

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

## REGULAR MEETING AGENDA

August 25, 2021

Regular Session: 6:00PM

**This meeting will be held at Colfax City Hall, 33 South Main Street, along with an option to join via zoom if preferred:**

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/88581770662>

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

885 8177 0662

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

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

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

**1 CLOSED SESSION (No Closed Session)**

**2 OPEN SESSION**

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

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **Approval of Agenda Order**

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

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

**3 AGENCY REPORTS**

3A. **Placer County Sheriff**

3B. **Placer County Fire Department**

3C. **CHP**

3D. **Colfax Chamber of Commerce**

**4 PRESENTATION (No Presentations)**

**5 PUBLIC HEARING (No public hearings)**



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

**August 25, 2021**

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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** (pages 4-7)

**Recommendation:** By Motion, approve the Colfax City Council minutes of 7/28/2021.

**6B. Cash Summary - July 2021** (pages 8-19)

**Recommendation:** Accept and File.

**6C. Proposition 68 Grant Application** (pages 20-78)

**Recommendation:** Adopt Resolution \_\_\_-2021 approving the application for Proposition 68 Per Capita Grant funds.

**6D. South Auburn Roundabout Monument Sign** (pages 79-105)

**Recommendation:** Adopt Resolution \_\_\_-2021 authorizing the City Manager to execute a Construction Services Agreement with Solace Graphics and Simpson & Simpson Inc. to install a lighted City of Colfax sign and hardscaping at the South Auburn Roundabout, in an amount not to exceed \$76,577.00.

\*\*\* end of consent calendar \*\*\*

## **7 PUBLIC COMMENT**

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

## **8 COUNCIL AND STAFF**

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

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

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

## **9 COUNCIL BUSINESS**

**9A. River Fire Emergency Lodging Reimbursement Funding Program** (pages 106-107)

**Presentation:** Wes Heathcock, City Manager

**Recommendation:** Approve Resolution\_\_\_-2021 authorizing the City Manager to administer the River Fire Emergency Lodging Reimbursement Funding program in an amount not to exceed \$10,000.



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

*Amy M. Lind*

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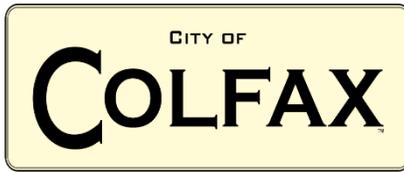
Amy Lind, Interim City Clerk

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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 Colfax City Council  
Wednesday, July 28, 2021  
City Hall Council Chambers  
33 S. Main Street, Colfax CA

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## 1 CLOSED SESSION (No Closed Session)

## 2 OPEN SESSION

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

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

### **2B. Pledge of Allegiance**

Councilmember Fatula led the Pledge of Allegiance

### **2C. Roll Call**

Present: Ackerman, Fatula, Burruss, Lomen

Absent: Mendoza

### **2D. Approval of Agenda Order**

By motion, accept the agenda as presented.

MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Fatula and unanimously approved by voice.

## 3 AGENCY REPORTS

- 3A. Placer County Sheriff Office, Sgt Kevin Griffiths reported on activity in July, National Night Out (NNO), activity at Rollins Lake, a CHP motorcycle incident, and community events.
- 3B. CHP Officer Chris Nave spoke about brake/truck fires in area, NNO, and school traffic.
- 3C. Placer County Fire Department Chief Estes reported on the transition of service with the City of Colfax, area activity, Governor/ FEMA visit and provided an Incident Action Plan to Council.
- 3D. Tim Ryan, Colfax Chamber of Commerce, reported on recent and upcoming activities and asked to be added to Agency Reports going forward.
- 3E. Andrea Harrison, Colfax Green Machine reported on the 3<sup>rd</sup> of July event and thanked everyone involved. She also spoke about a new "Colfax Youth Open Gym" program.
- 3F. Fred Abbotts, reported on Railroad Days, to take place on the 18<sup>th</sup> and 19<sup>th</sup> of September.

## 4 PRESENTATION (none)

## 5 PUBLIC HEARING

### **5A. 2021-2029 Housing Element**

Planning Director Emmanuel Ursu presented this item and provided background.

Jennifer Gastelum, Placeworks Consultant, presented the 2021-2029 Housing Element Update.

Public Comment: A member of the public asked a question about ADU's but did not identify himself and a public comment was received from Travis Berry (Facebook).

Councilmember Fatula asked questions to Ms. Gastelum regarding the Housing Element Update. He asked for a change to "female single head of household" reference to a more general "head of household" reference, and further define "bi-annual" reference for training with landlords and property owners. He also clarified other references and definitions in the Plan.

Council member comments followed.

A Public Hearing was held; and by Resolution 38-2021 an addendum was adopted to the General Plan Environmental Impact Report and the 2021-2029 Housing Element Update (as revised) was adopted of the General Plan and staff was authorized to submit the Housing Element to CA Dept of Housing and Community Development for certification.

MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Ackerman and approved by the following vote:

**AYES:** Ackerman, Fatula, Burruss, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:** Mendoza

## **6 CONSENT CALENDAR**

6A. **Minutes**

**Recommendation:** By Motion, approve the Colfax City Council minutes of 6/23/2021 and 7/14/2021.

6B. **Cash Summary - June 2021**

**Recommendation:** Accept and File.

6C. **Quarterly Investment Report – Quarter ended 06/30/2021**

**Recommendation:** Accept and File.

6D. **FY2021-2022 Personnel Handbook and Compensation Updates**

**Recommendation:** Information Only.

6E. **Caltrans Sustainable Communities Grant – Agreement Authority**

**Recommendation:** By Resolution 39-2021 authorize the City Manager to execute all restricted grant agreements and any amendments with the California Department of Transportation for the City of Colfax Complete Street Plan.

By MOTION, approve the consent calendar.

MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Ackerman and approved by the following vote:

**AYES:** Ackerman, Fatula, Burruss, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:** Mendoza

## **7 PUBLIC COMMENT**

Tim Dion representing “local businesses”, spoke about state grants available when adult-use cannabis is allowed in a jurisdiction. Mayor Pro Tem Burruss addressed this issue.

## **8 COUNCIL AND STAFF**

8A. Mayor Lomen reported on Placer Sierra Fire Safe Council activities. He spoke about the importance of Firewise Communities. He also spoke about cooling centers available during the heat wave expected this week and 211 as a resource.

8B. City Manager Heathcock spoke about micro-grids with PG&E.

## **9 COUNCIL BUSINESS**

### **9A. Homelessness Ad hoc Committee**

City Manager Wes Heathcock presented this item.

No public comment.

By MOTION, appoint Councilmember Mendoza and Mayor Pro Tem Burruss to the Homelessness Ad hoc Committee to represent Colfax on the Placer County Homelessness Regional Workshop Group.

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

**AYES:** Ackerman, Fatula, Lomen

**NOES:**

**ABSTAIN:** Burruss

**ABSENT:** Mendoza

## **9 GOOD OF THE ORDER**

Councilmember Fatula spoke about state unemployment insurance ending soon.

City Manager Heathcock spoke about the city’s subsistence program and encouraged residents to apply. Mayor Pro Tem Burruss suggested other outreach possibilities.

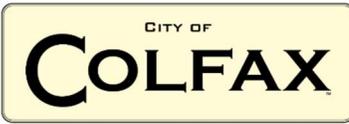
**10 ADJOURNMENT**

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 7:41 PM.

Respectfully submitted to City Council this 25<sup>th</sup> of August 2021.

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Amy Lind, Interim City Clerk



# Staff Report to City Council

## FOR THE AUGUST 25, 2021 REGULAR CITY COUNCIL MEETING

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

*Budget Impact Overview:*

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

### Summary/Background

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

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

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

- July revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of May 2021 (two month lag).
  - Receipt of ARPA (American Rescue Plan Act) restricted funding in the amount of \$239,460. This is the first of two allotments and 50% of the total funding allocated to the City of Colfax. The second allotment is anticipated in July 2022.
- July expenditures included:
  - Annual premiums for liability insurance and quarterly workers compensation premiums in the total amount of \$139,000
- Negative cash fund balances at the end of July are due to timing of funding allocations and reimbursements:
  - Fund 203 – Cares Act Funding CDBG. This is a reimbursable grant – funding is for City Subsistence Assistance program. Expenses are related to administration of program – no grant disbursements have been made yet. First request for reimbursement is anticipated to be submitted at end of current quarter.
  - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding is requested usually in August and funded throughout the fiscal year.

- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was anticipated in September but has been delayed into 2022 and was last predicted to be awarded before end of current quarter (September 30). CDBG approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First request for reimbursement was submitted in April 2021 and is still pending payment.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections – allocation of funds will be made at design project completion. Future repair work estimated at \$220K.
- Fund 374 – Roundabout Monument – this project will be funded with Road Mitigation fees at project completion.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is anticipated to be funded by insurance.
- Fund 585 – Lift Station #5 Force Main Repairs. This project will be funded at completion by Sewer Connection fees or ARPA funding.
- Anticipated revenues/expenditures for July include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of May 2021 (two-month lag).
  - Expenditures
    - No expenditures outside normal operating expenses forecasted.

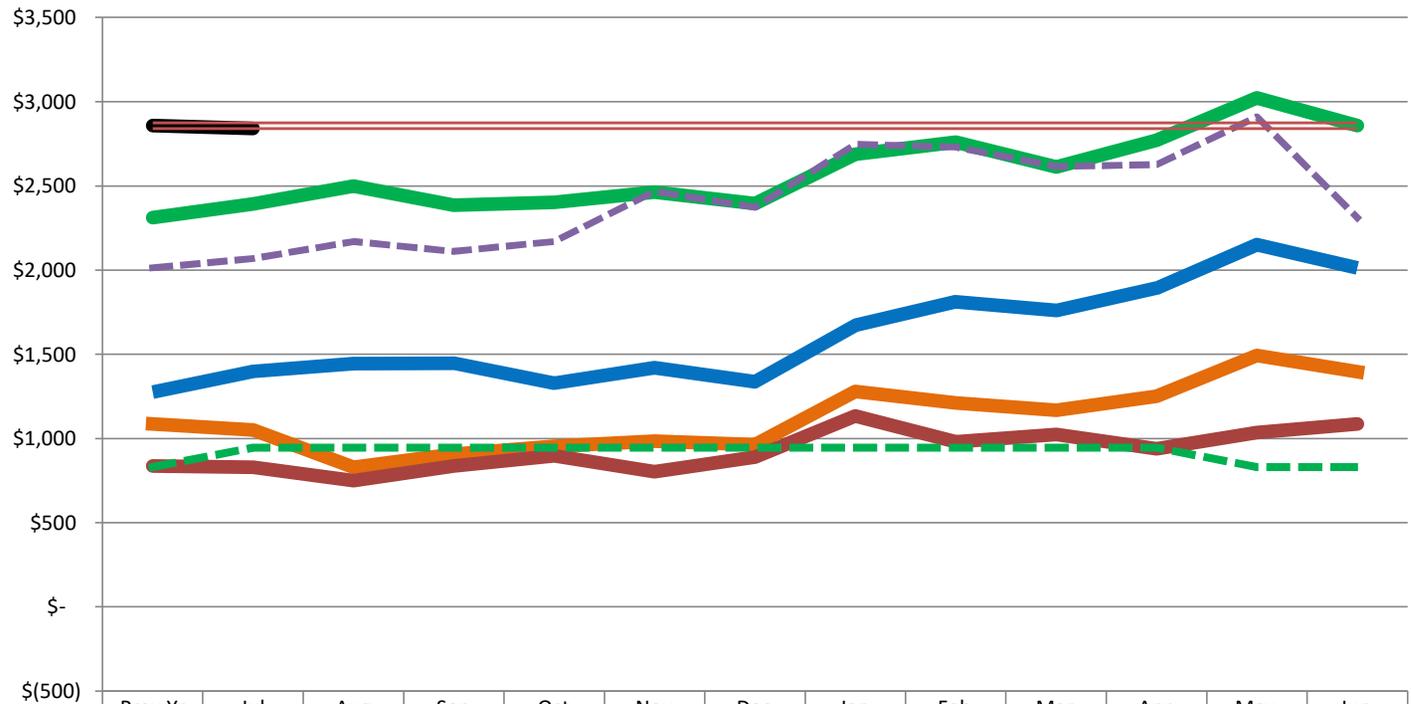
**Attachments:**

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

## City of Colfax - July 2021 General Fund Reserved Cash Analysis

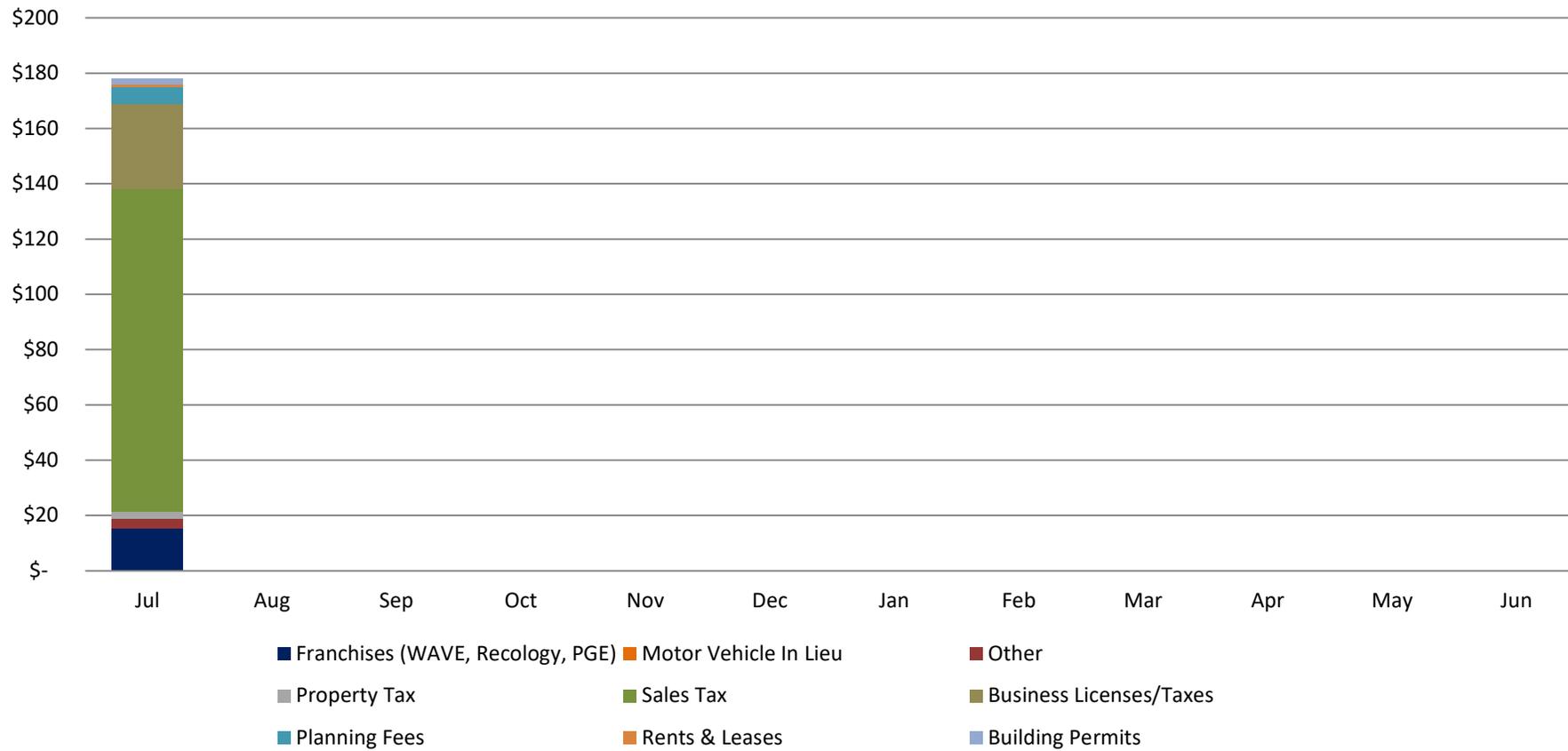
(Dollars in Thousands)

Fiscal Year 2021-22 >>

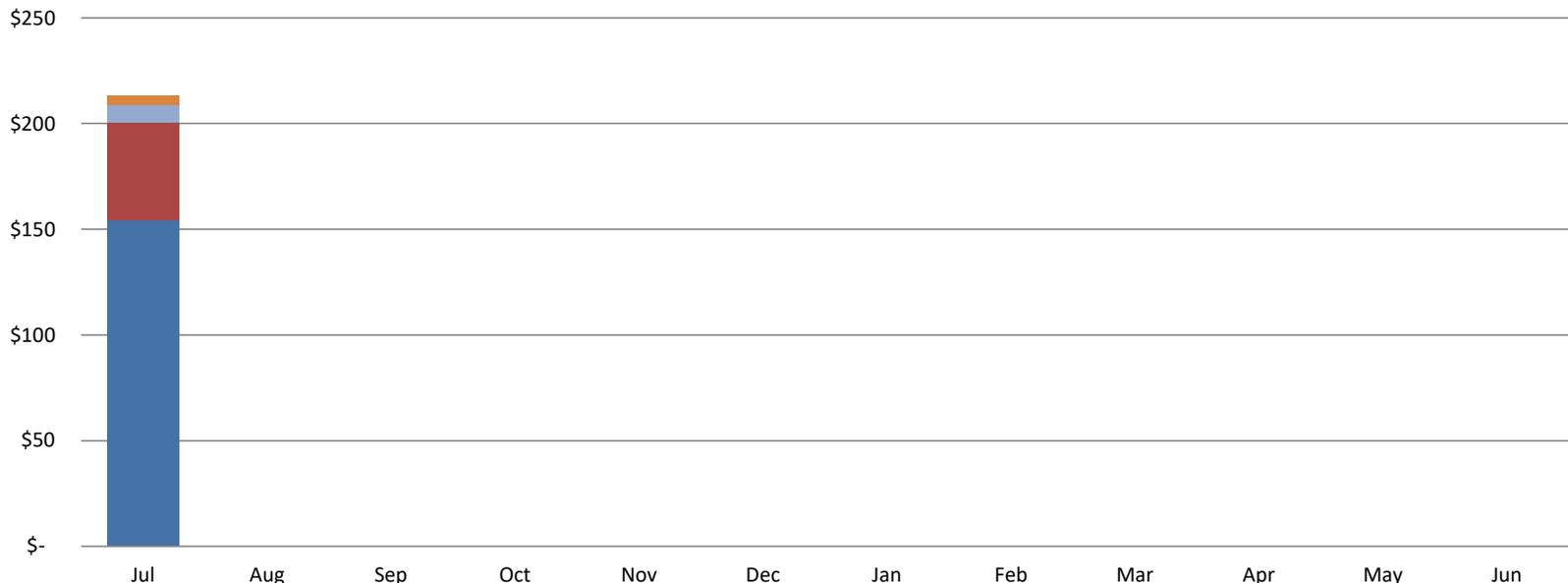


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
● Cash Balance FY2021-22	\$2,857	\$2,840											
■ Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
■ Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
■ Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
■ Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
■ Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
■ *Reserves (Ops, Cap, Pen)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$830	\$830
■ Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857

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



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



- General Expenses
- Insurance Deposit to SCORE Risk Pool
- Legal Expenses
- Sheriff/Fire
- Audit, Grants, HR Consult
- Annual Memberships/Fees
- Animal Control Contract
- Economic Develop

City of Colfax  
Cash Summary  
July 31, 2021

	Balance 06/30/2021	Revenues In	Expenses Out	Transfers	Balance 07/31/21
US Bank	\$ 32,159.23	\$ 700,270.50	\$ (551,252.91)	\$ -	\$ 181,176.82
LAIF	\$ 7,907,399.67	\$ 6,094.91		\$ -	\$ 7,913,494.58
Total Cash - General Ledger	\$ 7,939,558.90	\$ 706,365.41	\$ (551,252.91)	\$ -	\$ 8,094,671.40
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 7,939,858.90	\$ 706,365.41	\$ (551,252.91)	\$ -	\$ 8,094,971.40

Change in Cash Account Balance - Total \$ 155,112.50

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
  - 2. Check Register Report (Accounts Payable) \$ (399,247.49)
  - 3. Cash Receipts - Daily Cash Summary Report \$ 472,154.60
    - Payroll Checks and Tax Deposits \$ (63,970.17)
    - Utility Billings - Receipts \$ 140,080.65
    - Check - Voided \$ -
    - LAIF Interest Quarterly \$ 6,094.91
- \$ 155,112.50 \$ -

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

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

**City of Colfax**  
**Cash Transactions Report - July 2021**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,770,721.70	\$ 184,147.37	\$ (213,627.29)	\$ 2,741,241.78
Fund: 120 - Land Development Fees	\$ 95,854.82	\$ 5,006.73	\$ (5,412.33)	\$ 95,449.22
Fund: 200 - Cannabis Application	\$ (9,344.64)	\$ 12,987.63	\$ (51.13)	\$ 3,591.86
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,857,231.88</b>	<b>\$ 202,141.73</b>	<b>\$ (219,090.75)</b>	<b>\$ 2,840,282.86</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 777,142.67	\$ 21,664.17	\$ (11,827.57)	\$ 786,979.27
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 804,896.93</b>	<b>\$ 21,664.17</b>	<b>\$ (11,827.57)</b>	<b>\$ 814,733.53</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 202 - ARPA American Rescue Plan Act	\$ -	\$ 239,460.00	\$ -	\$ 239,460.00
Fund: 203 - CARES Act Funding - CDBG	\$ (750.00)	\$ -	\$ (3,500.00)	\$ (4,250.00)
Fund: 210 - Mitigation Fees - Roads	\$ 256,959.20	\$ 198.47	\$ -	\$ 257,157.67
Fund: 211 - Mitigation Fees - Drainage	\$ 5,383.60	\$ 4.13	\$ -	\$ 5,387.73
Fund: 212 - Mitigation Fees - Trails	\$ 74,232.55	\$ 56.87	\$ -	\$ 74,289.42
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 188,702.85	\$ 142.32	\$ -	\$ 188,845.17
Fund: 214 - Mitigation Fees - City Bldgs	\$ 74,089.44	\$ 57.10	\$ -	\$ 74,146.54
Fund: 215 - Mitigation Fees - Vehicles	\$ 16,018.93	\$ 12.36	\$ -	\$ 16,031.29
Fund: 217 - Mitigation Fees - DT Parking	\$ 51,429.85	\$ 39.56	\$ -	\$ 51,469.41
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ 2,001.56	\$ -	\$ 2,001.56
Fund: 250 - Streets - Roads/Transportation	\$ -	\$ -	\$ (25,280.73)	\$ (25,280.73)
Fund: 253 - Gas Taxes	\$ -	\$ 6,636.97	\$ (1,254.45)	\$ 5,382.52
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 118,605.01	\$ 3,978.77	\$ -	\$ 122,583.78
Fund: 270 - Beverage Container Recycling	\$ 19,063.68	\$ 14.83	\$ -	\$ 19,078.51
Fund: 280 - Oil Recycling	\$ 3,758.90	\$ 2.93	\$ -	\$ 3,761.83
Fund: 292 - Fire Department Capital Funds	\$ 93,085.20	\$ 72.41	\$ -	\$ 93,157.61
Fund: 342 - Fire Construction - Mitigation	\$ 75,485.18	\$ 58.03	\$ -	\$ 75,543.21
Fund: 343 - Recreation Construction	\$ 75,485.65	\$ 58.03	\$ -	\$ 75,543.68
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>	<b>\$ 1,051,550.04</b>	<b>\$ 252,794.34</b>	<b>\$ (30,035.18)</b>	<b>\$ 1,274,309.20</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - FY2021 ADA Project	\$ -	\$ -	\$ -	\$ -
Fund: 367 - SB2 - Planning Grant	\$ (81,968.88)	\$ -	\$ (2,502.80)	\$ (84,471.68)
Fund: 358 - CDBG Pavement	\$ (92,644.64)	\$ -	\$ -	\$ (92,644.64)
Fund: 374 - Roundabout Monument	\$ (2,890.00)	\$ -	\$ -	\$ (2,890.00)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (177,503.52)</b>	<b>\$ -</b>	<b>\$ (2,502.80)</b>	<b>\$ (180,006.32)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,200,336.79	\$ 146,113.47	\$ (202,587.79)	\$ 1,143,862.47
Fund: 561 - Sewer Liftstations	\$ 269,422.98	\$ 21,582.91	\$ (78,725.69)	\$ 212,280.20
Fund: 563 - Wastewater Treatment Plant	\$ 1,331,784.70	\$ 61,684.90	\$ (1,011.63)	\$ 1,392,457.97
Fund: 564 - Sewer Connections	\$ 351,118.45	\$ -	\$ -	\$ 351,118.45
Fund: 573 - WWTP Planning Grant	\$ (0.00)	\$ -	\$ -	\$ (0.00)
Fund: 574 - OES PSPS Grant	\$ 292,459.74	\$ 230.05	\$ -	\$ 292,689.79
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (8,906.61)	\$ -	\$ (1,612.00)	\$ (10,518.61)
Fund: 585 - LS #5 Force Main Repairs	\$ (35,294.00)	\$ -	\$ (3,859.50)	\$ (39,153.50)
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>	<b>\$ 3,400,922.05</b>	<b>\$ 229,611.33</b>	<b>\$ (287,796.61)</b>	<b>\$ 3,342,736.77</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,461.52	\$ 153.84	\$ -	\$ 2,615.36
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 2,461.52</b>	<b>\$ 153.84</b>	<b>\$ -</b>	<b>\$ 2,615.36</b>
<b>Grand Totals:</b>	<b>\$ 7,939,558.90</b>	<b>\$ 706,365.41</b>	<b>\$ (551,252.91)</b>	<b>\$ 8,094,671.40</b>

Check Register Report

Item 6B

Checks - July 2021

Date: 08/02/2021

Time: 4:04 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
57131	07/01/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV GRANT AGREEMENT	500.00
57132	07/01/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV 2/3 GEN ADMIN	4,187.50
57133	07/01/21	Printed			01413	ALLIANT INSURANCE SERVICES,	MOBILE VEHICLE POLICY 21/22	1,020.00
57134	07/01/21	Printed			01413	ALLIANT INSURANCE SERVICES,	ACIP CRIME RENEWAL 21/22	1,047.00
57135	07/01/21	Printed			01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	12.86
57136	07/01/21	Printed			01448	AMERIGAS - COLFAX	CITY HALL PROPANE	30.90
57137	07/01/21	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	22.01
57138	07/01/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP CSR THRU 6/20/21	499.80
57139	07/01/21	Printed			03121	CALIFORNIA BUILDING	Q2 2021 GREEN FEES	143.10
57140	07/01/21	Printed			07591	COLFAX GREEN MACHINE	3RD OF JULY EVENT DONATION	1,000.00
57141	07/01/21	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE JULY 2021	420.76
57142	07/01/21	Printed			04250	DEPARTMENT OF CONSERVATION	Q2 2021 SMIP FEES	430.93
57143	07/01/21	Printed			04532	DIVISION OF STATE ARCHITECT	Q2 2021 SB1186 FEES	108.00
57144	07/01/21	Printed			05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	3,925.67
57145	07/01/21	Printed			08086	HBE RENTALS	STREET RPR TOOL RENTAL	79.80
57146	07/01/21	Printed			08170	HILLS FLAT LUMBER CO	SUPPLIES	367.08
57147	07/01/21	Printed			08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT SVCS Q4 2020	811.83
57148	07/01/21	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 6/21/21	511.06
57149	07/01/21	Printed			12209	LIEBERT CASSIDY WHITMORE	CONSORTIUM MEMBERSHIP 21/22	2,140.00
57150	07/01/21	Printed			12210	LIFE-ASSIST, INC.	FIRE DEPT SUPPLIES	109.37
57151	07/01/21	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	150.15
57152	07/01/21	Printed			14356	NORTHERN CALIFORNIA GLOVE	WWTP GLOVES	90.09
57153	07/01/21	Printed			16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JUNE 2021	10,654.28
57154	07/01/21	Printed			16040A	PITNEY BOWES	POSTAGE MACH SUPPLIES	182.30
57155	07/01/21	Printed			18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT CONSULT	5,000.00
57156	07/01/21	Printed			18499	RIVERSIDE COUNTY DEPT.	SWANA LEGISLATIVE TASK FORCE	750.00
57157	07/01/21	Printed			19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY	157.86
57158	07/01/21	Printed			19743	WILL STOCKWIN	JULY 2021 COLFAX CONN EDITING	300.00
57159	07/01/21	Printed			21109	UNDER LOCK & KEY	LYONS PARK RESTROOM LOCKUPGRAD	4,830.52
57160	07/01/21	Printed			21560	US BANK CORPORATE PMT SYSTEM	STMT 6/22/21	956.47
57161	07/01/21	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
57162	07/06/21	Printed			03141	CALPERS	HEALTH PREMIUMS JULY 2021	6,653.41
57163	07/12/21	Printed			03141	CALPERS	UNFUNDED LIABILITY 2021	2,963.00
57164	07/12/21	Printed			03141	CALPERS	UNFUNDED LIABILITY 2021	9,748.00
57165	07/12/21	Printed			01414	ALHAMBRA & SIERRA SPRINGS	WATER	157.87
57166	07/12/21	Printed			01766	AT&T MOBILITY	CITY CELL PHONES	721.71
57167	07/12/21	Printed			2084	BATCHELDER GROUP	LABOR NEGOTIATOR JUNE 2021	1,925.00
57168	07/12/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 6/27/21	666.40
57169	07/12/21	Printed			3425	CINTAS	UNIFORM/SUPPLY SVCS JUNE 2021	397.85
57170	07/12/21	Printed			03562	COMMERCIAL PUMP SERVICE, INC	LS 5 PUMP RPLCMNT	39,864.20
57171	07/12/21	Printed			3129	CPS HR CONSULTING	PWD RECRUITMENT	5,877.23
57172	07/12/21	Printed			14859	GHD INC.	ENG SVCS JUNE 2021	15,564.00
57173	07/12/21	Printed			07460	GOLD COUNTRY MEDIA	FIRE ORDINANCE PH NOTICE	136.54
57174	07/12/21	Printed			07570	GRAINGER	WWTP SUPPLIES	159.64

Check Register Report

Item 6B

Checks - July 2021

Date: 08/02/2021

Time: 4:04 pm

CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
57175	07/12/21	Printed			08660	HUNT AND SONS, INC.	FUEL	641.60
57176	07/12/21	Printed			12101	LAFCO	LAFCO FEES FY 21/22	982.61
57177	07/12/21	Printed			16202	PLACER COUNTY OES FISCAL UNIT	FIRE MARSHALL SVCS Q4 FY 20/21	7,161.20
57178	07/12/21	Printed			18400	RIEBES AUTO PARTS	SUPPLIES	4.28
57179	07/12/21	Printed			18900	SACRAMENTO AREA COUNCIL OF	ANNUAL MEMBER SHIP	745.00
57180	07/12/21	Printed			01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	112.53
57181	07/12/21	Printed			19650	STATE BOARD OF EQUALIZATION	Q2 2021 SELF ASS SALES TAX	1.00
57182	07/12/21	Printed			21131	UNION PACIFIC RAILROAD COMPANY	LAND LEASE 7/21-7/22	250.00
57183	07/12/21	Printed			21500	USA BLUE BOOK, INC	LAB/LS SUPPLIES	439.67
57184	07/12/21	Printed			22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JUNE 2021	8,011.25
57185	07/12/21	Printed			22134	VISION QUEST	TECH SUPPORT/SUPPLIES	137.78
57186	07/12/21	Printed			22134	VISION QUEST	TECH SUPPORT JULY 2021	110.50
57187	07/12/21	Printed			22134	VISION QUEST	TECH SUPPORT AUG 2021	1,806.50
57188	07/12/21	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	304.66
57189	07/12/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	226.96
57190	07/12/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	214.80
57191	07/12/21	Printed			23218	WENDEL ROSEN	LEGAL MATTER JUNE 2021	340.00
57192	07/12/21	Printed			23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUNE 2021	769.47
57193	07/22/21	Printed			1161	49ER WATER SERVICES	JUNE 2021 WWTP TESTING	7,529.00
57194	07/22/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV 1 ADMIN	3,000.00
57195	07/22/21	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT	14.19
57196	07/22/21	Printed			01650	AQUA SIERRA CONTROLS INC.	LS 2 RPLC HMI	4,046.99
57197	07/22/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 7/4/21	499.80
57198	07/22/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 7/11/21	499.80
57199	07/22/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 7/4/21	166.60
57200	07/22/21	Printed			03401	CHOICE BUILDER	AUG 2021 PREMIUMS	576.54
57201	07/22/21	Printed			03493	COASTLAND CIVIL ENGINEERING	ENG SVCS JUNE 2021	1,705.00
57202	07/22/21	Printed			3555	COLFAX RAILROAD DAYS	RR DAYS EVENT DONATION	1,000.00
57203	07/22/21	Printed			03650	CRANMER ENGINEERING, INC.	LANDFILL MONITORING REPORTING	1,056.50
57204	07/22/21	Printed			04592	DACOMM	WWTP INTERNET	99.95
57205	07/22/21	Printed			07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
57206	07/22/21	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS JUNE 2021	232.00
57207	07/22/21	Printed			16300	PCWA -PLACER COUNTY	WATER	2,943.86
57208	07/22/21	Printed			16035	PG&E	ELECTRICITY	20,557.15
57209	07/22/21	Printed			16140	PLACER COUNTY AIR POLLUTION	LS 5 EMER GEN PERMIT FEE	2,229.80
57210	07/22/21	Printed			16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL TESTING Q4 FY 20/21	895.50
57211	07/22/21	Printed			16161	PLACER COUNTY EXECUTIVE OFFICE	Q2 2021 CAP FAC IMPACT FEES	42,794.80
57212	07/22/21	Printed			16052	PLACEWORKS	GEN PLAN/HOUSING ELEM JUNE	1,417.80
57213	07/22/21	Printed			16040	PURCHASE POWER	POSTAGE REFILL	503.50
57214	07/22/21	Printed			19037	SAFE SIDE SECURITY	CORP YARD SECURITY JULY	155.00
57215	07/22/21	Printed			19070	SCORE - SMALL CITIES ORGANIZED	LIAB 21/22 & WC Q1 21/22	139,017.00
57216	07/22/21	Printed			20092	THUMBLER	PUBLIC OUTREACH CONSULTANT	518.50
57217	07/22/21	Printed			23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
57218	07/22/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
57219	07/22/21	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
57220	07/19/21	Printed			2087	BASIC PACIFIC	FSA BENEFIT PYMT	72.00

Check Register Report

Item 6B

Checks - July 2021

Date: 08/02/2021

Time: 4:04 pm

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
57221	07/28/21	Printed			01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	12.86
57222	07/28/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 7/18/21	666.40
57223	07/28/21	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	205.96
57224	07/28/21	Printed			07465	GOLD MINER PEST CONTROL	FIRE STATION 37 PEST CONTROL	74.00
57225	07/28/21	Printed			07465	GOLD MINER PEST CONTROL	CORP YARD PEST CONTROL	100.00
57226	07/28/21	Printed			07570	GRAINGER	WWTP SUPPLIES	61.73
57227	07/28/21	Printed			07570	GRAINGER	WWTP SUPPLIES	126.32
57228	07/28/21	Printed			07570	GRAINGER	WWTP SUPPLIES	11.49
57229	07/28/21	Printed			08070	HANSEN BROS. ENTERPRISES	IRRIGATION SUPPLY	2.45
57230	07/28/21	Printed			08086	HBE RENTALS	VEGETATION TOOL RENTAL	175.00
57231	07/28/21	Printed			08170	HILLS FLAT LUMBER CO	STMT 7/25/21	218.43
57232	07/28/21	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 7/21/21	55.68
57233	07/28/21	Printed			08660	HUNT AND SONS, INC.	PW/WWTP FUEL	771.78
57234	07/28/21	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JUNE 2021	2,285.00
57235	07/28/21	Printed			12209	LIEBERT CASSIDY WHITMORE	HR LEGAL ASSIST JUNE 2021	1,461.50
57236	07/28/21	Printed			12209	LIEBERT CASSIDY WHITMORE	HR LEGAL ASSIST JUNE 2021	24.50
57237	07/28/21	Printed			12209	LIEBERT CASSIDY WHITMORE	HR LEGAL ASSIST JUNE 2021	342.00
57238	07/28/21	Printed			18295	RETAIL STRATEGIES	ECONOMIC DEV CONSULTANTS	5,000.00
57239	07/28/21	Printed			21452	URSU, EMMANUEL	PLANNING SVCS JUNE 2021	7,805.00
57240	07/28/21	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	390.28
57241	07/29/21	Printed			2087	BASIC PACIFIC	FSA PLAN FEE JULY 2021	45.00

**Total Checks: 111** **Checks Total (excluding void checks): 399,247.49**

**Total Payments: 111** **Bank Total (excluding void checks): 399,247.49**

**Total Payments: 111** **Grand Total (excluding void checks): 399,247.49**

**DAILY CASH SUMMARY REPORT**

Item 6B

07/01/2021 - 07/31/2021

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8/18/2021  
8:27 am

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>				
07/02/2021	Daily Totals	237.00	0.00	237.00
07/06/2021	Daily Totals	10,867.40	0.00	10,867.40
07/07/2021	Daily Totals	531.23	0.00	531.23
07/09/2021	Daily Totals	3,066.70	0.00	3,066.70
07/12/2021	Daily Totals	1,430.86	0.00	1,430.86
07/14/2021	Daily Totals	982.00	0.00	982.00
07/15/2021	Daily Totals	656.02	358.42	297.60
07/19/2021	Daily Totals	6,600.84	0.00	6,600.84
07/23/2021	Daily Totals	11,154.16	0.00	11,154.16
07/26/2021	Daily Totals	117,556.21	0.00	117,556.21
07/28/2021	Daily Totals	152.50	0.00	152.50
07/29/2021	Daily Totals	474.69	0.00	474.69
07/30/2021	Daily Totals	12,226.80	0.00	12,226.80
<b>Fund: 100 - General Fund</b>		<b>TOTALS:</b>	<b>165,936.41</b>	<b>358.42</b>
				<b>165,577.99</b>
<b>Fund: 120 - Land Development Fees</b>				
07/14/2021	Daily Totals	383.60	0.00	383.60
07/30/2021	Daily Totals	4,572.00	0.00	4,572.00
<b>Fund: 120 - Land Development Fees</b>		<b>TOTALS:</b>	<b>4,955.60</b>	<b>0.00</b>
				<b>4,955.60</b>
<b>Fund: 200 - Cannabis Application</b>				
07/19/2021	Daily Totals	8,000.00	0.00	8,000.00
07/23/2021	Daily Totals	4,936.50	0.00	4,936.50
<b>Fund: 200 - Cannabis Application</b>		<b>TOTALS:</b>	<b>12,936.50</b>	<b>0.00</b>
				<b>12,936.50</b>
<b>Fund: 202 - ARPA-American Rescue Plan Act</b>				
07/13/2021	Daily Totals	239,460.00	0.00	239,460.00
<b>Fund: 202 - ARPA-American Rescue Plan Act</b>		<b>TOTALS:</b>	<b>239,460.00</b>	<b>0.00</b>
				<b>239,460.00</b>
<b>Fund: 244 - CDBG ME Lending/Prog Income</b>				
07/30/2021	Daily Totals	2,000.00	0.00	2,000.00

**DAILY CASH SUMMARY REPORT**

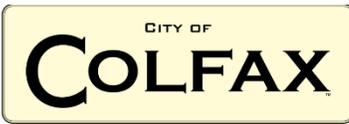
Item 6B

07/01/2021 - 07/31/2021

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8:27 am

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 244 - CDBG ME Lending/Prog Income</b>				
<b>TOTALS:</b>		<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>
<b>Fund: 253 - Gas Taxes</b>				
07/30/2021	Daily Totals	6,636.97	0.00	6,636.97
<b>TOTALS:</b>		<b>6,636.97</b>	<b>0.00</b>	<b>6,636.97</b>
<b>Fund: 258 - Road Maintenance - SB1/RSTBG</b>				
07/22/2021	Daily Totals	3,888.96	0.00	3,888.96
<b>TOTALS:</b>		<b>3,888.96</b>	<b>0.00</b>	<b>3,888.96</b>
<b>Fund: 560 - Sewer</b>				
07/07/2021	Daily Totals	250.00	0.00	250.00
<b>TOTALS:</b>		<b>250.00</b>	<b>0.00</b>	<b>250.00</b>
<b>Fund: 561 - Sewer Liftstations</b>				
07/07/2021	Daily Totals	407.00	0.00	407.00
<b>TOTALS:</b>		<b>407.00</b>	<b>0.00</b>	<b>407.00</b>
<b>Fund: 570 - Garbage Fund</b>				
07/23/2021	Daily Totals	14,377.41	0.00	14,377.41
<b>TOTALS:</b>		<b>14,377.41</b>	<b>0.00</b>	<b>14,377.41</b>
<b>Fund: 572 - Landfill Post Closure Mainten</b>				
07/23/2021	Daily Totals	21,664.17	0.00	21,664.17
<b>TOTALS:</b>		<b>21,664.17</b>	<b>0.00</b>	<b>21,664.17</b>
<b>GRAND TOTALS:</b>		<b>472,513.02</b>	<b>358.42</b>	<b>472,154.60</b>



# Staff Report to City Council

## FOR THE AUGUST 25, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Proposition 68 Grant Application

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Resolution \_\_ - 2021 approving the application for Proposition 68 Per Capita Grant funds.

### Summary/Background

Council approved the preliminary plans for the Colfax Skate Feature at the March 24, 2021 City Council meeting, which included the potential funding sources. Proposition 68 Grant was one of the funding sources identified in the March 2021 Staff Report.

The Proposition 68 Grant Per Capita is a non-competitive funding for government agencies. The amount of funding available for each jurisdiction is based on the per capita of the applying agency. The City of Colfax per capita allocation is \$177,895, which can be used for recreational infrastructure improvements. The Colfax Skate Feature is an allowable project under the Prop 68 Grant.

Staff is requesting Council approve the application for the per capita grant funds and the conditions identified in the attached resolution.

### Fiscal Impacts

N/A

### Attachments:

1. Resolution \_\_ - 2021
2. Proposition 68 Grant Procedural Guide

**City of Colfax**  
**City Council**  
 Resolution No. \_\_-2021

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**APPROVING THE APPLICATION FOR PROPOSITION 68 PER CAPITA  
 GRANT FUNDS**

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**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and,

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and,

**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s); and,

**NOW, THEREFORE, BE IT RESOLVED** that the City of Colfax City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and,
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and,
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and,
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Colfax general or recreation plan (PRC §80063(a)); and,
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and,
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and,
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the CITY OF COLFAX will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and non-profit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and,
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)); and,
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and,
- 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and,
- 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 25<sup>th</sup> day August, 2021.

I, the undersigned, hereby certify that the foregoing Resolution Number \_\_-2021 was duly adopted by the City of Colfax City Council following a roll call vote:

**Ayes:**  
**Noes:**  
**Absent:**

\_\_\_\_\_  
**Sean Lomen, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Lind, Interim City Clerk**

**Procedural Guide  
for the  
California Drought, Water, Parks, Climate, Coastal  
Protection, and Outdoor Access for All Act of 2018**

# **PER CAPITA PROGRAM**

June 2020



**State of California  
The Natural Resources Agency  
Department of Parks and Recreation  
Office of Grants and Local Services (OGALS)**

*“Creating Community through People, Parks, and Programs”*

**Send correspondence to:**

**Street Address for Overnight Mail:**

Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
1416 Ninth Street, Room 918  
Sacramento, CA 95814

**Mailing Address:**

Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 94296-0001

Phone: (916) 653-7423

[Website](http://www.parks.ca.gov/grants): <http://www.parks.ca.gov/grants>

**2018-2019 California State Budget, Chapter 29**

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION**



**Department Mission**

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

**Community Engagement Division Mission**

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

**The Office of Grants and Local Services Mission**

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

**OGALS VISION GOALS**

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

## Per Capita Program Summary

### Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

### General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

### Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

### Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts<sup>1</sup>

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

### Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at [www.parks.ca.gov/percapita](http://www.parks.ca.gov/percapita) for allocations.

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<sup>1</sup> For purposes of this chapter, “district” means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

### **Eligible Projects**

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

### **Match**

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

### **No Supplanting**

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

## Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at [www.parks.ca.gov/percapita](http://www.parks.ca.gov/percapita) for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(s) equaling the total contract amount.
  - a. The contract section, beginning on page 42, includes a sample contract.
  - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
  - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
  - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
  - b. The GRANTEE completes PROJECT SCOPE(s).
  - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
  - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

### **Authorizing Resolution**

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

**Resolution Form**

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)  
OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA  
GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
- 11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
- 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes:

Noes:

Absent:

---

(Clerk)

## **Application Packet**

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



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### Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.  
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.  
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. _____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, <i>or</i> Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. _____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. _____



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**Per Capita Project Application Form**

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE ( <input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a ( ) year lease or easement
NEAREST CROSS STREET	
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title	Email address      Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title	Email address      Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name:	
Title:	

### Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the [Per Capita match calculator](https://www.parksforcalifornia.org/percapita) at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

### Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

## Acquisition Projects

### Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).<sup>2</sup>
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

### Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

### Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

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<sup>2</sup>Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

*For easement acquisitions, in addition to the requirements above, provide:*

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

*For relocation costs, in addition to the requirements above, provide:*

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

### **Eligible Acquisition Costs**

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

### **Ineligible Acquisition Costs – Cannot be charged to the grant**

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

## **Development Projects**

### **Development Project Rules**

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

### **Eligible Development Costs**

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

#### **Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE**

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

#### **Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.**

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

### **Ineligible Development Costs – Cannot be charged to the grant**

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

#### ***Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):***

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

#### ***Examples:***

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

**Accounting Rules for In-House Employee Services**

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



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### Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

**Development project scope** (Describe the project in 30 words or less):

**Project Scope Items** -  all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

### Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- The PROJECT will be entirely funded by the GRANT, *or*
- The PROJECT requires funds in excess of the GRANT:
  - The SCOPE is the same as the scope of the larger project, *or*
  - The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$ \_\_\_\_\_ Anticipated completion date: \_\_\_\_\_

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$ _____
		\$ _____
		\$ _____

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

**GRANTEE:**

**Project Name:**

**Project Address:**

Is CEQA complete? Yes No      Is completing CEQA a PROJECT SCOPE item? Yes No

**What document was filed, or is expected to be filed for this project’s CEQA analysis:**

Date complete/expected to be completed

- Notice of Exemption (attach recorded copy if filed)
- Notice of Determination (attach recorded copy if filed)
- Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

<b>Lead Agency Contact Information</b>	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: (    )	Email:

**Certification:**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project’s construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title

**FOR OGALS USE ONLY**

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

## Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.

## Land Tenure Ownership Documentation

*If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:*

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

## Land Tenure Non-Ownership Documentation

*If the GRANTEE does not own the PROJECT site in fee simple, provide:*

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

*If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide*

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

## Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

### Land Tenure Checklist

GRANTEE:	PROJECT Name									
<input checked="" type="checkbox"/>	<b>Page</b>	<b>Required Item</b>								
<input type="checkbox"/>		<b>Type of agreement:</b> For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr style="width: 80%; margin-left: 0;"/>								
<input type="checkbox"/>		<b>Parties to the agreement</b> (land owner must be public agency or utility) <b>and date signed:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; padding: 5px;">Party</td> <td style="width: 40%; padding: 5px;">Date Signed</td> </tr> <tr> <td style="padding: 5px;"><hr/></td> <td style="padding: 5px;"><hr/></td> </tr> <tr> <td style="padding: 5px;"><hr/></td> <td style="padding: 5px;"><hr/></td> </tr> <tr> <td style="padding: 5px;"><hr/></td> <td style="padding: 5px;"><hr/></td> </tr> </table>	Party	Date Signed	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Party	Date Signed									
<hr/>	<hr/>									
<hr/>	<hr/>									
<hr/>	<hr/>									
<input type="checkbox"/>		<b>Term of the agreement:</b> _____ years								
<input type="checkbox"/>		<b>Agreement end date:</b> _____ <ul style="list-style-type: none"> <li>• Grant amounts up to \$100,000 require at least 20 years of land tenure.</li> <li>• Grant amounts above \$100,000 require at least 30 years of land tenure.</li> <li>• The land tenure requirement begins on July 1, 2018.</li> </ul>								
<input type="checkbox"/>		<b>Renewal option:</b> Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.								
<input type="checkbox"/>		<b>Termination clause:</b> Any of the following is acceptable: <ul style="list-style-type: none"> <li>• No termination clause – the agreement is non-revocable.</li> <li>• Termination clause specifies the agreement is revocable only for cause.</li> <li>• The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.</li> </ul>								
<input type="checkbox"/>		<b>Site Control, Roles and Responsibilities</b> should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> <li>• Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities.</li> <li>• Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period.</li> <li>• Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.</li> </ul>								

### Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

### Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

### Photos

Provide photos that will establish a “before” comparison for the site to be improved.

### Greenhouse Gas Emissions Reduction and Carbon Sequestration.<sup>3</sup>

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters<sup>4</sup>:
  - “Electricity emissions factor” enter 285 and select kilograms
  - “Fuel emissions factor” enter 53.1 and select kilograms
  - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
  - “Tree mortality” enter 0
4. Tree Planting Configurations
  - Enter the tree groups for the project; create a new group for each new species or for each new location.
  - Species – select the species; add multiple species by creating new groups.

<sup>3</sup> PRC §80001(b)(7)

<sup>4</sup> Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click **next**

5. Print the report in landscape mode, and submit it to OGALS.

## **Special Requirements**

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

## **Status Report**

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

**Sample Status Report – Due xx/xx/20xx (30 days from mail date)**

Grantee:  
 Project Number:  
 Project Name:  
 Project Scope:  
 Project Phase:  Pre-Construction/Pre-Acquisition  Acquisition and/or Construction  
 When will you submit your next payment request? For how much?  
 Estimated date of project completion:  
 Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

(\*Certification to above information requires a signature by a person authorized in the resolution)

### **Bond Act Sign**

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

### **Sign requirements**

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

### **Sign Language**

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Lisa Ann L. Mangat, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

### **Logo**

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

### **Sign Construction**

All materials used shall be durable and resistant to the elements and graffiti.

### **Sign Cost**

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

### **Appropriateness of Signs**

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

### **State Approval**

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

## Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

## Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
  1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
  2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
    - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
    - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
  - Unsigned and undated Deed Restriction
  - Exhibit A (Legal Description of Property)
  - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: [Project Officer]

### DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

---

Business Name (if property is owned by a business):

---

Additional signature, if required Date

---

Print Name and Title

## Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

### Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
  - breach of any other contract with OGALS
  - an unresolved audit exception
  - an outstanding conversion
  - park sites closed or inadequately maintained
  - overdue Project Status Reports
  - other unmet grant requirements

**Payment Request Form Instructions**

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
  1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
  2. Contract Number - As shown in Certification of Funding section of the contract
  3. APPLICANT - GRANTEE name as shown on the contract
  4. PROJECT Title - Name of the PROJECT as shown in the Application
  5. Type of Payment – check appropriate box on form
  6. Payment Information – always round to the nearest dollar.
  7. Send Warrant To - AGENCY name, address and contact person
  8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

# Payment Request Form

State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## PAYMENT REQUEST State Grant Programs

**See Instructions on Page 2.**

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
<b>6. PAYMENT INFORMATION</b> <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$ <input style="width: 150px; height: 20px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
<b>7. SEND WARRANT TO:</b>	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
<b>8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION</b>	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	
<b>FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	DATE

**Grant Expenditure Form**

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](#) is available at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants). GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

**PROJECT Number:**

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
--------------------	---------	--------------	------------	----------------------------	------------------------

<b>PRE-CONSTRUCTION Subtotal (5)</b>	\$
<b>Construction Subtotal (6)</b>	\$
<b>Grand Total (5) + (6)</b>	\$

List only ELIGIBLE COSTS charged to the GRANT.

**Column (1)** Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

**Column (2)** Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

**Column (3)** Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

**Column (4)** SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

**Column (5)** PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

**Column (6)** DEVELOPMENT costs eligible for up to 100% of GRANT.

### **Project Completion Packet**

PROJECT COMPLETION PACKETS must be submitted by March 31<sup>st</sup> of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)<sup>5</sup>
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

---

<sup>5</sup> OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**Project Completion Certification Form**

**Grantee:**

**Project Number:**

**Grantee contact for audit purposes**

Name:

Address:

Phone: ( )

Email:

**Project completion – list the grant scope items:**

**Provide revised Funding Sources Form**

**Interest earned on advanced funds:** \$

**Interest spent on eligible costs:** \$

**Was a Notice of Completion filed with the County Recorder or other appropriate entity?**

Yes / No

**Certification:**

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

---

AUTHORIZED REPRESENTATIVE Signature

Date

---

Print Name and Title

### Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

### Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none"> <li>• Payment Request Form</li> <li>• ADVANCE justification (see below)</li> <li>• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES</li> </ul>

### Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> <li>• Payment Request Form</li> <li>• ADVANCE justification (see below)</li> <li>• Bid documents (see page 33, number 9)</li> <li>• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule</li> <li>• Filed NOD or NOE (page <b>Error! Bookmark not defined.</b>)</li> <li>• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES</li> </ul>

### Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

**Clearing the Advance**

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

**Subsequent Payments**

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

**Acquisition Advance into Escrow**

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE’s letterhead, addressing all of the following elements, and signed by the GRANTEE’s AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
  - b) Copy of the property appraisal and written concurrence (page 14).
  - c) GRANT contract number and amount of GRANT funds requested.
  - d) A statement by the GRANTEE that “the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions.”
  - e) A statement by the GRANTEE that “all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds.” In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
  3. Payment Request Form. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller’s Office to the designated escrow company within approximately 30 working days.

### **Returning Unexpended Advanced Funds for Acquisition**

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

# Per Capita Contract



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX		Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

### B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

**C. Procedural Guide**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

**D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

**E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

**F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

**G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.  
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**N. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**O. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title

## Accounting and Audits

### Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

### Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

### State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

### Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

## Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

### CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Award by governing body (minutes of the meeting/resolution)
- Construction contract agreement
- Contract bonds (bid, performance, payment)
- Contract change orders
- Contractor's progress billings
- Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts\*\*)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

### IN-HOUSE EMPLOYEE SERVICES\*

- Authorization/work order identifying project
- Daily time sheets signed by employee and supervisor
- Hourly rate (salary schedules/payroll register)
- Fringe benefits (provide breakdown)

### IN-HOUSE EQUIPMENT\*

- Authorization/work order
- Daily time records identifying the project site
- Hourly rate related backup documents

### MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (cancelled checks/warrants, bank statements and EFT receipts \*\*)

### ACQUISITION

- Appraisal Report
  - Did the owner accompany the appraiser?
  - 10 year history
- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- GRANT deed (vested to the participant) or final order of condemnation
- Title insurance policy (issued to participant)
- Relocation documents
- Income (rental, grazing, sale of improvements, etc.)

### INTEREST

- Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

### AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property
- Proof of insurance pertaining to developed/acquired property

*\* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*\*\* Front and back if copied.*

## References

### Public Resources Code relating to the Proposition 68 Per Capita program

#### 80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

#### 80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum-- Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
  - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
  - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
  - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
  - (G) Identifying possible staff liaisons to diverse populations.

#### 80002.

(d) "Department" means the Department of Parks and Recreation.

(n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

**80020.**

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

**CHAPTER 3.****80060.**

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

**80061.**

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

**80062.**

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

### **80063.**

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

## Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at [www.parks.ca.gov/percapita](http://www.parks.ca.gov/percapita) for allocations.

### Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.<sup>6</sup>
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

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<sup>6</sup> Please contact OGALS for sample transfer and recipient resolutions.

## Definitions

Capitalized words and terms used in this guide are defined below.

**ADVANCE** – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

**APPLICATION PACKET** – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

**AUTHORIZED REPRESENTATIVE** – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

**CEQA** – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

**CONSTRUCTION COSTS** – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

**CONTRACT PERFORMANCE PERIOD** – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

**DEVELOPMENT** – construction, expansion, or renovation.

**DPR** – the California Department of Parks and Recreation.

**GRANT** – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

**GRANTEE** – an entity having a fully executed contract with DPR.

**GRANT PERFORMANCE PERIOD** – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

**IN-HOUSE EMPLOYEE SERVICES** – use of the GRANTEE’S employees working on the PROJECT SCOPE.

**OGALS** – DPR’S Office of Grants and Local Services.

**PRE-CONSTRUCTION COSTS** – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

**PROJECT** – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

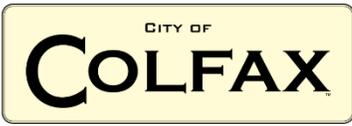
**PROJECT COMPLETION** – when the PROJECT is complete and the facilities are open and useable by the public.

**PROJECT COMPLETION PACKET** – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

**PROJECT OFFICER** – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

**SCOPE** – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

**TOTAL PROJECT COST** – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.



# Report to City Council

## FOR THE August 25, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Martin Jones, Public Works Director  
**Subject:** S. Auburn Roundabout Monument Sign

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$76,577.00	<b>Fund(s):</b> 210
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**RECOMMENDED ACTION:** Adopt Resolution \_\_\_-2021 authorizing the City Manager to execute a Construction Services Agreement with Solace Graphics and Simpson & Simpson Inc. to install a lighted City of Colfax sign and hardscaping at the South Auburn Roundabout, in an amount not to exceed \$76,577.00.

### Summary/Background

At the March 24, 2021 City Council meeting, Council established a Roundabout Monument Sign Concept Ad hoc committee with Mayor Lomen and Councilman Fatula as its members. Staff, with support from Solace Graphics, met with the Ad hoc committee on the following dates: April 12, 2021, April 22, 2021, and May 14, 2021. The May 14, 2021 Ad hoc meeting reviewed the final design concepts that would be presented to Council and was approved by the Ad hoc committee members.

Upon Council approval of the Roundabout Monument Sign Concept on June 9, 2021, City staff met with Solace Graphics to solicit bids for project construction. Solace Graphics who is providing project management, has solicited bids from Alpine Construction and Simpson & Simpson inc. for construction costs. Solace Graphics submitted an estimate for a total value of \$69,615.00, which includes a submittal from Alpine Construction who provided a bid of \$16,995.00 to complete the structural and decorative metal fabrication for the roundabout project as a subcontractor under Solace Graphics. Simpson & Simpson inc. submitted a bid of \$39,992.00 to grade the site, complete excavation and install the structural footing for the sign and cobble surfacing. The remaining value of \$12,628.00 to be paid to Solace Graphics includes all components for the sign including electrical and project management. City staff would also like to note that Tom Parham is donating his time to complete the masonry work on the project, which has an estimated value of \$15,000.00.

Staff recommends that City Council authorize the City Manager to enter into a Construction Services Agreement with Solace Graphics in the amount of \$29,623.00 for Project Management Services, installation of the lighted monument sign and completion of electrical at the S. Auburn roundabout. Staff further recommends that City Council authorize the City Manager to enter into a separate Construction Services Agreement with Simpson & Simpson Inc. in the amount of \$39,992.00 to grade the site, complete excavation and install the structural footing for the sign and cobble surfacing. Furthermore, staff recommends that City Council authorize an additional 10% contingency in the amount of \$6,962.00 to address any potential unanticipated costs during construction.

### Fiscal Impacts

The S. Auburn Roundabout Monument Sign Project will be funded by City Mitigation Fund 210 in the amount of \$76,577.00. Fund 210 revenues are encumbered monies of the original mitigation fees collected for the Roundabout Monument Project and other projects. The fund allocation is as follows:

<b>S. Auburn Roundabout Monument Sign Budget</b>	
Alpine Construction	\$16,995.00
Simpson & Simpson Inc	\$39,992.00
Solace Graphics	\$12,628.00
10% Contingency	\$6,962.00
<b>Total Budget</b>	<b>\$76,577.00</b>
Value of Donated Time	\$15,000.00
<b>Total Budget Including Donated Time</b>	<b>\$91,577.00</b>

**Attachments:**

1. Resolution \_\_ - 2021
2. Rendering of proposed sign
3. Solace Graphics Agreement
4. Simpson & Simpson Agreement

# City of Colfax

## City Council

Resolution No. \_\_-2021

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AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH SOLACE GRAPHICS AND SIMPSON & SIMPSON INC. TO INSTALL A LIGHTED CITY OF COLFAX SIGN AND HARDSCAPING AT THE S. AUBURN ROUNDABOUT FOR AN AMOUNT NOT TO EXCEED \$76,577.00

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**WHEREAS**, On June 9, 2021 City Council approved the S. Auburn Roundabout Monument Sign concept proposed by the City Council Ad hoc committee; and,

**WHEREAS**, Staff solicited Solace Graphics to act as a Project Manager and sign supplier for the proposed Roundabout Monument Sign; and,

**WHEREAS**, two contractors were selected to complete this project. Simpson & Simpson Inc. who will work as an independent contractor to complete grading, structural footing construction and cobble finish. And Alpine Construction will provide decorative and structural metal fabrication as a sub-contractor under Solace Graphics; and,

**WHEREAS**, the City Council finds and determines that it is in the City's best interests to authorize the City Manager to execute contracts with Solace Graphics and Simpson & Simpson for construction services for the installation of the South Auburn Roundabout Monument Sign.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the following:

1. The City Manager to execute a Construction Services Contract with Solace Graphics for the installation of the South Auburn Roundabout Monument Sign and metal fabrication in the amount of \$29,623.00. The City Council further authorizes the additional 10% contingency of \$2,963.00 for the cost of permitting, construction management, and to address any potential unanticipated costs during construction.
2. The City Manager to execute a Construction Services Contract with Simpson & Simpson Inc. to grade the site, complete excavation, install the structural footing and cobble surfacing for the South Auburn Roundabout Monument Sign in the amount of \$39,992.00. The City Council further authorizes the additional 10% contingency of \$3,999.00 for the cost of permitting, construction management, and to address any potential unanticipated costs during construction.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of August 2021 by the following vote of the Council:

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

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**Sean Lomen, Mayor**

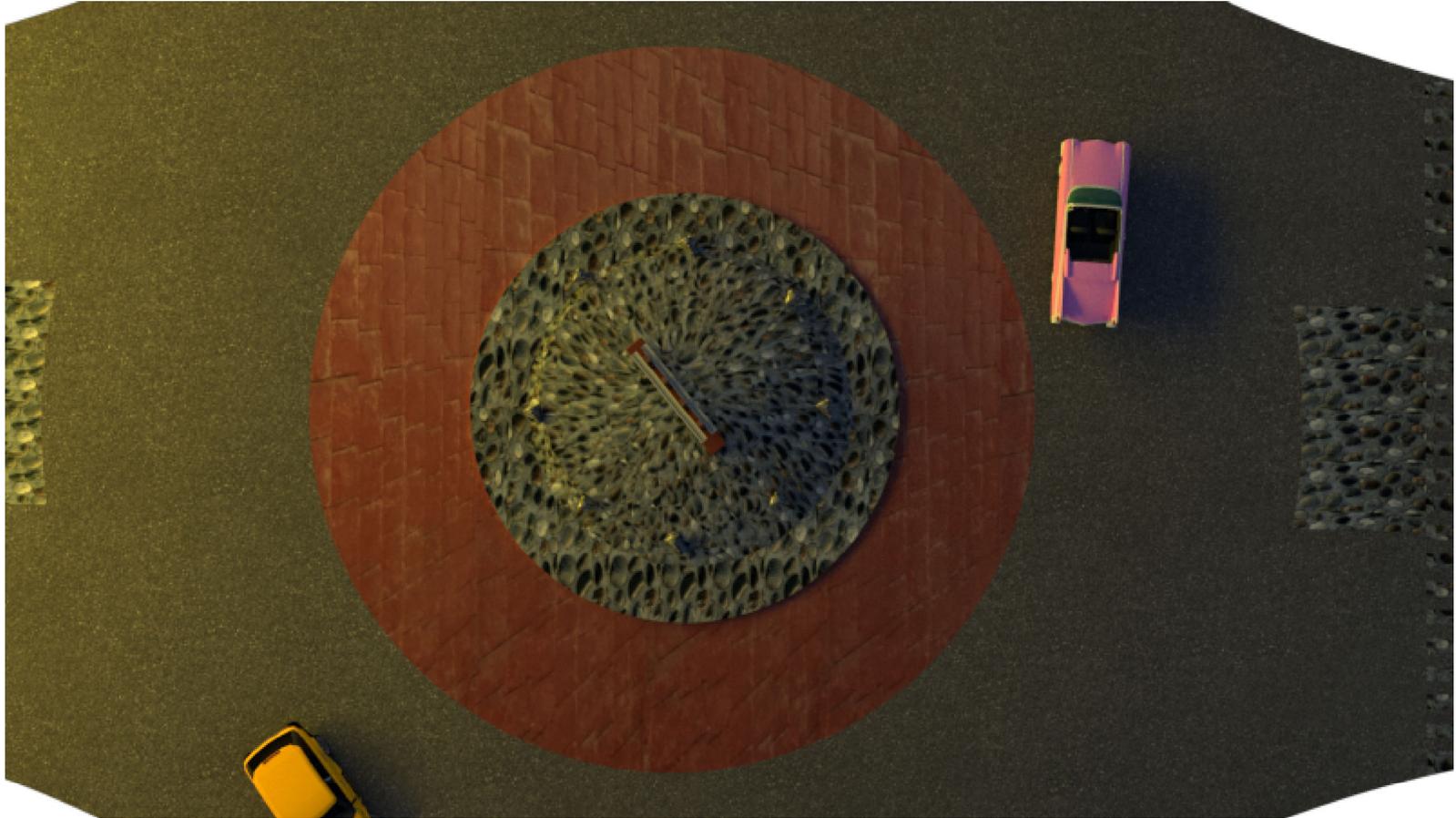
**ATTEST:**

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**Amy Lind, Interim City Clerk**







## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **25<sup>th</sup> day of August, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Solace Graphics**. (“Contractor”.)

### **RECITALS**

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

#### **Section 1. Services.**

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

#### **Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

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

#### **Section 5. Indemnification.**

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

#### **Section 6. Insurance.**

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

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

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

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

**Section 8. Assignment.**

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

**Section 9. Entire Agreement.**

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

**Section 10. Jurisdiction.**

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

**Section 11. Suspension of Services.**

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

**Section 12. Termination of Services.**

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

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

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

### **Section 13. Independent Contractor.**

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

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 15. Changes and/or Extra Work.**

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

Contractor and the necessary City officials before the extra and/or changed Services are provided.

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

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

### **Section 17. Retention of Records.**

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

### **Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the

selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

### **Section 19. Severability.**

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

### **Section 20. Entire Agreement; Amendment.**

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

### **Section 21. Time of the Essence.**

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

### **Section 22. Written Notification.**

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

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

If to Contractor:

Solace Graphics  
PO Box 1947  
Grass Valley, CA 95945

**Section 23. Execution.**

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

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

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

CITY

CONTRACTOR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A****SCOPE OF WORK**

Solace Graphics - Ken Teichmann

PO Box 1947  
 Grass Valley, CA 95945  
 (530) 477-9966  
[ken@solacegraphics.com](mailto:ken@solacegraphics.com)

**Estimate**

DATE	ESTIMATE NO.
8/19/2021	1221-3

NAME / ADDRESS
City of Colfax

TERMS	DUE DATE	REP	PROJECT	DELIVERY DATE
	7/8/2021			

ITEM	DESCRIPTION	QTY	COST	TOTAL
Signage	Sign - Colfax Brand Graphic Panel -Creation & Installation- 2 x digital print, reflective vinyl, 6mil aluminum composite signboard	72	20.00	1,440.00
Lights	RGB LED neon 120v -4 x with hardware (see attached estimate from Birddog Lighting)	1	440.34	440.34
lighting	Electrician and connections of lights	1	500.00	500.00
Fabrication	Alpine Construction - Steel and frame - no footing cement (estimate #1039 updated)	1	16,994.48	16,994.48
Consulting	Contract Administration - (Alpine Construction) Source contractors, assemble bids, provide and or create documents for bidding and coordinating bids and scheduling (Solace Graphics sign work is not included in this total, see line 1 above)	0.1	16,994.48	1,699.45
Consulting	Project Management - coordinate contractors (Alpine & Simpson) and oversee scheduling to ensure the successful completion of this project (Solace Graphics sign work is not included in this total, see line 1 above)	0.15	56,986.48	8,547.97
			<b>TOTAL</b>	\$29,622.24

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **25<sup>th</sup> day of August, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Simpson & Simpson, Inc.** (“Contractor”).

### **RECITALS**

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

#### **Section 1. Services.**

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

#### **Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

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

#### **Section 5. Indemnification.**

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

#### **Section 6. Insurance.**

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

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

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

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

**Section 8. Assignment.**

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

**Section 9. Entire Agreement.**

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

**Section 10. Jurisdiction.**

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

**Section 11. Suspension of Services.**

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

**Section 12. Termination of Services.**

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

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

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

### **Section 13. Independent Contractor.**

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

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 15. Changes and/or Extra Work.**

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

Contractor and the necessary City officials before the extra and/or changed Services are provided.

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

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

### **Section 17. Retention of Records.**

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

### **Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
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selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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### **Section 20. Entire Agreement; Amendment.**

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

If to Contractor: Simpson & Simpson, Inc.  
100001 Ophir Road  
Newcastle, CA 95658

**Section 23. Execution.**

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

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**Section 25. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

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

CITY  
  
Signature \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

CONTRACTOR  
  
Signature \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## SCOPE OF WORK

License: A-184056  
Phone: (530) 885-4354  
Fax: (530) 885-0119

10001 Ophir Rd, Newcastle CA 95658  
PO Box 6746, Auburn CA 95604

### **Simpson & Simpson, Inc.**

*Since 1948*

#### **PROPOSAL AND CONTRACT**

Prepared by Steve Simpson

Date 8/8/2021

Quote Expires 9/8/21

.City Of Colfax  
PO BOX 702  
Colfax Ca 95713

**Job Location:** Round about  
**Phone:** 786-6001  
**E-mail:** wes.heathcock@colfax-ca.gov

*This proposal may be withdrawn by us if it has not been signed and given to us within 10 days following the date of this contract. The total amount agreed upon as stated in this contract is due upon completion of the job.*

***We propose to hereby furnish material and labor complete in accordance with below specifications.***

*(Circle options as desired)*

#### **. Round about sign**

Provide traffic control as necessary.

De-grass center area and dispose of material off site.

Bring existing soils up to grade using imported fill material from corp yard (allow for 4" concrete)

Excavate center footings as per plans.

Create rebar reinforcements as per plans. (plans are a little vague)

Form and pour box structure as per plans.

Install 4" 5 sack concrete around perimeter and install owner supplied cobbles.....\$39,992.00

**Includes:** Prevailing wage

**Excludes:** Bonds, more than two flaggers, rumble strips, message boards, clear coating cobble structure, sign installation, cal trans anything, permeable concrete, pumping concrete.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Each member of our crew is fully covered by worker's compensation insurance.

To better understand how we do what we do, check out our website; [www.simpsonpaving.com](http://www.simpsonpaving.com)

#### **Terms and Conditions**

Total amount is due upon completion of the job. We accept cash or check. We accept credit cards for a 3% service charge.

Payments received more than 7 days after customer invoice due date are subject to a 1.5% finance charge.

Prices are based on the square footage, thickness, and quantities stated above. Any alterations will affect prices quoted. Owner is encouraged to verify that the square footage will cover the area desired.

Job to be done weather and schedule permitting.

No guarantee against damage caused by weather conditions.

Any soft spots or unsuitable materials found will be removed on a time and materials basis.

We will not be responsible for damage to underground utilities not located and shown to us prior to job start.

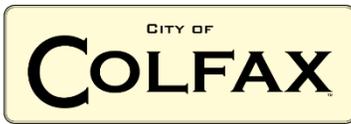
Due to expansive soil conditions, tree roots, mushrooms etc. we cannot guarantee against cracking.

**No guarantee against damage due to heavy equipment.**

#### **Acceptance of Proposal**

I have read and agree to the Terms and Conditions and I understand that in signing this proposal, I have entered into a contract with Simpson & Simpson, Inc. to complete the services stated herein.

Signature \_\_\_\_\_



**FOR THE AUGUST 25, 2021 CITY COUNCIL MEETING**

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** River Fire Emergency Lodging Reimbursement Funding Program

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$10,000	<b>Fund(s):</b> 100
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**RECOMMENDED ACTION:** Approve Resolution\_\_-2021 authorizing the City Manager to administer the River Fire Emergency Lodging Reimbursement Funding program in an amount not to exceed \$10,000.

**Summary/Background**

Placer County experienced a mandatory evacuation order due to the River Fire west of the City of Colfax. A portion of the City of Colfax was included in the mandatory evacuation order, which included all developed property west of the Union Pacific Railroad tracks for three days from August 4-6, 2021.

The mandatory evacuation order forced families to leave their homes and seek shelter elsewhere. Placer County did provide an emergency evacuation shelter, which had restrictions on housing animals. Another challenge with the evacuation shelter was residents with COVID-19 and/or the potential of COVID-19 exposure in the emergency shelter detoured families from using the emergency shelter. Subsequently, many City of Colfax residents chose to seek shelter in lodging facilities for the duration of the evacuation order, which placed them in an undue financial hardship. An average cost of lodging stay was under \$200/night.

Under the authority of Colfax Municipal Code Chapter 2.60 and California Government Code Section 53201, the City Manager of the City of Colfax implemented the River Fire Emergency Lodging Reimbursement funding program to address the financial hardship for the City residents forced to evacuate.

The emergency program consists of the following requirements:

1. Your residence is within the red mandatory evacuation area and your property is within Colfax City limits.
2. You incurred temporary shelter/lodging expenses during the evacuation period of August 4 – 6<sup>th</sup>.
3. Verification of expense receipts is required.
4. \$500 maximum benefit per household.
5. Applications will be accepted until 8/31/21 or until the funding is exhausted.
6. The program will not exceed \$10,000.

The emergency program was implemented August 10, 2021. As of August 13<sup>th</sup>, the City of Colfax received 7 applications that are in the process for approval. Staff is looking for the City Council to ratify the emergency program by authorizing the City Manager to administer the River Fire Emergency Lodging Reimbursement Funding program in an amount not to exceed \$10,000.

**Fiscal Impact**

The River Fire Emergency Lodging Reimbursement Program is funded from the unrestricted general fund account 100.

**Attachments:**

1. Resolution

# City of Colfax

## City Council

Resolution № \_\_-2021

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**AUTHORIZING THE CITY MANAGER ADMINISTER THE RIVER FIRE EMERGENCY LODGING REIMBURSEMENT FUNDING PROGRAM IN AN AMOUNT NOT TO EXCEED \$10,000**

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**WHEREAS**, Placer County experienced a mandatory evacuation order due to the River Fire west of the City of Colfax; and,

**WHEREAS**, All developed property west of the Union Pacific Railroad tracks in Colfax was evacuated for three days from August 4-6, 2021; and,

**WHEREAS**, Colfax residents sought shelter in lodging facilities placing an undue financial hardship; and,

**WHEREAS**, Under the authority of Colfax Municipal Code Chapter 2.60 and California Government Code Section 53201, the City Manager of the City of Colfax implemented the River Fire Emergency Lodging Reimbursement funding program to address the financial hardship for the City residents forced to evacuate; and,

**WHEREAS**, Staff is requesting City Council to ratify the emergency program by authorizing the City Manager to administer the River Fire Emergency Lodging Reimbursement Funding program in an amount not to exceed \$10,000.

**NOW, THEREFORE, BE IT RESOLVED AND DECLARED** by the City Council of the City of Colfax authorizes the City Manager to administer the River Fire Emergency Lodging Reimbursement Funding program in an amount not to exceed \$10,000.

**The Foregoing Resolution was Duly and Regularly Adopted** at a regular meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of August 2021 by the following vote of the Council:

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

\_\_\_\_\_  
**Sean Lomen, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Lind, Interim City Clerk**