



# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Marnie Mendoza · Mayor Pro Tem Sean Lomen  
Councilmembers · Kim Douglass · Trinity Burruss · Joe Fatula

## REGULAR MEETING AGENDA

September 9, 2020

Regular Session: 6:00PM

### The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/84999262436>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 849 9926 2436

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

1 **CLOSED SESSION** (NO CLOSED SESSION)

2 **OPEN SESSION**

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

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

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

3 **AGENCY REPORTS**

3A. Placer County Sheriff

3B. CHP

4 **PRESENTATION** (NO PRESENTATION)

5 **PUBLIC HEARING** (NO PUBLIC HEARING)

**Notice to the Public:** City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

*Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.*



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

September 9, 2020

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## 6 CONSENT CALENDAR

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

### **Recommended Action: Approve Consent Calendar**

6A. **Minutes – Regular Meeting of August 26, 2020** (Pages 4-7)

**Recommendation:** Approve the Minutes of the Regular Meeting of August 26, 2020.

6B. **Landscape Equipment Purchase** (Page 8)

**Recommendation:** Information Only.

6C. **2020 CDBG-CV1 Application Approval** (Pages 9-19)

**Recommendation:** Approve Resolution \_\_-2020 authorizing the City Manager submit an application for funding and the execution of a Grant Agreement and any amendments thereto from the 2020 Community Development Block Grant Program Coronavirus Response Round 1 (CDBG-CV1) NOFA dated June 5, 2020.

6D. **REAP Grant Funding MOU** (Pages 20-34)

**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Sacramento Area Council of Governments (SACOG) to receive \$10,000 in Regional Early Action Planning (REAP) Grant Funds for the preparation of the Housing Element.

## 7 PUBLIC COMMENT

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

## 8 COUNCIL AND STAFF

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

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

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

## 9 COUNCIL BUSINESS

9A. **Proposed City Use of Coronavirus Aid, Relief, & Economic Security (CARES) Act Funding**

(Pages 35-41)

**Staff Presentation:** Laurie Van Groningen, Finance Director

**Recommendation:** Adopt Resolution \_\_-2020 authorizing the allocation of federal CARES funding to the City for: 1) \$5,000 for City eligible expenses due to COVID-19, 2) \$42,500 to fund a small business grant assistance program, and 3) \$2,500 to fund agreement with Sierra Business Council to manage small business grant assistance program.

9B. **No Smoking Ordinance** (Page 42)

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and provide staff with direction.



**10**    **GOOD OF THE ORDER**

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

**11**    **ADJOURNMENT**

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I, Jaclyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at [www.Colfax-ca.gov](http://www.Colfax-ca.gov).

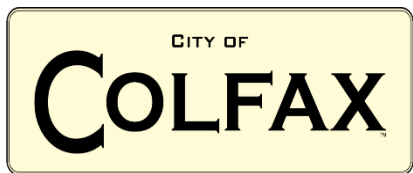
  
Jaclyn Collier, City Clerk

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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.

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# City Council Minutes

Regular Meeting of Wednesday, August 26, 2020  
City Hall Council Chambers  
33 S. Main Street, Colfax CA

## 1 CLOSED SESSION (NO CLOSED SESSION)

## 2 OPEN SESSION

### 2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:06PM

### 2B. Pledge of Allegiance

Mayor Mendoza led the Pledge of Allegiance

### 2C. Roll Call

Present: Mendoza, Burruss, Douglass, Fatula

Absent: Lomen

### 2D. Approval of Agenda Order

**Recommendation:** By motion, accept the agenda as presented or amended.

MOTION made by Councilmember Burruss to adjust the agenda order to move Item 8 – Council and Staff 8A and 8B up with Item 3 – Agency Reports and seconded by Mayor Mendoza and approved by the following roll call vote:

**AYES:** Mendoza, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**

**ABSENT:** Lomen

## 3 AGENCY REPORTS

### 3A. Placer County Sheriff – Ty Connors was not on the line.

Mayor Mendoza stated she would circle back to Mr. Connors.

## 8 COUNCIL AND STAFF REPORTS (Moved up per Item 2D)

Council and Staff provided reports in the following order:

- Councilmember Burruss
- Councilmember Douglass
- Councilmember Fatula

\*Mayor Pro Tem Lomen joined the meeting\*

- Mayor Mendoza
- Mayor Pro Tem Lomen
- City Manager Heathcock

Mayor Mendoza inquired if Ty Connors was on the line.

Mr. Connors introduced himself and provided a report.

**4 PRESENTATION (NO PRESENTATION)****5 PUBLIC HEARING****5A. Public Hearing – CDBG CV 1 Application****Staff Presentation: Wes Heathcock, City Manager****Recommendation:** It is recommended as follows:

- 1.) Open the public hearing and receive public comment regarding the Community Development Block Grant Coronavirus Aid, Relief and Economic Security Act (CDBG-CV1) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; and
- 2.) Provide direction for staff to prepare an application (Due August 31) in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV1 funds for COVID-19 related activities that benefit low-and moderate-income residents.

Paul Ashby provided information on the CDBG- CV1 Application. He noted a correction to the application deadline as September 21<sup>st</sup>, not August 31<sup>st</sup> as shown in the agenda packet and slides.

No public comments were received on this item.

The public hearing was closed at 7:07PM.

Council discussed options for the funding.

MOTION made by Councilmember Burruss to proceed with Staff's recommendation and seconded by Mayor Mendoza and approved by the following roll call vote:

**AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**

**ABSENT:**

**6 CONSENT CALENDAR****6A. Minutes – Regular Meeting of August 12, 2020****Recommendation:** Approve the Minutes of the Regular Meeting of August 12, 2020.**6B. Cash Summary – July 2020****Recommendation:** Accept and File.**6C. Quarterly Investment Report – Quarter ended 06/30/2020****Recommendation:** Accept and File.**6D. Notice of Completion – South Auburn Street & I-80 Roundabout Project****Recommendation:** Adopt Resolution 50-2020 accepting the South Auburn St. & I-80 Roundabout Project as complete and authorizing the City Clerk to file the notice of completion with the Placer County Recorder.**6E. Engineering Design Services for Lift Station 5 Force Main Improvements – GHD Inc.****Recommendation:** Adopt Resolution 51-2020 authorizing the City Manager to enter into a consultant services agreement with GHD Inc. for the engineering design and investigation services for Lift Station #5 Force Main Improvements in an amount of \$51,051.

**6F. Lift Station #5 Pump Motor Replacement – Commercial Pump**

**Recommendation:** Adopt Resolution 52-2020 authorizing the City Manager to purchase a new pump motor and install the unit from Commercial Pump for Lift Station #5 in the amount not to exceed \$73,133.

MOTION made by Councilmember Burruss and seconded by Mayor Mendoza to approve the Consent Calendar and approved by the following roll call vote:

**AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**

**ABSENT:**

**7 PUBLIC COMMENT**

**8 COUNCIL AND STAFF REPORTS** *(Performed after Item 3, per direction of Item 2D)*

**9 COUNCIL BUSINESS**

**9A. Commercial Cannabis Fees and Procedures**

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** By motion, consider adopting the following:

- 1.) Resolution 53-2020 approving the Commercial Cannabis Business Permit Application Procedure Guidelines
- 2.) Resolution 54-2020 establishing and adopting fees to process applications for Commercial Cannabis Business Permits and the Annual Regulation of Commercial Cannabis Businesses.

Kyle Tankard provided information and a PowerPoint presentation.

City Manager Heathcock requested the application review be pushed to the first week of January 2021 due to the final deadline shown as 12/24/2020 being a holiday.

No public comment received on the item.

MOTION made by Mayor Pro Lomen to follow the recommendation with the condition of the average multiplier as Council provided and seconded by Councilmember Burruss and approved by the following roll call vote:

Mayor Mendoza called on Councilmember Fatula for the first vote, he requested she come back to him.

Councilmember Fatula provided his vote last.

**AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**

**ABSENT:**

**10 GOOD OF THE ORDER**

Councilmember Burruss directed staff to place the discussion of adopting an No Smoking Ordinance for Downtown Colfax on the next agenda.

Councilmember Burruss requested to poll Council to inquire if they were open to discuss Adult use Cannabis.

Councilmember Fatula, Mayor Pro Tem Lomen, and Mayor Mendoza were not in favor of having a discussion on Adult use Cannabis at this time.

Councilmember Burruss and Councilmember Douglass were in favor of having a discussion on Adult use Cannabis.

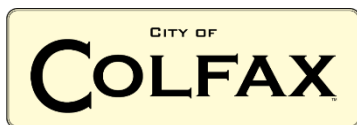
Mayor Mendoza confirmed the majority of Council is not to have the discussion .

**11 ADJOURNMENT**

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 8:40PM.

Respectfully submitted to City Council this 9<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
Jaclyn Collier, City Clerk



# Staff Report to City Council

## FOR THE SEPTEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Landscape Equipment Purchase

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$16,083	<b>Fund(s):</b> 100 - Capital
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**RECOMMENDED ACTION:** Information Only.

### Summary/Background

Council approved the Capital Expenditure budget for the Fiscal Year 2020/2021 during the month of June 2020. The Capital Expenditure budget includes the purchase of landscape equipment identified as commercial mower and trailer in the amount of \$20,000. The City was able to purchase these two items for \$9,098.

Public Works has identified additional needs in landscaping equipment, which will be purchased from the remaining funding. A list of the final equipment to be purchased from the Capital Expenditure budgeted item is represented below:

<b>LANDSCAPE EQUIPMENT PURCHASE</b>	
6'X10' R&J TANDEM AXLE LANDSCAPE TRAILER WITH RAMP.	\$2,578
HUSQVARNA ZERO TURN 54" CUTTING DECK RIDING MOWER.	\$6,520
<b>Sub- Total</b>	<b>\$9,098</b>
ECHO PPT-2620H TELESCOPING POLES AW, 12FT EXTENSION HEIGHT.	\$549
ECHO PB-801 BACKPACK BLOWER.	\$600
TROY BILT XP 21 INCH COMMERCIAL SELF PROPELLED PUSH MOWER.	\$368
DR FIELD AND BRUSH MOWER, PRO MAX 34.	\$3,599
LF 75 GAS POWERED HONDA 17" VIBRAPLATE.	\$1,869
<b>Sub- Total</b>	<b>\$6,985</b>
<b>TOTAL</b>	<b>\$16,083</b>

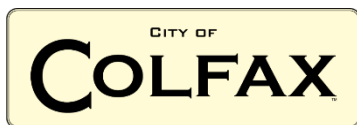
### Fiscal Impacts

The total equipment purchase is less than the General Fund 100 budgeted expenditure (\$20,000) in the amount of \$3,917.

### Attachments:

N/A





# Staff Report to City Council

## FOR THE SEPTEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** 2020 CDBG-CV1 Application Approval

*Budget Impact Overview:*

<b>N/A:</b> ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b> \$60,224	<b>Fund(s):</b> Grant Funded
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**RECOMMENDED ACTION:** Approve Resolution\_\_-2020 authorizing the City Manager submit an application for funding and the execution of a Grant Agreement and any amendments thereto from the 2020 Community Development Block Grant Program Coronavirus Response Round 1 (CDBG-CV1) NOFA dated June 5, 2020.

### Summary/Background

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funds. Eligible cities and counties may submit applications for CDBG-CV1 funds under the NOFA for the allocation of \$66,224 to the City. A maximum of three (3) activities will be allowed under this application cycle. Each activity must expend all funds within 12 months of the contract execution.

The CDBG-CV1 Notice of Funding Availability (NOFA) provides funding ONLY for the following Activities, which are narrowly tailored as described in Section II.A and Section II.B of the Notice of Funding Availability (NOFA):

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-downs
- Public services related to COVID-19 support
- Facility improvements related to COVID-19 healthcare and homeless housing needs
- Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19

All activities are required to meet a National Objective as outlined under Section IV. of the attached NOFA.

### **Public Outreach:**

The City held a Public Hearing for program outreach at the City Council Meeting on August 26, 2020. Council opened the Public Hearing, received comments and noted 0 comments were received and concluded at 7:07PM. The consensus of the hearing found the following program to be the most critical program for the communities:

#### 1. Subsistence Payments

The Program Hearing discussion review is noted below:

Ideas were proposed, Council ultimately decided to proceed with Staff's recommendation.

Email Comments included the following:

No email comments were received.

Staff is developing the required program design and application support to be submitted to the State not later than September 21, 2020 for the outlined program. The City is required to take action to approve the attached Resolution and Statement of Assurances for the application completion.

**Fiscal Impacts:**

The application costs for the grant is \$2,500 and administration and implementation will be covered by the 17% General Administration provided in the grant funding. The total fund breakdown is as follows:

<b>Task</b>	<b>Funding</b>
General Administration	\$10,238
Program Implementation Funds	\$49,986
Total Grant Award	\$60,224

**Attachments:**

1. Resolution \_\_-2020
2. Statement of Assurances

# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE CITY MANAGER SUBMIT AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020

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BE IT RESOLVED by the **City Council** of the **City of Colfax** as follows:

### **SECTION 1:**

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$60,224 for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

#### **List activities and amounts**

Subsistence Payments	\$ <u>60,224</u>
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### **SECTION 2:**

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

### **SECTION 3:**

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

### **SECTION 4:**

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

### **SECTION 5:**

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California fromtime to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Colfax** held on August 09, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Marnie Mendoza, Mayor  
City Council

**STATE OF CALIFORNIA**  
City of Colfax

I, \_\_\_\_\_, City Clerk of the City of Colfax, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jaclyn Collier, City Clerk of the City of Colfax, State of California

By: \_\_\_\_\_  
Jaclyn Collier, City Clerk



**APPENDIX J**

1

**Appendix J: CDBG-CV1 Application Certifications and Statement of Assurances**

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200  
Sacramento, CA 95833  
(855) 333-CDBG (2324)/ FAX (916) 263-2763  
www.hcd.ca.gov

**CDBG-CV1 Application Certifications and Statement of Assurances**

The **City of Colfax** hereby certifies the following:

**1. Legal Authority:**

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

**2. Application Authorization:**

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

**3. Citizen Participation:**

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

#### **4. National Objective:**

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

#### **5. NEPA Environmental Review:**

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

#### **6. Audit/Performance Findings:**

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

#### **7. Growth Control:**

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580](#).

**8. Uniform Administrative Requirements:**

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

**9. Nondiscrimination:**

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.



- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

**10. Anti-Displacement/Relocation:**

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

**11. Labor Standards:**

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

**12. Architectural Barriers:**

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

**13. Conflict of Interest:**

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds ([24 CFR §570.611](#)).

**14. Limitations on Political Activities:**

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

**15. Lead-Based Paint:**

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)), which prohibit the use of lead-based paint on projects funded by the program.

**16. Debarred Contractors:**

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of [24 CFR Part 24](#).

**17. Inspection of Grant Activities:**

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

**18. Cost Recovery:**

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

**19. Procurement:**

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

**20. Excessive Force:**

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

**21. Anti-Lobbying:**

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**22. Compliance with Laws:**

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

**I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.**

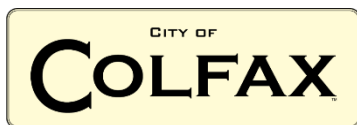
**Wes Heathcock**

Printed Name of Authorized Representative (*per the Resolution*)

\_\_\_\_\_  
Signature

City Manager  
Title

\_\_\_\_\_  
Date



# Staff Report to City Council

## FOR THE SEPTEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Amy Feagans, City Planner  
**Subject:** REAP Grant Funding MOU

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Sacramento Area Council of Governments (SACOG) to receive \$10,000 in Regional Early Action Planning (REAP) Grant Funds for the preparation of the Housing Element.

### Summary/Background

SACOG recently announced the availability of REAP (Regional Early Action Planning grant funds) to for the purpose of helping to fund the preparation the Housing Element of the General Plan.

These REAP funds are non-competitive and are in addition to the SB 2 (\$160,000) and LEAP (\$65,000) grant monies which the City has already received approval for from California Department of Housing and Community Development (HCD).

The attached MOU was prepared by SACOG staff and outlines the procedure for submitting the invoices.

City has already incurred approximately \$12,500 in consultant costs toward work on the current Housing Element update and will be submitting the \$10,000 invoice to SACOG upon approval of this MOU.

### Fiscal Impacts

None. No local match is required to receive these grant funds.

### Attachments:

1. Resolution \_\_-2020
2. MOU with SACOG

# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) TO RECEIVE \$10,000 IN REGIONAL EARLY ACTION PLANNING (REAP) GRANT FUNDS FOR THE PREPARATION OF THE HOUSING ELEMENT

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**WHEREAS**, SACOG has made available to the City of Colfax \$10,000 in non-competitive REAP grant funding; and,

**WHEREAS**, the City Council of the City of Colfax is eligible to receive these monies to help with the cost of the preparation of the City’s Housing Element; and,

**WHEREAS**, the MOU between the City of Colfax and SACOG establishes the terms and methods to receive the funding.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, hereby authorizes the City Manager to enter into an MOU with SACOG to receive \$10,000 in REAP grant funds for the preparation of the City’s Housing Element.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 9th of September, 2020 by the following vote of the Council:

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

**ATTEST:**

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**Jaclyn Collier, City Clerk**

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**Marnie Mendoza, Mayor**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
AND THE  
THE CITY OF COLFAX**

**FOR THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM**

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective September 10, 2020 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the City of Colfax (“Local Agency”).

**RECITALS:**

**WHEREAS**, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

**WHEREAS**, SACOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for purposes of administration of the Regional Early Action Planning Grant Program (“REAP”); and

**WHEREAS**, Local Agency is a member of SACOG and is the recipient of Ten Thousand Dollars (\$10,000) of SACOG REAP funds (the “Funds”) that will be used to pay for the preparation of the Housing Element as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

**NOW, THEREFORE**, SACOG and Local Agency agree as follows:

1. Recitals: the recitals above are hereby incorporated in this Agreement.
2. Compliance with Laws: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
3. Funding Amount: The amount to be paid to Local Agency under this Agreement will not exceed ten thousand dollars (**\$10,000**) unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG’s Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
4. Term: The term of this Agreement shall be from the Effective Date until June 30, 2021, unless agreed to in advance by written amendment signed by SACOG’s Executive Director or Deputy Executive Director.

5. Independent Contractor: The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.
  
6. Accounting Records:
  - a. Local Agency, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
  - b. Local Agency shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
  - c. Local Agency shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
  - d. Local Agency agrees that SACOG, HCD and the State of California or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.
  
7. Reporting and Payment:
  - a. On a monthly basis, Local Agency will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Local Agency shall submit written invoices by e-mail in to SACOG. Local Agency's written progress report shall be completed as required by SACOG, and shall be for the periods ending March, June, September and December.
  - b. Payments to Local Agency hereunder will be made in arrears. Local Agency will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Local Agency has already incurred costs for the Project. Attached as Exhibit A is SACOG's matrix of required

supporting documentation for Local Agency invoices. Invoices for expenditures incurred prior to October 1, 2019 will not be reimbursed.

c. The Local Agency shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Local Agency. Indirect cost rates shall be submitted annually in accordance with SACOG requirements.

d. Local Agency will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Local Agency's invoice that would cause withholding of approval and subsequent payment. Local Agency's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts. Local Agency's failure to comply with any of the reporting requirements in this Agreement may impact Local Agency's ability to receive future REAP funds.

8. Audit, Retention and Inspection of Records:

a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.

b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG and HCD shall have the right to audit Local Agency records and interview employees.



- c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
- d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

9. Third Party Contracts:

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Local Agency may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California law.
- b. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to Local Agency's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to SACOG's project manager.
- c. Local Agency shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this Agreement.

10. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17 below.
- b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.
- c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17. SACOG

will make payment to Local Agency through the date of termination, subject to the provisions of Section 6 above.

11. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
12. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.
13. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
14. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit “A”), unless modified pursuant to Section 12.
15. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
16. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.
  - a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
  - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
    - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.
    - (2) Maintain at least the minimum State-required Workers’ Compensation Insurance for those employees who will perform the work or any part of it.
    - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or

damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6)

#### 17. Work Product and Data:

##### a. Definitions

- i. “Work” – The work to be directly or indirectly produced by Local Agency, its employees, or by and of the Local Agency’s contractor’s, subcontractor’s and/or employees under this Agreement.
- ii. “Work Product” – All deliverables created or produced from Work under this Agreement included, but not limited to all, Work and deliverables conceived or made, either solely or jointly with others during the term of this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Local Agency and/or Local Agency’s contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- iii. “Inventions” – Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Local Agency or jointly with Local Agency’s contractor and/or subcontractor or Local Agency’s contractor’s and/or subcontractor’s employees of SACOG or HCD during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

##### b. Ownership of Work Product and Rights

- i. All Work Products derived by the Work performed by Local Agency, its employees or by and of the Local Agency’s contractor’s and/or subcontractor’s employees under this Agreement, shall be jointly owned by HCD, SACOG and Local Agency (“Joint Owners”), and shall be

considered to be works made for hire by Local Agency and Local Agency's contractor and/or subcontractor for HCD for the benefit of the Joint Owners. The Joint Owners shall jointly own all copyrights in the Work Product.

- ii. Local Agency, its employees and all of Local Agency's contractor's, and/or subcontractors employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Joint Owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hired by the Local Agency's contractor and/or subcontractor from HCD. From time to time upon Joint Owner's request, Local Agency's contractor and/or subcontractor and/or their employees shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as HCD may requests. Local Agency hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- iii. Local Agency, its employees and all Local Agency's contractors and/or subcontractors hereby agree to assign to HCD joint ownership of all Inventions. Local Agency, its employees and Local Agency's contractor and/or subcontractor shall promptly make a complete written disclosure to HCD of each Invention not otherwise clearly disclosed to HCD in the pertinent Work Product, specifically noting features or concepts that the Local Agency , its employees and/or Local Agency's contractor and/or subcontractor believes to be new or different.
- iv. Upon completion of all work under this Agreement all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Joint Owners and no further agreement will be necessary to transfer ownership to the Joint Owners.

18. Project Managers: SACOG's Project Manager for this Agreement is [Insert Project Manager], unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

[Insert Project Manager]  
 Sacramento Area Council of Governments  
 1415 L Street, Suite 300  
 Sacramento, CA 95814  
 Telephone: [Insert Phone Number]  
 Email: [Insert Email]

Local Agency's Project Manager for this Agreement is [Insert Project Manager]. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the

exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

[Insert Project Manager]

[Address]

[Telephone]

[Email]

19. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
20. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.
21. Litigation: Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.
22. Non-Liability of SACOG: SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
23. Amendments Required by HCD or State Agencies: If HCD, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
24. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
25. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.
26. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.
27. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with

Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

28. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, Local Agencies, contractors and consultants.

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

- a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Local Agency and its contractors will include the provisions of this Section 18 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG or HCD may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or HCD may determine to be appropriate, including,

but not limited to:

- i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
- ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

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

- a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

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



- a. Local Agency certifies, to the best of his or her knowledge or belief, that:
- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Local Agency will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.
22. Prevailing Wage and Labor Requirements.
- a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
  - b. Should Local Agency award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local

Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.

- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**

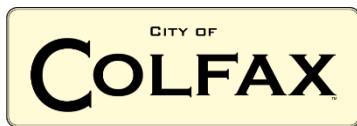
By: \_\_\_\_\_  
James Corless, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Sloan Sakai Yeung & Wong LLP  
Legal Counsel to SACOG

**CITY OF COLFAX**

By: \_\_\_\_\_  
Wes Heathcock, City Manager



# Staff Report to City Council

## FOR THE SEPTEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Proposed City Use of Coronavirus Aid, Relief, & Economic Security (CARES) Act Funding

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 authorizing the allocation of federal CARES funding to the City for: 1) \$5,000 for City eligible expenses due to COVID-19, 2) \$42,500 to fund a small business grant assistance program, and 3) \$2,500 to fund agreement with Sierra Business Council to manage small business grant assistance program.

### Summary/Background

The federal CARES Act was signed into law on March 27, 2020. One aspect of the CARES Act established the Coronavirus Relief Fund (CRF) to be used to reimburse states, territories, tribal and local governments for specified Coronavirus/Covid-19 related expenses. The City of Colfax is eligible for \$50,000 allocation of CRF funding through the State of California Department of Finance. The City submitted Certification for receipt of funds on July 10, 2020 – a copy of which is included as an attachment to this report.

City staff has estimated approximately \$5,000 in Covid-19 related expenses, consistent with the eligible expenses outlined by the U.S. Treasury, which administers the program. Details of eligible expenses can be reviewed at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Beyond City expenses, staff is recommending a small business grant assistance program to assist City of Colfax small businesses with their Covid-19 related needs. City staff has been working with the Sierra Business Council (SBC) to design a program for our City. The SBC has long standing experience in the area of small business and grant expertise and they have been working with both Placer and Nevada Counties on similar grant programs.

Notable elements of the proposed grant program include:

#### Eligibility Criteria:

1. Existing business as of March 15, 2020.
2. Must be a for-profit business and be operating legally.
3. Valid City of Colfax Business License.
4. Physical address within City of Colfax city limits and primary business conducted in the City.
5. Business is viable and intends to re-open.
6. Gross Revenues for 2019 between \$25,000 and \$2,000,000. Gross revenue is defined as line one of the tax return or schedule normally filed to report business income for federal tax purposes.
7. Less than 50 employees.

8. Must demonstrate Covid-19 related economic injury or hardship between 3/1/2020 and 12/30/2020.
9. Business must certify that grant expenditures are eligible as defined by U.S. Treasury guidelines as part of the application process, and that qualified expenditures have not been submitted for any other grant or loan programs.
10. Ineligible businesses include those specified in the US Small Business Administration 7A program.

**Grant Funds/Award**

1. Grants may be awarded up to the following amounts:
  - a. \$2,500 for business with 1 - 9 employees
  - b. \$5,000 for businesses with 10 – 50 employees
2. Grant awards will be based on lottery once applicants are determined eligible

**Grant Program Administration**

1. Program to be managed by a third-party administrator.
  - a. Review grant applications, determine eligibility, determine grantees, program reporting as required.

**Fiscal Impacts**

There is no impact to the City as expenses for administering the proposed grant assistance program are eligible to be covered by CARES funding.

**Recommendation**

Authorize the allocation of federal CARES funding to the City for:

1. \$5,000 for City eligible expenses due to COVID-19,
2. \$42,500 to fund a small business grant assistance program, and
3. \$2,500 to fund agreement with Sierra Business Council to manage small business grant assistance program.

**Attachments:**

1. City of Colfax - Certification for Receipt of Funds pursuant to paragraphs (2) or (3) of subdivision (d) of Control Section 11.90 of the Budget Act of 2020
2. 13 CFR 120.110 – What businesses are ineligible for SBA business loans
3. Resolution \_\_-2020

**Attachment 1**CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF  
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

I, Wes Heathcock, am the chief executive or authorized designee of the City of Colfax, and I certify that:

1. I have the authority on behalf of the City of Colfax to request payment from the State of California ('State') pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
2. I understand the State will rely on this certification as a material representation in making a direct payment to the City of Colfax.
3. The City of Colfax's proposed uses of the funds provided as direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that:
  - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the City of Colfax.
  - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. The City of Colfax agrees to do all of the following as a condition of receipt of funds:
  - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
  - b. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
  - c. Report on expenditures and summarize regional collaboration and non-duplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.
  - d. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

**Attachment 1**

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF  
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

By: Wes Heathcock

Signature: 

Title: City Manager

Date: July 10, 2020

The completed certification must be submitted by email to:

[CRFApplications@dof.ca.gov](mailto:CRFApplications@dof.ca.gov)

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time may be disallowed. The subject line of the email shall only contain the name of the local government entity (i.e. City of xxx or County of xxx).

## Attachment 2

### 13 CFR § 120.110 - What businesses are ineligible for SBA business loans?

CFR

#### **§ 120.110 What businesses are ineligible for SBA business loans?**

The following types of businesses are ineligible:

- (a)** Non-profit businesses (for-profit subsidiaries are eligible);
- (b)** Financial businesses primarily engaged in the business of lending, such as banks, finance companies, and factors (pawn shops, although engaged in lending, may qualify in some circumstances);
- (c)** Passive businesses owned by developers and landlords that do not actively use or occupy the assets acquired or improved with the loan proceeds (except Eligible Passive Companies under § 120.111);
- (d)** Life insurance companies;
- (e)** Businesses located in a foreign country (businesses in the U.S. owned by aliens may qualify);
- (f)** Pyramid sale distribution plans;
- (g)** Businesses deriving more than one-third of gross annual revenue from legal gambling activities;
- (h)** Businesses engaged in any illegal activity;
- (i)** Private clubs and businesses which limit the number of memberships for reasons other than capacity;
- (j)** Government-owned entities (except for businesses owned or controlled by a Native American tribe);
- (k)** Businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting;
- (l)** [Reserved]
- (m)** Loan packagers earning more than one third of their gross annual revenue from packaging SBA loans;

**(n)** Businesses with an Associate who is incarcerated, on probation, on parole, or has been indicted for a felony or a crime of moral turpitude;

**(o)** Businesses in which the Lender or CDC, or any of its Associates owns an equity interest;

**(p)** Businesses which:

**(1)** Present live performances of a prurient sexual nature; or

**(2)** Derive directly or indirectly more than *de minimis* gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;

**(q)** Unless waived by SBA for good cause, businesses that have previously defaulted on a Federal loan or Federally assisted financing, resulting in the Federal government or any of its agencies or Departments sustaining a loss in any of its programs, and businesses owned or controlled by an applicant or any of its Associates which previously owned, operated, or controlled a business which defaulted on a Federal loan (or guaranteed a loan which was defaulted) and caused the Federal government or any of its agencies or Departments to sustain a loss in any of its programs. For purposes of this section, a compromise agreement shall also be considered a loss;

**(r)** Businesses primarily engaged in political or lobbying activities; and

**(s)** Speculative businesses (such as oil wildcatting).

[61 FR 3235, Jan. 31, 1996, as amended at 82 FR 39502, Aug. 21, 2017]

## CFR Toolbox

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# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE ALLOCATION OF FEDERAL CARES FUNDING TO THE CITY FOR: 1) \$5,000 FOR CITY ELIGIBLE EXPENSES DUE TO COVID-19, 2) \$42,500 TO FUND A SMALL BUSINESS GRANT ASSISTANCE PROGRAM, AND 3) \$2,500 TO FUND AGREEMENT WITH SIERRA BUSINESS COUNCIL TO MANAGE SMALL BUSINESS GRANT ASSISTANCE PROGRAM.

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**WHEREAS**, the federal CARES Act was signed into law on March 27, 2020; and,

**WHEREAS**, one aspect of the CARES Act established the Coronavirus Relief Fund (CRF) to be used to reimburse states, territories, tribal and local governments for specified Coronavirus/Covid-19 related expenses; and,

**WHEREAS**, the City of Colfax is eligible for \$50,000 allocation of CRF funding through the State of California Department of Finance; and,

**WHEREAS**, the City submitted Certification for receipt of funds on July 10, 2020; and,

**WHEREAS**, City staff has estimated approximately \$5,000 in Covid-19 related expenses, consistent with the eligible expenses outlined by the U.S. Treasury, which administers the program; and,

**WHEREAS**, beyond City expenses, staff is recommending a small business grant assistance program to assist City of Colfax small businesses with their Covid-19 related needs; and,

**WHEREAS**, City staff has been working with the Sierra Business Council (SBC) to design a program for our City.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, hereby authorizes the allocation of federal CARES funding to the City for: 1) \$5,000 for City eligible expenses due to COVID-19, 2) \$42,500 to fund a small business grant assistance program, and 3) \$2,500 to fund agreement with Sierra Business Council to manage small business grant assistance program.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 9<sup>th</sup> of September, 2020 by the following vote of the Council:

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

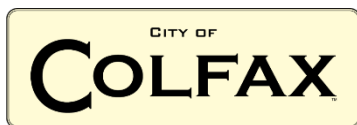
**ATTEST:**

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**Jaclyn Collier, City Clerk**

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**Marnie Mendoza, Mayor**



# Staff Report to City Council

## FOR THE SEPTEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** No Smoking Ordinance

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Discuss and provide staff with direction.

### Summary/Background

At the August 26<sup>th</sup> Regular City Council meeting, Council directed staff place the discussion of adopting a no smoking ordinance for Downtown Colfax on the next agenda. Council has the following option:

1. Agree to pursue the No Smoking Ordinance:
  - a. Set-up a two member council committee
  - b. Set-up a full council workshop
  - c. Ask staff to draft a no smoking ordinance and bring the draft to a regular meeting.
2. Reject pursuing the No Smoking Ordinance
3. Provide other direction

### Fiscal Impacts

N/A

### Attachments:

N/A