years after the grant, as well as other requirements that will ensure your projects are maintained and serviced properly. Our firm will work with your staff and your current CDBG manual to make certain that each role is identified and CDBG expectations are being satisfied.

Monitoring and Audits

Our staff's goal is to build your files so that they are always ready to be monitored by HCD/HUD. We are well versed in all aspects on monitoring visits and have been a part of numerous of the past decades. Once the projects are completed, we do our own in-house audit of sorts that utilizes the HCD checklist so that you are in compliance before HCD visits you and reviews files. We are also always available during the monitoring's to be on-site to help this process go smoothly.

Implementation / Activity Delivery

The City is also looking for consulting services that relate to labor compliance and ensuring Davis Bacon requirements are met for your public improvement projects. These requirements

are extremely important and we have a staff that is experienced in ensuring compliance and educating contractors/subcontractors of the requirements. Our goal is to assist these contractors in effectuating compliance to ensure the City is protected for future audits and scrutiny by the Department of Labor and Department of Industrial Relations.

Below we have provided a general scope of work:

- **General Project Tasks**

- Review/Obtain DIR and DOL wage rates and classifications for job
- Conduct craft matching process and provide highest wage rate for payment to contractor/City for CDBG review
- Provide all required language for bid package and review all bid documents before publication
- Verifying Contractor and Sub contractor Eligibility
- Conduct Pre-Bid and Pre-Construction conference meeting and provide labor compliance job handbooks; Conduct training for Contractor and Subs
- Communicate and coordinate with General Contractor to obtain all certificates and authorization documents for general and subs;
- Obtain Apprenticeship Program Certifications and Registration for General Contractor and all subs; This includes DIR and DOL Certifications and wage rates
- Complete all required reports to CDBG;
- Maintain project file in compliance with funding sources;

- **Payroll Reviews and Statement of Compliance**
 - Obtain and review weekly certified payrolls
 - Obtain and maintain all required reporting documents for the funding sources
 - Ensure compliance prior to payment
 - Review construction logs and compare to payrolls submitted for compliance
 - Review interview data and compare to payrolls submitted
 - Verify Bona Fide Fringe Benefit plans and CAC payments

- **Reporting Documents**
 - Section 3 Reports and data collection
 - Prepare Semi Annual Labor Standards Enforcement Reports
 - Final Wage Compliance Report

As payrolls and compliance documents are reviewed a Labor Compliance Report (LCR) will be issued that tracks the responses for each item identified to be out of compliance and provide the necessary training and resources to assist those out of compliance in reaching compliance as quickly as possible.

Meet with general and sub-contractor's payroll staff at the pre-construction meeting. Request to schedule a time with these individuals prior to the construction project review to have an in-depth conversation and meet with actual payroll staff.

At the conclusion of a project, audit the labor compliance files, provide tabbed sections for audit ease, and provide the checklist for the file. If the project is selected for an audit the team will be available to answer questions and provide information as requested.

EXHIBIT B
(Approved Fee Schedule)

Cost Schedule

As the City has received recent CDBG awards, and has other applications pending, we are providing an outline of our rates and standard costs based on the expected contracts.

2025 Cost Schedule	Hourly Rate
Principal	\$125.00
Support Staff	\$85.00

We provide project contracts on a flat rate monthly billing for the period of the project schedule. If additional work is requested, it would be billed on a Time and Materials basis using the above hourly rate schedule. No travel or additional charges are being proposed. All costs are included in the amounts provided in the cost proposal and hourly rate. General Administration would be billed for the full term of the contract with no delays or pausing. The final closeout billing would occur at the time of closeout for the contract or at the final expenditure date. This cost covers all costs for closeout processes and audits.

All projects, programs, and awards will be proposed on project-by-project basis. For the current project under award, we would propose the following:

CDBG Contract (typical cost)

Project Administration and Implementation:

General Administration: \$2,500 per month (flat rate)

Project Implementation: \$4,500-5,500 per month (flat rate)

All project costs are within the allowance of the grant funding

PLHA Contract

General Administration: 5% of allocation allowed for General Administration.

Long Term Monitoring

HOME Long Term Monitoring: \$4,500 per year for annual monitoring (as applicable)

Grant Application(s)

Grant applications will be negotiated prior to application preparation should the City wish to seek funding for future project(s)/Program(s). Application development and coordination vary depending on the funding source and type of project. Special reports, environmental and other supportive analysis are excluded from the cost estimates provided below.

A list of standard applications is provided below for reference:

CDBG Project Application:	\$5,000 - \$8,500
CDBG Service Application:	\$3,000
HOME Program Applications:	\$3,500
HOME Project Applications:	\$25,000
Other Applications:	\$4,000 - \$25,000

Other Services provided at additional costs:

Income Survey, Environmental, other reports and assessments not included in the standard process of a contract, long term monitoring, portfolio management, etc.

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.
2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.
3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

June 4, 2025



City of Colfax
Attn: City Clerk
 33 S. Main Street
 PO Box 702
 Colfax, CA 95713

Subject: Proposal for Community Development Block Grant Administration and Labor Compliance Services

Dear City Clerk and Review Committee,

Adams Ashby Group, Inc. is pleased to submit our proposal to provide professional contract grant administration and labor standards compliance services for the City of Colfax's Community Development Block Grant (CDBG) and related State and Federal programs. We are a small business with over 30 years of experience in the administration of complex public infrastructure and housing projects funded through CDBG, HOME, USDA, and related programs.

We confirm our commitment to fully comply with all Federal and State requirements outlined in the RFP dated April 25, 2025, including but not limited to the provisions of Executive Order 11246, 24 CFR 570.611, the Davis-Bacon Act, and California Labor Code. We are not debarred or suspended from participation in any federal or state-assisted programs. We have provided our Sam.Gov registration to the proposal for reference.

Our team brings deep expertise in:

- CDBG-funded street improvement projects from inception to closeout
- DIR and Davis-Bacon labor compliance, including on-site interviews and certified payroll review
- eCivis management, program income tracking, and State/HUD audit compliance
- Public outreach, contractor oversight, and preparation of close-out requirements to City operations

We have assembled a highly skilled team, led by Lorie and Paul with direct experience managing similar scopes of work in multiple communities across the State of California. Our proposal outlines a detailed work plan, milestones, and cost estimate for each task. References and past project performance are included for your review.

We are **excited** about the opportunity to support the City of Colfax in achieving **successful** outcomes on your CDBG-funded street improvements and other federally supported initiatives. Thank you for considering our proposal.

Sincerely,

L. Adams
 Lorie Ann Adams
 Principal Consultant

Paul Ashby
 Paul Ashby
 Principal Consultant

A. Detailed History, Summary of Services & Experience

Adams Ashby Group: Your Trusted Community Development Partner

At Adams Ashby Group, our mission is to meet the unique needs of our clients. With a dedicated team and over 40 years of career experience in community development services, we specialize in managing State and Federal funding, including a strong expertise in the Community Development Block Grant (CDBG) Program. Our commitment extends beyond mere administration; we create an environment that allows us to proactively address both departmental and community concerns. Our Services Include:

- Identifying funding resources for municipalities
- Navigating state and federal requirements
- Efficiently delivering funds to accomplish vital programs and projects

We take pride in our expertise and look forward to continuing to put our experience to work for you. Thank you for considering Adams Ashby Group as your community development partner.

Mission Statement

To collaboratively empower and uplift communities by fostering sustainable growth, enhancing economic opportunities, and strengthening municipal partnerships. Our commitment lies in creating vibrant neighborhoods, promoting self-sufficiency, and ensuring equitable development all while balancing compliance with the Federal and State regulations.

Centrally located within the State, Adams Ashby Group is uniquely positioned to serve clients throughout the project lifecycle. From project inception to planning, design, funding access, and seamless project coordination, our team is committed to ensuring your program or project's success while adhering to all necessary requirements and regulations.

Our Strengths:

- **Experienced Leadership:** Lorie Ann Adams and Paul Ashby have worked together for over 20 years, bringing over **40 years of community development experience and knowledge** to the table.
- **Proven Track Record:** The projects and program experiences outlined in this document were successfully completed during our careers, and we have brought this wealth of experience to expand the Adams Ashby Group, Inc.
- **Full-Service Approach:** As a comprehensive firm, we offer a broad knowledge base. Our firm is available to provide full services to the agency or can provide bridge services based on the current resources available at your community.

We eagerly look forward to the future and warmly welcome you as a valued part of it!

Adams Ashby Group

1000 Lincoln Road H212- Yuba City, CA 95991

916.449.3944 †

www.adamsashbygroup.com

As the market evolves and government responses shift, municipalities face the challenge of navigating funding sources for projects and program implementation. The **Adams Ashby Group, Inc.** specializes in community development services across the State of California. Our firm stands out due to our comprehensive understanding of the diverse needs within the communities we serve and the variety of funding sources we implement.

We offer a range of services to organizations, designed to facilitate the achievement of their goals:

1. **Funding Assistance:** We assist municipalities in identifying funding resources, ensuring that state and federal funds are accessible for various programs and projects.
2. **Planning and Studies:** Our team assists in accessing funding to complete essential planning and housing studies, providing valuable insights for community development. Additionally, our team can provide income surveys to support applications and need evidence requirements in applications.
3. **Housing Program/Project Administration:** We support the implementation and administration of housing projects, ensuring efficient and effective delivery of units including overlay implementation. Our team can also provide capacity building and training to staff for housing program implementation.
4. **Federal and State Overlay Compliance:** We navigate the complex overlay requirements, including labor compliance and HUD Section 3 for public works projects, to ensure seamless execution.
5. **Environmental Studies:** Our expertise and partnerships extend to environmental studies, addressing sustainability and community well-being.

Our experience as Adams Ashby Group, Inc. spans over **16 years of service** in the field, during which we have built strong relationships and accessed vital resources. Let us guide your municipality in both short-term and long-term project planning and implementation. Below we have outlined the variety of funding we have assisted communities in obtaining and managing over our time in service.

This table outlines the state and federal agencies that we have grant writing experience in and continuously monitor to ensure critical dates and funding announcements are distributed to our clients. The Adams Ashby Group is your one stop resource for identifying and securing state and federal funds.

<p>Grant /Program Management Services</p> <ul style="list-style-type: none"> Program Income management Portfolio management Project management Funding management Long Term Monitoring - HOME <p>Program and Project Implementation Services</p> <ul style="list-style-type: none"> Housing rehabilitation programs Home buyer programs RDA 20 percent set-aside programs TBRA Programs NSP Programs and Projects <p>Planning and Community Studies</p> <ul style="list-style-type: none"> Program design and development Economic development studies Housing condition surveys Special needs assessments Income surveys Public and community facilities <p>Compliance/Overlay Requirement Services</p> <ul style="list-style-type: none"> Federal and state Labor <p>Environmental Services</p> <ul style="list-style-type: none"> CEQA NEPA Combination CEQA/NEPA Phase I /Phase II 	<p>Grant /Funding Services</p> <ul style="list-style-type: none"> CDBG HOME PLHA EHAP CalHOME State bond programs Small Community Grants Program USDA – Rural Development Caltrans Safe Routes to Schools (State and Federal) STIP and RTIP Department of Parks and Recreation Roberti Z' Berg Harris Program Land and water conservation fund Recreational trail program I Bank Department of Water Resources State Water Resources Control Board CalRecycle Department of Transportation Environmental Protection Agency Department of Homeland Security Department of Justice Environmental Protection Agency <p>Project Development</p> <ul style="list-style-type: none"> Recreational Trail Park Development Infrastructure Project Development Water, Sewer, Storm Drainage, etc. Lighting Public Safety Facilities Multi-Family Housing
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Grant Programs

The Adams Ashby Group recognizes the importance of securing financial assistance for municipalities and can provide your community with the necessary resources and expertise to secure both private and public funding. As with any program or project, locating and securing funding is the key component to its success. Now more than ever, organizations must put priority projects and programs on the shelf due to the lack of available monies in budgets. Our team monitors funding agencies and resources to ensure available grant and loan programs are examined to provide our clients with as many opportunities as possible. Our goal is to leverage funding to the highest extent possible at the least cost to the community.

Grant / Program Management Services

Managing grant programs and funding is essential to the success of a grant awarded to a community, as performance can determine future awards and grant management must be a priority. Once a program has been completed, residual management of Program Income, Portfolio's and Long-Term Monitoring are required and must continue. The Adams Ashby Group is trained and maintains certifications by HUD and other agencies to effectively provide these services to your agency and ensure compliance.

Program and Project Implementation Services

There are a variety of programs and projects that can be implemented with grants funds depending on your community needs whether a housing program or public works project. Our goal is to assist in the development, visioning and implementation of your programs and projects. Adams Ashby Group is prepared to implement your programs and projects and assist you in accessing the required funding to meet the needs of your community.

Planning and Community Studies:

Planning is always the first step in any project and understanding the variety of factors are critical to accessing funding. The New CDBG Over the Counter Process requires applicants to be "Shovel Ready" at applications which request the following:

- Plans & Specs completed and ready to bid within 90 days of the State Contract being awarded
- Environmentals complete, published and ready to submit the Authority to Use Grant Funds
- All permits obtained or in process and ready to be issued prior to contract award
- Complete cost estimate
- Site control

The Adams Ashby Group will provide focus and assist your community managing the PTA process to provide the above compliance to access funding to complete project. At the Adams Ashby Group, we have been successful throughout our careers in accessing planning dollars, with more than \$5 million secured for communities, which has resulted in a variety of community planning studies and reports that have led to CDBG Projects.

Compliance/Overlay Requirement Services

Each granting agency has specific compliance and overlay requirements; for example, environmental, equal opportunity, Buy American, State prevailing wage, Davis - Bacon labor standards and relocation requirements. Managing and having complete records of compliance

B. Policy on Affirmative Action/Conflict of Interest Statement/Drug Free Workplace

Adams Ashby Group, Inc. is an equal opportunity employer. Our policy is to recruit, hire, and promote based on qualifications and merit without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, disability, or marital status.

Adams Ashby Group is in compliance with Executive Order 11246.

We are Drug-Free Workplace and maintain the requirement in force that meets required state and federal overlay regulations.

UEI Number Verification

Last updated by LORIE ADAMS on May 29, 2025 at 03:14 PM



ADAMS ASHBY GROUP, INC.

Unique Entity ID R9SSB9PUJNL5	CAGE / NCAGE 7KTB6
Registration Status Active Registration	Expiration Date May 29, 2026
Physical Address 832 Richland RD STE C Yuba City, California 96991-6280 United States	Mailing Address 1000 Lincoln Road H-212 Yuba City, California 96991 United States

General Insurance / Professional Insurance / Workers Compensation

Adams Ashby Group Insurance Coverage is provided by USAA Insurance Agency – Hartford Casualty Insurance Company. The policy information is as follows:

General Liability: 65 SBA NW 6130	6/01/25 – 6/01/26	Each Occurrence	\$1,000,000
Fire Damage	\$300,000		
Med Exp	\$10,000		
P & ADV	\$1,000,000		
General Agg.	\$2,000,000		
Products –Comp	\$2,000,000		
Automobile Liability: 65 SBA NW6130	06/01/25 – 6/01/26	Combined Single	\$1,000,000
Errors & Omissions Insurance: 596466820	5/19/25 -5/19/26	Single Limit	\$1,000,000
State Farm Workers Compensation Policy: 90-CL-E629-8		Each Occurrence	\$1,000,000

Small Business Certifications

The Adams Ashby Group has received a **Small Business Designation** from the State of California.
 Certification #1059345 Effective from July 22, 2009 – Present

C/D. Reference and Project Listing

Below we have included a list of references and a brief overview of projects completed by Adams Ashby Group.

City of Firebaugh

Ben Gallegos, City Manager
 Rita Lozano, City Clerk
 1133 P Street
 Firebaugh, CA 93622
 Phone: (559) 659-2043

We have worked with the City for over a period of 10 years assisting with the implementation of the various housing programs and a variety of infrastructure projects in the City including Planning Studies. Administration and implementation of more than \$15 million in infrastructure projects including labor compliance. We have prepared numerous applications for funding under DWR, Stewardship Council, RZH and Park Funds, HOME, CDBG, and Caltrans. We provide data and support information to ensure the housing element recommendations are implemented as well as development of strategies based on the current needs of the community.

09-STAR-6389: CDBG-R
 Public Infrastructure Project
 10-STBG-6714: Public Infrastructure Project
 11-PTEC-7623: Planning Technical Assistance
 12-CDBG-8389: Public Infrastructure Project
 15-CDBG-10568: Public Infrastructure Project
 17-CDBG-12016 – Public Infrastructure Project
 18-CDBG-12995 – Public Infrastructure Project
 20-CDBG-12000 – Public Facility Project
 22-CDBG-NH-00014 – Public Service Program

City of Lakeport

Kevin Ingram, City Manager
 Nick Walker, Asst. City Manager/Finance
 225 Park Street
 Lakeport, CA 95453
 Phone: (707) 263-8841

The Adams Ashby Group provides the City of Lakeport with support in administering and delivering the city's housing programs and public infrastructure projects using CDBG, HOME, and USDA funding for a total of \$10 million dollars. In the most recent CDBG award, we procured funding to complete a Planning Technical Assistance Project to complete the Forbes Street Neighborhood Study that is currently underway. Throughout our work with the City, we have provided the following: on-site training for staff, update and submission of program guidelines, complete environmental documents, Section 3 implementation, project reporting, and administration through closeout and program audit with no Findings.

2010- CDBG: Neighborhood Improvement Study
 2014- CDBG: Business Assistance Funds
 2017- CDBG: Business Assistance
 2018 – CDBG: Infrastructure Improvements
 20-CDBG-CV 1 and 2/3: Community Center
 2021 – CDBG: Economic Development
 2022 – CDBG: Housing Planning Grant
 CDBG Pi: Carnegie Hall and City Hall ADA Projects
 CDBG-DR-MHP: Project Development – 2 Projects

County of Tehama
Tom Provine

Administrative Analyst
 Direct: (530) 527-4655 x 3027

The County of Tehama is implementing multiple CDBG contracts to support the construction of the PATH Resource Center in the City of Red Bluff. The project has used various CDBG awards from the general cycle as well as the CDBG-CV funding sources to complete the complex project. The project has span the years from 2018-2024 and is nearing completion. Adams Ashby Group is has assisted the County in accessing funding, navigating the complexities of sub-recipient contracts, federal overlay requirements related to environmental, labor compliance, HUD Section 3, budget shortfalls, and project changes.

Additionally, our team has assisted the County with a planning grant and upcoming application to support the Sky View Water District multi-million dollar improvement project. The project has been in the planning stages since 2014 and is nearing the construction phase. The County is committed to supporting the project and we are looking forward to assisting the team in implementation.

08-HOME-4709:	FTHB/OOR Program
09-PTAG-6507:	Planning Grant
10-STBG-6740:	Housing Rehabilitation
18-CDBG-12935:	PATH Resource Center
20-CDBG-CV1-00033:	Economic Development
20-CDBG-CV2-3-00116:	PATH Resource Center
2023-CDBG	Parking Lot Project

City of King

Steve Adams
 City Manager
 Main Office: (209) 468-3175
 Direct: (209) 468-3152
 Fax: (209) 468-9575

We have worked with the City for over a period of 7 years assisting with the implementation of the various federal and state funding programs to include a variety of infrastructure projects and a Planning Study. Administration and implementation of more than \$5 million in infrastructure projects including labor compliance and other Federal overlay requirements. We have prepared numerous applications for funding under the CDBG programs. We are currently assisting the city in implementing the following funding:

20-CDBG-12002:	Sidewalk Improvements
21-CDBG-PL-30009	Sewer Project Planning
2018 Park Bond Act	Downtown Park Plaza
Community Project	
Funding 2022	Downtown Street Scape
20-PLHA Funding	Housing program/project
Labor Compliance	Support on projects

D1. Scope of Work

As outlined in the Request for Proposal, the City of Colfax is seeking assistance with the administration and implementation of their current and future CDBG funded projects and programs, and other State and Federal funded awards. Based on our understanding, the City is in receipt of awards with CDBG and has a phase II that is being implemented. Our firm is well qualified and ready to begin working on this next phase of contracts immediately to ensure the projects are implemented efficiently and responsibly.

Administration

Once approved, grantees are responsible for complying with many conditions under the grant contract. Following these requirements strictly, will ensure your projects perform efficiently and within state/federal regulations. Projects and programs that are found to be out of compliance run the risk of not being eligible to reapply for grant funds in future years or even having to return funds to the State that may have already been spent. Below is a brief summary of the major tasks we would propose to assist your team in administering your CDBG grant contract.

Conduct all required public meetings and hearings

Most granting agencies require public hearings and meetings are held throughout the term of a grant agreement. These meetings are imperative to providing outreach to the community in the process of implementing state and federal funds. Our staff will ensure all notices are provided for publishing prior to deadlines and we will be available to attend, and lead hearings based on the needs of the City. Additionally, our team provides draft Council memorandum and draft resolutions (when required) to assist in training your team on the information needed and required to maintain citizen participation requirements. Many changes have been occurring at the State level regarding public outreach and affirmative marketing of programs. Adams Ashby Group will assist you team in the development of the LEP (LIMITED ENGLISH PROFICIENCY) Requirements and implementation thereof to assure meeting HUD requirements.

For the current contract the next public hearing is required at closeout.

Contract special conditions

Once the City has received a conditional award, staff will take the next steps in Clearing Conditions and submitting the required information requested by the CDBG staff or agency. This ensures that all conditions are met to ensure compliance and funds are available in a timely manner. Each agency requires its own specific conditions to be met dependent on the program or project. Our team has experience in a variety of requirements, which may include but not be limited to environmental compliance, project timelines, updated cost estimates, relocation plans, program and monitoring guidelines, and more. Additionally, we will stay in close contact with your state representative to ensure strong communication is maintained throughout project/program setup.

For the current project, the State requires an updated scope of work and amendment to be processed and approved. Once this is obtained the project is ready to move forward.

Program/Monitoring Guidelines

If the City were to provide services or programs with a non-profit agency, the City will be required to establish training and monitoring guidelines for the Subrecipients under the

contract. We will update the current program to include the new 2 CFR Part 200 Regulations and we will work with each agency to review the updated manual and provide on-site training with each subrecipient to ensure compliance with CDBG, Federal and State regulations under the contract. Additionally, the City will be required to monitor the subrecipient during the term of the contract. The guidelines have established the process and provided the required forms and letters for implementation of this process. Adams Ashby Group will attend the monitoring and assure staff is maintaining the required records through clearance.

Procurement

The contract provided will require various types of procurement. Adams Ashby Group possesses the necessary resources to fulfill this task for the City. We are aware of the stringent procurement processes that are involved with any state and federal funds and realize the importance of obtaining competitive bids for various projects. We have experience in a variety of procurement fields and will assist with the request for proposal, solicitations, advertisements, and any other procurement issue the City may require assistance.

For the upcoming project, procurement will be needed for the next contractor which will include a sealed bid.

Program Reporting

A variety of reports are required for compliance with CDBG. The reporting timelines are established on a quarterly, semi-annual and annual basis. Our firm will send out a reminder 15 days prior to the end of the reporting period to ensure late reports do not result. Review of the reports, completing of the reports, or a shared approach will be reviewed as part of our relationship- this will ensure the training process will occur if staff is not yet ready to complete this part of the grant program process. Understanding reports is critical in ensuring a complete management process as much of the data required is collected ongoing throughout the program cycle. We will work closely with your finance department to ensure all accounting is accurate and be a check and balance for this process.

Maintain all Fiscal Records

The City has the end responsibility of ensuring records and fiscal records are maintained and accurate. Adams Ashby Group will provide staff with a records system that will allow staff to manage these records. Additionally, we will keep a complete secondary set of records to ensure information is available upon request by the funding agency. Fiscal records will be requested and audited on a quarterly basis to ensure all financial data is accurate and recorded. We will additionally provide training and capacity building as needed.

Prepare Public Information File

Each funding source requires a document/recordkeeping system with specific files and forms to be available upon monitoring. It is critical these files are set up and managed from the beginning process – application through final close out. Maintenance of this system will ensure a smooth monitoring with the State or Federal agency. Additionally, the Federal Regulations require grant programs to be a public process. This includes the establishment and maintenance of a public information binder that is available to the public during regular office hours. Our team will work with staff to establish this binder for each program as required by the funding agency. As each program moves forward it is our goal to assist with the process and perform inspections of all required files to ensure consistency and accuracy.

Communication

With any grant program or project, it is critical to have strong coordination and clear communication between City staff and state/federal agencies. As your consultant, we will ensure that all parties involved will be clear of project logistics, tasks, responsibilities, and timelines. This coordination will allow City staff to stay abreast of all programs/projects, without devoting all of their time to such tasks. We work to ensure all emails are cc'd to appropriate individuals, include staff on all correspondence with State and other agencies, and remain timely in our response.

Additionally, our team has developed strong relationships with many state and federal agencies throughout our professional careers. Having this background, will provide the City with an expertise of the intricacies of each program allowing for smoother projects and a bridge for communication should unforeseeable issues arise.

Oversee Equal Opportunity compliance

Each program requires compliance with equal opportunity laws to ensure discrimination has not occurred during the operation of a program. Adams Ashby Group will review all documents, advertising, and collect required data to adequately document compliance with the requirements.

Preparation of program records

Each funding source requires a document/recordkeeping system with specific files and forms to be available upon monitoring. It is critical these files are set up and managed from the beginning process – application through final close out. Maintenance of this system will ensure a smooth monitoring with the State or Federal agency. Additionally, the Federal Regulations require grant programs to be a public process. This includes the establishment and maintenance of a public information binder that is available to the public during regular office hours. Our team will work with staff to establish this binder for each program as required by the funding agency. As each program moves forward it is our goal to assist as necessary with the process and we will perform inspection of all required files to ensure consistency and accuracy.

Upon grant expiration, we will also meet with your staff to review the grant closeout process and what the ongoing responsibilities of the City will be even though the grant is being close out. Such programs as CDBG require efficient record keeping for many years after the grant, as well as other requirements that will ensure your projects are maintained and serviced properly. Our firm will work with your staff and your current CDBG manual to make certain that each role is identified and CDBG expectations are being satisfied.

Monitoring and Audits

Our staff's goal is to build your files so that they are always ready to be monitored by HCD/HUD. We are well versed in all aspects on monitoring visits and have been a part of numerous of the past decades. Once the projects are completed, we do our own in-house audit of sorts that utilizes the HCD checklist so that you are in compliance before HCD visits you and reviews files. We are also always available during the monitoring's to be on-site to help this process go smoothly.

Implementation / Activity Delivery

The City is also looking for consulting services that relate to labor compliance and ensuring Davis Bacon requirements are met for your public improvement projects. These requirements

are extremely important and we have a staff that is experienced in ensuring compliance and educating contractors/subcontractors of the requirements. Our goal is to assist these contractors in effectuating compliance to ensure the City is protected for future audits and scrutiny by the Department of Labor and Department of Industrial Relations.

This will be required for the current project and will be implemented accordingly including Section 3.

Below we have provided a general scope of work:

- **General Project Tasks**
 - Review/Obtain DIR and DOL wage rates and classifications for job
 - Conduct craft matching process and provide highest wage rate for payment to contractor/City for CDBG review
 - Provide all required language for bid package and review all bid documents before publication
 - Verifying Contractor and Sub contractor Eligibility
 - Conduct Pre-Bid and Pre-Construction conference meeting and provide labor compliance job handbooks; Conduct training for Contractor and Subs
 - Communicate and coordinate with General Contractor to obtain all certificates and authorization documents for general and subs;
 - Obtain Apprenticeship Program Certifications and Registration for General Contractor and all subs; This includes DIR and DOL Certifications and wage rates
 - Complete all required reports to CDBG;
 - Maintain project file in compliance with funding sources;
- **Payroll Reviews and Statement of Compliance**
 - Obtain and review weekly certified payrolls
 - Obtain and maintain all required reporting documents for the funding sources
 - Ensure compliance prior to payment
 - Review construction logs and compare to payrolls submitted for compliance
 - Review interview data and compare to payrolls submitted
 - Verify Bona Fide Fringe Benefit plans and CAC payments
- **Reporting Documents**
 - Section 3 Reports and data collection
 - Prepare Semi Annual Labor Standards Enforcement Reports
 - Final Wage Compliance Report
- **Employee Interviews**
 - Conduct employee interviews as needed
 - Mail interviews will also be used to collect trade/wage data from employees

Over the years and working with multiple projects, we have developed a system of reporting to ensure compliance with each contractor. As payrolls and compliance documents are reviewed, we issue a Labor Compliance Report (LCR) that tracks the response for each item identified to be out of compliance. This ensures a tracking of each corrective action and response for audit purposes. This also communicates to the agency as well as the contract the issues that may slow payment for the project if not addressed.

We make ourselves available as necessary and provide trainings and resources to assist them in reaching compliance as quickly as possible. We have found this has assisted in let time to clear the issues when payment requests come in as it is well tracked and managed.

Another time saver during this process is meeting with the general and sub-contractor's payroll staff at the pre-construction meeting. We request to schedule a time with these individuals prior to the construction project review to have an in-depth conversation and meet with the staff that will actually be working with the payroll process. This opens the lines of communication and sets forth the CDBG requirements at the beginning and with the correct person. We have found this system engages everyone at the start of the project and helps sustain compliance during the course of the project. We are able to answer questions early and with the complexity of CDBG – we are able to advise them of the variances to other federal projects and avoid the non-compliance.

At the conclusion of the project, our team will audit the labor compliance files, provide tabbed sections for audit ease, and provide the checklist for the file. If the project is selected for an audit our team will be available to answer questions and provide information as requested. We have recently experienced three HUD/HCD audits in our program documents and have been found to be the exceptional standard in project management with no findings or concerns being identified.

E. Proposed Schedule/Cost

As the City has received recent CDBG awards, and has other applications pending, we are providing an outline of our rates and standard costs based on the expected contracts.

2025 Cost Schedule	Hourly Rate
Principal	\$125.00
Support Staff	\$85.00

We provide project contracts on a flat rate monthly billing for the period of the project schedule. If additional work is requested, it would be billed on a Time and Materials basis using the above hourly rate schedule. No travel or additional charges are being proposed. All costs are included in the amounts provided in the cost proposal and hourly rate. General Administration would be billed for the full term of the contract with no delays or pausing. The final closeout billing would occur at the time of closeout for the contract or at the final expenditure date. This cost covers all costs for closeout processes and audits.

All projects, programs, and awards will be proposed on project-by-project basis. For the current project under award, we would propose the following:

CDBG Contract (typical cost)

Project Administration and Implementation:

General Administration: \$2,500 per month (flat rate)

Project Implementation: \$4,500-5,500 per month (flat rate)

All project costs are within the allowance of the grant funding

PLHA Contract

General Administration: 5% of allocation allowed for General Administration.

Long Term Monitoring

HOME Long Term Monitoring: \$4,500 per year for annual monitoring (as applicable)

Grant Application(s)

Grant applications will be negotiated prior to application preparation should the City wish to seek funding for future project(s)/Program(s). Application development and coordination vary depending on the funding source and type of project. Special reports, environmental and other supportive analysis are excluded from the cost estimates provided below.

A list of standard applications is provided below for reference:

CDBG Project Application: \$5,000 - \$8,500

CDBG Service Application: \$3,000

HOME Program Applications: \$3,500

HOME Project Applications: \$25,000

Other Applications: \$4,000 - \$25,000

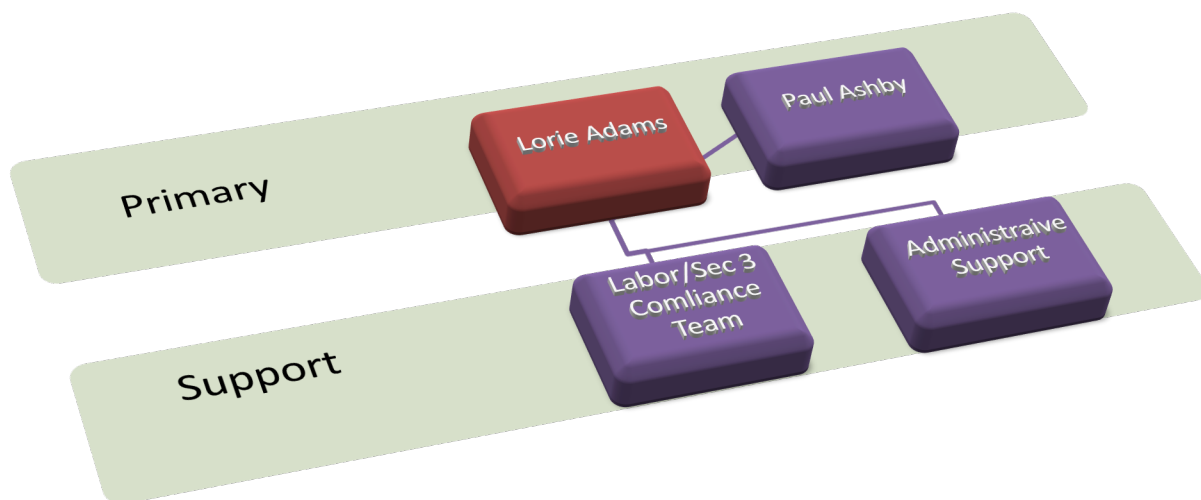
Other Services provided at additional costs:

Income Survey, Environmental, other reports and assessments not included in the standard process of a contract, long term monitoring, portfolio management, etc.

F. Organizational Chart

Lorie Adams will be the primary contact for the City for providing grant management and project coordination services. Lorie will be managing the process with support from the administrative staff in ensuring regulatory fiscal compliance as well as the nuances outlined in each funding contract, as well as our labor compliance team for any public facility / works projects. Paul will assist on an as needed basis.

Ms. Adams and Mr. Ashby have over 40 years of combined experience working for and with local government agencies in the administration and implementation of grant funds. Both provide expertise of all intricacies related to grant programs and have managed and implemented these programs from application through close out with CDBG, HOME, USDA, and others. Ms. Adams and Mr. Ashby have been highly successful throughout their career in securing funding for communities across California and offer grant writing experience for over 15 state and federal agencies. Additionally, Mr. Ashby brings vast experience in environmental processes and procedures, ensuring that all federal and state regulations are followed and met for your projects. In addition to the primary team, Brenda Bray will provide support services related to Labor Compliance as needed and Dawn McGee will provide administrative support.



G. Knowledge of the City of Colfax

Adams Ashby Group, Inc. has been fortunate to work with the City of Colfax for a number of years. We have worked on a variety of programs and programs with a specific emphasis on your CDBG program. The most recent grants were administered on your behalf were for the following:

20-CDBG-CV1-0002	Subsistence Payment Program
22-CDBG-NH-00052	Road Rehabilitation Project
Program Income	2017-Current
Income Survey	2018 City of Colfax Income Survey

Our team believes we have developed a well working relationship with your staff and provide an assistance that is beneficial to your team in developing grant applications, managing reports, preparing staff reports and hearing notices, attending Council meetings when required and much more. Our goal is to continue this process with your team for the future projects and programs that have been funded or are pending funding approval. We are confident that we bring a level of expertise unmatched in our field to projects to help your community ensure funds are expended efficiently and timely.

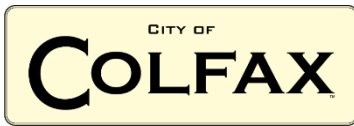
H. Acknowledgement

Adams Ashby Group, Inc. acknowledges receipt and review of the City of Colfax's Standard Contract for Consultant Services included as Exhibit A of the Request for Proposals dated April 25, 2025.

We hereby confirm that the terms and conditions of the sample contract are acceptable as presented and we are prepared to enter into an agreement consistent with the provisions outlined therein.

At this time, we do not propose any amendments to the standard contract.

Should the City of Colfax identify areas where clarification or adjustments may be beneficial during negotiations, Adams Ashby Group, Inc. remains open to engaging in good faith discussions to finalize the contract terms in mutual agreement.



Staff Report to City Council

FOR THE JULY 23, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Funding Request for Historic Colfax Downtown Association

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$5,000	Fund(s): 8263
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to make a donation in the amount of \$5,00.00 to the Historic Colfax Downtown Association.

Summary/Background

As a newly formed nonprofit, the Historic Downtown Association has spent the past seven months laying the groundwork for the long-term revitalization of Colfax's historic downtown. During this time, the Association has:

- **Hosted three highly successful community meetings**, engaging business owners, property owners, and residents in our shared vision for Colfax.
- **Launched “Art Month”**, promoting local creativity with two well-received events: Art Night at Snap Dragon and Jason's event at the Colfax Theatre.
- **Developed and actively maintained a robust online presence through VisitHistoricColfax.com**, which serves as both a citywide community calendar and tourism platform. We promote local businesses, highlight events, and run near-daily posts (Facebook and Instagram) and online advertising to drive foot traffic and position Colfax as a must-visit destination.
- **Actively pursued grants and private partnerships** to support infrastructure improvements and cultural programming.
- **Developed a marketing plan to attract new businesses**, including a comprehensive map of available commercial properties and the creation of a business relocation package to showcase why Colfax is an ideal location to invest in.
- **Initiated a revitalization strategy for the Fruit Exchange Building**, launching the new *Colfax Bazaar* event series to bring consistent activity and interest to the space.
- **Expanded plans for Oktoberfest**, aiming to grow the event's footprint and impact.

The association is respectfully requesting **\$5,000 in seed funding** from the city budget to support and sustain this momentum. These funds will help cover startup expenses, event costs, and marketing efforts as they continue to demonstrate the capacity to drive meaningful changes and promote Colfax and, its community members.

Attachments:

1. Resolution __-2025
2. Donation Request Letter

City of Colfax

City Council

Resolution № __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO MAKE A DONATION IN THE AMOUNT OF \$5,000.00 TO THE HISTORIC COLFAX DOWNTOWN ASSOCIATION.

WHEREAS, As a newly formed nonprofit, the Historic Downtown Association has spent the past seven months laying the groundwork for the long-term revitalization of Colfax's historic downtown.

During this time, the Association has:

- Hosted three highly successful community meetings, engaging business owners, property owners, and residents in our shared vision for Colfax.
- Launched "Art Month", promoting local creativity with two well-received events: Art Night at Snap Dragon and Jason's event at the Colfax Theatre.
- Developed and actively maintained a robust online presence through VisitHistoricColfax.com, which serves as both a citywide community calendar and tourism platform. We promote local businesses, highlight events, and run near-daily posts (Facebook and Instagram) and online advertising to drive foot traffic and position Colfax as a must-visit destination.
- Actively pursued grants and private partnerships to support infrastructure improvements and cultural programming.
- Developed a marketing plan to attract new businesses, including a comprehensive map of available commercial properties and the creation of a business relocation package to showcase why Colfax is an ideal location to invest in.
- Initiated a revitalization strategy for the Fruit Exchange Building, launching the new Colfax Bazaar event series to bring consistent activity and interest to the space.
- Expanded plans for Oktoberfest, aiming to grow the event's footprint and impact; and,

WHEREAS, the association is respectfully requesting \$5,000.00 in seed funding from the city budget to support and sustain this momentum. These funds will help cover startup expenses, event costs, and marketing efforts as they continue to demonstrate the capacity to drive meaningful changes and promote Colfax and its community members; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to make a donation in an amount not to exceed \$5,000.00 to the Historic Colfax Downtown Association.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on July 23, 2025, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sean Lomen, Mayor

ATTEST:

Amanda Ahre, City Clerk

From: [Erin Newington](#)
To: [City Manager; Amanda Ahre](#)
Subject: Agenda Request for 7/23 City Council Meeting – Funding Request for Historic Colfax Downtown Association
Date: Tuesday, July 15, 2025 2:56:17 PM

Hi Ron,

I hope this message finds you well. On behalf of the Historic Colfax Downtown Association (HCDA), I respectfully request to be placed on the agenda for the upcoming City Council meeting scheduled for July 23, 2025.

As a newly formed nonprofit, we have spent the past seven months laying the foundation for long-term revitalization of Colfax's historic downtown. During this time, we have:

- **Hosted three highly successful community meetings**, engaging business owners, property owners, and residents in our shared vision for Colfax.
- **Launched “Art Month”**, promoting local creativity with two well-received events: Art Night at Snap Dragon and Jason's event at the Colfax Theatre.
- **Developed and actively maintained a robust online presence through VisitHistoricColfax.com**, which serves as both a citywide community calendar and tourism platform. We promote local businesses, highlight events, and run near-daily posts (Facebook and instagram) and online advertising to drive foot traffic and position Colfax as a must-visit destination.
- **Actively pursued grants and private partnerships** to support infrastructure improvements and cultural programming.
- **Developed a marketing plan to attract new businesses**, including a comprehensive map of available commercial properties and the creation of a business relocation package to showcase why Colfax is an ideal location to invest in.
- **Initiated a revitalization strategy for the Fruit Exchange Building**, launching the new *Colfax Bazaar* event series to bring consistent activity and interest to the space.
- **Expanded plans for Oktoberfest**, aiming to grow the event's footprint and impact.

These efforts have been made possible entirely through volunteer time, personal investment, and a strong commitment to the future of Colfax.

We are now respectfully requesting **\$5,000 in seed funding** from the nonprofit account within the city budget to support and sustain this momentum. These funds will help cover startup expenses, event costs, and marketing efforts as we continue to demonstrate our capacity to drive meaningful change and promote Colfax in a big way.

We would be honored to present our progress and this request at the upcoming meeting. Please let me know if any additional documentation is needed in advance.

With appreciation,

Erin Newington
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Preserving history, fostering community, and revitalizing downtown Colfax.