



# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

## REGULAR MEETING AGENDA

May 8, 2024

Regular Session 6:00 PM

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

ZOOM at

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

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

**849 6857 0574**

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

View Only on Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov), via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713.

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

### 1 **CLOSED SESSION (None)**

### 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.

#### 2E. **Statement of Conflict of Interest**

### 3 **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

#### 3A. **Minutes**

Pages 5-7

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 4/10/2024.

- 3B. **Cash Summary – March 2024** Pages 8-14  
**Recommended Action:** Accept and file.
- 3C. **Quarterly Investment Report – Quarter Ended March 31, 2024** Pages 15-23  
**Recommended Action:** Accept and file.
- 3D. **R3 Consulting for SB 1383 Agreement for Compliance Assistance** Pages 24-41  
**Recommended Action:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance in an amount not to exceed \$50,000.
- 3E. **Agreement for Services – City Engineer – Cartwright Nor Cal** Pages 42-57  
**Recommended Action:** Adopt Resolution \_\_-2024 authorizing the City Manager to enter into a contract agreement with Cartwright Nor Cal for City Engineering Services for a term of 3-years with an option for a 2-year extension.
- 3F. **Construction Materials and Compaction Testing Services for CDBG Road Rehabilitation Project** Pages 58-80  
**Recommended Action:** Adopt Resolution \_\_-2024 awarding and authorizing the City Manager to execute a Construction Materials and Compaction Testing Services contract with Geocon in the amount of \$41,490 with a 15% contingency for a total amount not to exceed \$47,724 for the CDBG Road Rehabilitation Project.
- 3G. **Construction Management Services for CDBG Road Rehabilitation Project** Pages 81-102  
**Recommended Action:** Adopt Resolution \_\_-2024 awarding and authorizing the City Manager to execute a Construction Management Services contract with Psomas in the amount of \$338,256 with a 15% contingency for a total amount not to exceed \$388,995 for the CDBG Road Rehabilitation Project.

\*\*\* End of Consent Calendar \*\*\*

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff's Office**
- 4B. **California Highway Patrol**
- 4C. **Placer County Fire Department/CALFIRE**
- 4D. **Non-Profits**

5 **PRESENTATIONS (None)**

6 **PUBLIC HEARING (None)**

7 **PUBLIC COMMENT**

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

## 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. Future Skate Park Location

Page 103

**Recommended Action:** Discuss and provide direction to staff

### 9B. Agreement Between the City of Colfax and the County of Placer for funding to build a Skate Park Feature at Lion's Park.

Pages 104-194

**Recommended Action:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement between the City of Colfax and the County of Placer for funding to build a skate park.

### 9C. Animal Control Contract

Pages 195-204

**Recommended Action:** Adopt Resolution \_\_-2024 approving and authorizing the City Manager to sign an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a two-year term in an amount not to exceed \$84,897.

### 9D. 3<sup>rd</sup> of July Funding Request

Pages 205-206

**Recommended Action:** Adopt Resolution \_\_-2024 approving a \$5,000 to \$8,000 donation to Festivals-of-Cali-805 to help fund the 2024 3<sup>rd</sup> of July Event.

## 10 GOOD OF THE ORDER

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

### 10A. Public Comment on Good of the Order

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

## 11 ADJOURNMENT

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



Amanda Ahre, City Clerk

limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.

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





# City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, April 24, 2024

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

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## OPEN SESSION

- 2A. Call Open Session to Order** – Mayor Douglass called the Open Session to order at 6:00 p.m.
- 2B. Pledge of Allegiance** – Dirk Gifford, President of the Colfax Area Historical society, led the pledge of allegiance
- 2C. Roll Call**
- Present:** Councilmember Hillberg, Mayor Pro Tem Lomen, Mayor Douglass  
**Absent:** Councilmember Burruss, Councilmember McCully
- 2D. Approval of Agenda Order**
- MOTION** made by Mayor Pro Tem Lomen and seconded by Councilmember Hillberg, and approved by the following vote:  
**AYES:** Hillberg, Lomen, Douglass  
**NOES:**  
**ABSTAIN:**  
**ABSENT:** Burruss, McCully
- 2E. Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.

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## CONSENT CALENDAR

Item 3B. was pulled by Mayor Pro Tem Lomen

- 3A. Minutes**
- Recommendation:** By Motion, approve the Colfax City Council minutes of 03/27/2024.
- \*\*\*End of Consent Calendar\*\*\*
- MOTION** made by Mayor Pro Tem Lomen, Seconded by Councilmember Hillberg and approved by the following vote:  
**AYES:** Hillberg, Lomen, Douglass  
**NOES:**  
**ABSTAIN:**  
**ABSENT:** Burruss, McCully
- 3B. Minutes**
- Recommendation:** By Motion, approve the Colfax City Council minutes of 04/10/2024.
- Mayor Pro Tem Lomen corrected that on item 5A. of the 4/10/2024 minutes that he was a no vote.
- Motion** made by Mayor Pro Tem Lomen to approve corrected minutes, seconded by Councilmember Hillberg and approved by the following vote:  
**AYES:** Hillberg, Lomen, Douglass  
**NOES:**  
**ABSTAIN:**  
**ABSENT:** Burruss, McCully

4      **Agency Reports**

- 4A.    **Placer County Sheriff's** – Deputy John Tanarome introduced Gina Doris who is a new Law Enforcement Chaplain
- 4B.    **CHP** – Nothing to report.  
A member of the audience inquired about possible state legislature where your car will warn you if you are going 5 MPH over the speed limit, and about speeding on I80 and the ticketing process
- 4C.    **Placer County Fire/CALFIRE** – Bob Counts reported that Battalion Chief Jeff Loveless was promoted to Assistant Chief at the Sacramento Headquarters
- 4D.    **Non-Profits** – Jim Wood with Placer Sierra Railroad Heritage Society reported on the newly installed Railroad webcam on top of the Depot and the viewer traffic they are having and feels that it could be beneficial in bringing tourism to Colfax.

5      **PRESENTATION**

- 5A.    **Pre-Budget Presentation**  
**Presented By:** Pete Jessup University

Diane Green asked how the public could work with the council on the budget.  
City Manager Walker informed her she could attend the public budget workshop.

6      **PUBLIC HEARING (None)**

7      **PUBLIC COMMENT**

Dirk Gifford, President of the Colfax Area Historical Society, and Irene Allen, Director of the Colfax Heritage Museum, introduced a proposal for a Colfax Heritage Park in the grassy area next to the Museum. They are asking that the City consider using some of the Non-Profit budget to help with this.

Mayor Pro Tem suggested forming a request for a specific amount of money they would like donated so that Council can discuss the request.

Swend Miller, Director of the Historical Society Archives, has concerns that the City has helped with the cost of fireworks for events in the past, and is requesting the Council consider using that money toward other items for the City.

8      **COUNCIL AND STAFF**

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

Mayor Pro Tem Lomen – Nothing to Report

Councilmember Hillberg – Attended Placer Sierra Railroad Heritage Society meeting. Suggested creating a non-profit to help with the possibility of a Colfax Heritage Park.

Mayor Douglass – Attended Placer County Economic Development board meeting, the Colfax Flea Market, and the health expo that was at the Depot.

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

City Manager Walker reported CBDG Road rehabilitation project kick-off meeting is April 30<sup>th</sup>, I&I is getting close to paving, algae project, reminded everyone the Sewer rater workshop is May 1, 2024, Colfax hotel has submitted plans for approval, and the ARCO EV charging station has been approved by building.

**COUNCIL BUSINESS****9A. Caboose Relocation Ad Hoc Committee Assignment**

**Recommended Action:** Discuss and by motion, assign City Council members to the Caboose Relocation Ad Hoc Committee Assignment

**MOTION** made by Mayor Pro Tem Lomen to assign Councilmembers McCully and Hillberg to the Caboose Relocation Ad Hoc Committee, and seconded by Councilmember Hillberg and approved by the following vote:

**AYES:** Hillberg, Lomen, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss, McCully

City Manager Walker stated the Ad Hoc Committee is more than just moving the caboose, but also about eventually forming an outdoor walking museum with train memorabilia next to the indoor museum.

Diane Green asked how the public can help with the Caboose relocation.

Swind Miller recommended a membership to the Colfax Area Historical Society to help with the Depot project.

**GOOD OF THE ORDER**

Mayor Pro Tem Lomen reported that the Pioneer community board meeting is tomorrow.

Councilmember Hillberg discussed concerns over using Facebook to live feed Council meetings and thinks the City should own the rights to all of their videos.

Mayor Pro Tem Lomen stated that the City does own several copies of the videos, and they are available on the City's website.

Mayor Douglass would like to find a way for Union Pacific's Big Boy No. 4014 train to stop in Colfax.

**10A. Public Comment on Good of the Order**

No Public comment on good of the order.

**ADJOURNMENT**

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 6:58 p.m. Respectfully submitted to City Council this 8<sup>th</sup> day of May 2024.




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Amanda Ahre, City Clerk



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Shanna Stahl – Administrative Services Officer  
**Subject:** Cash Summary – March 2024

*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 purpose of these reports is to provide the status of funds and transparency for Council and the public regarding the financial transactions of the City. 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 as part of the proposed budget process each year.

The attached reports reflect an overview of the financial transactions of the City of Colfax in March 2024. Some monthly highlights are listed below:

- March revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of January 2024 (two-month lag).
  - Reimbursement from the State Water Resources Control Board on the WWTP Construction Grant.
- March expenditures included:
  - Third quarter fiscal year 2023-2024 Placer County Sheriff contract payment.
  - Approved capital project expenditures – expenditures on WWTP Construction Grant and other grant funded projects.
- Negative cash fund balances at the end of March are primarily due to the timing of funding allocations and reimbursements:
  - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation. Allocations and transfers will be recorded with the final fiscal year accounting processes.
  - Fund 300 – Corporation Yard – This is the project for installation of a metal storage building at the Corporation Yard. Funded by General Fund 100.
  - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – the final funding of the grant was awarded in November. CDBG has approved the start date of expenditures. The City will begin the reimbursement request process in April. City restricted Streets funds will also be used on this project as the City match.

- Fund 367 – SB2 Planning Grant – Final reimbursement for project is pending payment.
- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests are submitted on a quarterly basis. The balance of funding (11%) will be a City General Fund match. Final accounting will be completed by the end of the fiscal year.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted at least quarterly.
- Fund 577 – Capital Projects. This is the project for the installation of a metal storage building at the Wastewater Treatment Plant. The project is slated to be funded by Fund 564 – Sewer Connection Fees. Funds to be transferred at project completion.
- Fund 590 – Sewer Consolidation Planning Grant. This is a reimbursable grant – reimbursement requests are scheduled to be submitted quarterly upon final award of application grant.
- Anticipated revenues/expenditures for April include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of February 2024 (two-month lag).
    - Capital project reimbursements.
  - Expenditures
    - Approved capital project expenditures. We anticipate continued large expenditures for the Wastewater Treatment Plant Construction project as the I/I Mitigation and Algae Reduction phases continue construction.
    - Ongoing monthly operating expenses.

**Attachments:**

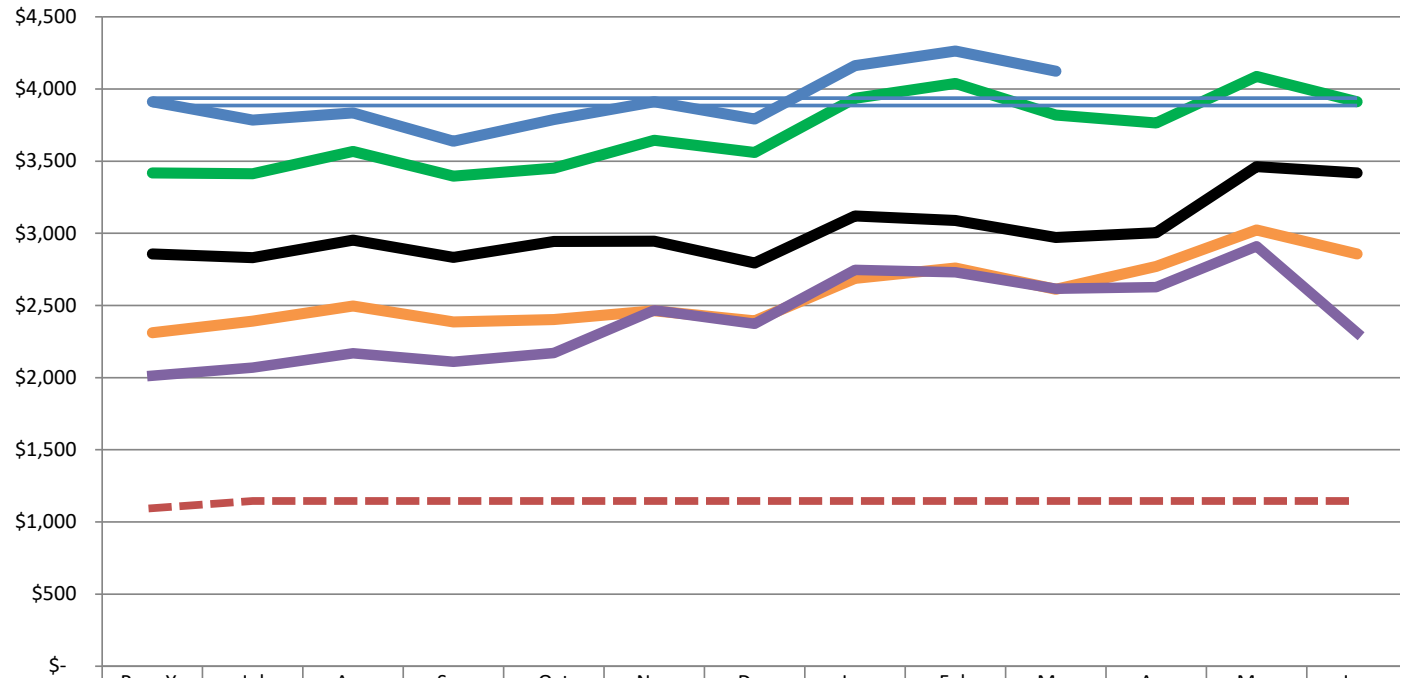
1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
  - a. Cash Summary
  - b. Cash Transactions Report – by individual fund
  - c. Check Register Report - Accounts Payable

## City of Colfax - March

### 2024 General Fund Reserved Cash Analysis

(Dollars in Thousands)

[Fiscal Year 2023-24 >>](#)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2023-24	\$3,911	\$3,785	\$3,834	\$3,638	\$3,789	\$3,911	\$3,791	\$4,162	\$4,263	\$4,124			
Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,039	\$3,819	\$3,765	\$4,087	\$3,911
Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
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
*Reserves (Ops, Cap, Pen)	\$1,095	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145
Budget FY2023-24	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911

**City of Colfax  
Cash Summary  
March 31, 2024**

	<b>Balance 2/29/24</b>	<b>Revenues In*</b>	<b>Expenses Out*</b>	<b>Transfers</b>	<b>Balance 3/31/24</b>
US Bank	\$ 254,799.67	\$ 1,342,256.60	\$ (1,209,466.38)	\$ (300,000.00)	\$ 87,589.89
LAIF	\$ 6,448,517.76	\$ -	\$ -	\$ 300,000.00	\$ 6,748,517.76
Total Cash - General Ledger	<u>\$ 6,703,317.43</u>	<u>\$ 1,342,256.60</u>	<u>\$ (1,209,466.38)</u>	<u>\$ -</u>	<u>\$ 6,836,107.65</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 6,703,617.43</u>	<u>\$ 1,342,256.60</u>	<u>\$ (1,209,466.38)</u>	<u>\$ -</u>	<u>\$ 6,836,407.65</u>

<b>Change in Cash Account Balance - Total</b>	<u><u><b>\$ 132,790.22</b></u></u>
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Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (1,117,682.11)
Cash Receipts	\$ 1,160,217.16
Payroll Checks and Tax Deposits	\$ (74,910.67)
Utility Billings - Receipts	\$ 160,305.84
LAIF Interest	\$ -
Void CK - #60371	\$ 4,860.00
	<u><u><b>\$ 132,790.22</b></u></u>
	\$ 0.00

\*Does not include transfers between funds

Prepared by: Shanna Stahl  
Shanna Stahl, Administrative Services Officer

Reviewed by: Ron Walker  
Ron Walker, City Manager

**City of Colfax**  
**Cash Transactions Report - March 2024**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 4,084,440.59	\$ 129,930.21	\$ (308,962.30)	\$ 3,905,408.50
Fund: 120 - Land Development Fees	\$ 195,765.27	\$ 8,223.97	\$ (1,515.00)	\$ 202,474.24
Fund: 200 - Cannabis Application	\$ 15,281.73	\$ 1,086.91	\$ -	\$ 16,368.64
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 4,295,487.59</b>	<b>\$ 139,241.09</b>	<b>\$ (310,477.30)</b>	<b>\$ 4,124,251.38</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ 39,737.00	\$ -	\$ (36,500.00)	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 870,844.13	\$ -	\$ (4,653.54)	\$ 866,190.59
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 933,898.39</b>	<b>\$ -</b>	<b>\$ (41,153.54)</b>	<b>\$ 892,744.85</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 147,493.71	\$ -	\$ -	\$ 147,493.71
Fund: 211 - Mitigation Fees - Drainage	\$ 5,637.35	\$ -	\$ -	\$ 5,637.35
Fund: 212 - Mitigation Fees - Trails	\$ 78,313.89	\$ -	\$ -	\$ 78,313.89
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 194,614.46	\$ -	\$ -	\$ 194,614.46
Fund: 214 - Mitigation Fees - City Bldgs	\$ 105,794.85	\$ -	\$ -	\$ 105,794.85
Fund: 215 - Mitigation Fees - Vehicles	\$ 23,105.42	\$ -	\$ -	\$ 23,105.42
Fund: 217 - Mitigation Fees - DT Parking	\$ 35,647.48	\$ -	\$ -	\$ 35,647.48
Fund: 218 - Support Law Enforcement	\$ 18,876.24	\$ 11,961.35	\$ (25,000.00)	\$ 5,837.59
Fund: 244 - CDBG Program Inc - ME Lending	\$ 508.07	\$ -	\$ -	\$ 508.07
Fund: 250 - Streets - Roads/Transportation	\$ (74,713.95)	\$ -	\$ (13,509.66)	\$ (88,223.61)
Fund: 253 - Gas Taxes	\$ 23,773.41	\$ 11,202.40	\$ (1,579.31)	\$ 33,396.50
Fund: 257 - Street /Road - Transit Capital	\$ 48,346.04	\$ -	\$ -	\$ 48,346.04
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 250,035.99	\$ 4,142.67	\$ -	\$ 254,178.66
Fund: 270 - Beverage Container Recycling	\$ 19,962.33	\$ -	\$ -	\$ 19,962.33
Fund: 280 - Oil Recycling	\$ 3,936.14	\$ -	\$ -	\$ 3,936.14
Fund: 290 - SB1383 Implementation Grant	\$ 15,614.11	\$ -	\$ -	\$ 15,614.11
Fund: 292 - Fire Department Capital Funds	\$ 97,472.95	\$ -	\$ -	\$ 97,472.95
Fund: 342 - Fire Construction - Mitigation	\$ 82,744.47	\$ -	\$ -	\$ 82,744.47
Fund: 343 - Recreation Construction	\$ 82,744.95	\$ -	\$ -	\$ 82,744.95
Fund: 367 - SB2 - Planning Grant	\$ (14,879.82)	\$ -	\$ -	\$ (14,879.82)
Fund: 376 - Downtown Streetscape	\$ (68,863.95)	\$ -	\$ (26,699.80)	\$ (95,563.75)
Fund: 378 - Zoning Code Update	\$ -	\$ -	\$ -	\$ -
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>	<b>\$ 1,076,164.14</b>	<b>\$ 27,306.42</b>	<b>\$ (66,788.77)</b>	<b>\$ 1,036,681.79</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - GF Capital Projects	\$ (12,899.52)	\$ -	\$ -	\$ (12,899.52)
Fund: 358 - CDBG Pavement	\$ (396,098.64)	\$ -	\$ (21,762.50)	\$ (417,861.14)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (408,998.16)</b>	<b>\$ -</b>	<b>\$ (21,762.50)</b>	<b>\$ (430,760.66)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,873,086.53	\$ 101,400.54	\$ (112,726.12)	\$ 1,861,760.95
Fund: 561 - Sewer Liftstations	\$ 614,859.14	\$ 15,981.78	\$ (18,702.43)	\$ 612,138.49
Fund: 563 - Wastewater Treatment Plant	\$ 1,063,920.63	\$ 46,564.77	\$ -	\$ 1,110,485.40
Fund: 564 - Sewer Connections	\$ 321,774.88	\$ -	\$ -	\$ 321,774.88
Fund: 575 - WWTP Construction Grant	\$ (3,016,295.86)	\$ 1,011,762.00	\$ (635,278.00)	\$ (2,639,811.86)
Fund: 577 - Capital Projects	\$ (7,229.51)	\$ -	\$ -	\$ (7,229.51)
Fund: 590 - Sewer Consolidation Planning	\$ (46,114.06)	\$ -	\$ (380.00)	\$ (46,494.06)
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 804,001.75</b>	<b>\$ 1,175,709.09</b>	<b>\$ (767,086.55)</b>	<b>\$ 1,212,624.29</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,763.72	\$ -	\$ (2,197.72)	\$ 566.00
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 2,763.72</b>	<b>\$ -</b>	<b>\$ (2,197.72)</b>	<b>\$ 566.00</b>
<b>Grand Totals:</b>	<b>\$ 6,703,317.43</b>	<b>\$ 1,342,256.60</b>	<b>\$ (1,209,466.38)</b>	<b>\$ 6,836,107.65</b>



# Check Register Report

Date: 04/19/2024

Time: 10:39 am

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>								
60389	03/08/24	Reconciled		03/31/24	03141	CALPERS	HEALTH PREMIUMS MAR 2024	12,716.42
60390	03/11/24	Reconciled		03/31/24	01142	4LEAF, INC.	PW SUP TRAINING JAN 2024	370.00
60391	03/11/24	Reconciled		03/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG LABOR COMPLIANCE DEC 2023	5,500.00
60392	03/11/24	Reconciled		03/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG GEN ADMIN DEC 2023	5,000.00
60393	03/11/24	Reconciled		03/31/24	01448	AMERIGAS - COLFAX	DEPOT PHONE	94.34
60394	03/11/24	Reconciled		03/31/24	01448	AMERIGAS - COLFAX	DEPOT PROPANE	76.78
60395	03/11/24	Reconciled		03/31/24	8062	CATHERINE HANSFORD	SEWER RATE STUDY FEB 2024	5,107.54
60396	03/11/24	Reconciled		03/31/24	7798	G&T TRUCK REPAIR	VAC TRAILER RPR	600.00
60397	03/11/24	Reconciled		03/31/24	07570	GRAINGER	WWTP SUPPLIES	186.42
60398	03/11/24	Reconciled		03/31/24	07570	GRAINGER	WWTP SUPPLIES	19.82
60399	03/11/24	Reconciled		03/31/24	08070	HANSEN BROS. ENTERPRISES	SAND BAG SAND	29.97
60400	03/11/24	Reconciled		03/31/24	08170	HILLS FLAT LUMBER CO	SUPPLIES	838.77
60401	03/11/24	Reconciled		03/31/24	08501	HOME DEPOT CREDIT SERVICES	SAND BAGS	74.00
60402	03/11/24	Reconciled		03/31/24	08660	HUNT AND SONS, INC.	FUEL	340.15
60403	03/11/24	Reconciled		03/31/24	13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVCS FEB 2024	7,186.73
60404	03/11/24	Reconciled		03/31/24	19390	MAR-VAL'S SIERRA MARKET	WATER	12.18
60405	03/11/24	Reconciled		03/31/24	14356	NORTHERN CALIFORNIA GLOVE	WORK GLOVES	803.61
60406	03/11/24	Reconciled		03/31/24	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS FEB 2024	13,511.86
60407	03/11/24	Reconciled		03/31/24	16200	PLACER COUNTY SHERIFF DEPT.	Q3 FY 23/24 SHERIFF CONTRACT	230,372.00
60408	03/11/24	Reconciled		03/31/24	16821	PSOMAS	WWTP CONST GRANT JAN 2024	45,309.25
60409	03/11/24	Reconciled		03/31/24	19037	SAFE SIDE SECURITY	CORP YARD SECURITY MAR 2024	155.00
60410	03/11/24	Reconciled		03/31/24	19037	SAFE SIDE SECURITY	WWTP SECURITY MAR 2024	95.00
60411	03/11/24	Reconciled		03/31/24	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q3 FY 23/24	75.00
60412	03/11/24	Reconciled		03/31/24	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.77
60413	03/11/24	Reconciled		03/31/24	18883	WAXIE SANITARY SUPPLY	SUPPLIES	196.40
60414	03/15/24	Reconciled		03/31/24	1161	49ER WATER SERVICES	WWTP WELL DESTRUCTION	2,432.07
60415	03/15/24	Reconciled		03/31/24	01414	ALHAMBRA & SIERRA SPRINGS	WATER	232.84
60416	03/15/24	Reconciled		03/31/24	01448	AMERIGAS - COLFAX	Depot Propane	216.19
60417	03/15/24	Reconciled		03/31/24	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JAN 2024	7,020.00
60418	03/15/24	Reconciled		03/31/24	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS FEB 2024	6,660.00
60419	03/15/24	Reconciled		03/31/24	03401	CHOICE BUILDER	PREMIUMS APR 2024	834.85
60420	03/15/24	Reconciled		03/31/24	3425	CINTAS	UNIFORMS FEB 2024	562.70
60421	03/15/24	Printed			03435	CITY OF AUBURN	CITY CLERK SVCS FEB 2024	856.11
60422	03/15/24	Reconciled		03/31/24	3468	CIVICWELL	DEC 2023 DOWNTOWN STREETSCAPE	14,529.75
60423	03/15/24	Reconciled		03/31/24	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTER FEB 2024	469.95
60424	03/15/24	Reconciled		03/31/24	3505	COLFAX AUBURN LLC	RETURN OF SECURITY DEPOSIT	36,500.00
60425	03/15/24	Reconciled		03/31/24	03562	COMMERCIAL PUMP SERVICE, INC	VFD REPLACEMENT	11,775.78
60426	03/15/24	Reconciled		03/31/24	4187	DAWSON OIL COMPANY	Dyed Diesel	442.13
60427	03/15/24	Reconciled		03/31/24	14859	GHD INC.	ENGINEERING SERV JAN 2024	16,387.50
60428	03/15/24	Reconciled		03/31/24	08200	HINDERLITER, DE LLAMAS & ASSOC	SLS TX AUDIT SERV Q3 FY 23/24	610.89
60429	03/15/24	Printed			013278	MNJ ADVISORS INC.	CITY CLERK RECRUITMENT	9,026.04
60430	03/15/24	Reconciled		03/31/24	18400	NAPA AUTO PARTS	SUPPLIES	62.35
60431	03/15/24	Reconciled		03/31/24	16035	PG&E	ELECTRICITY FEB 2024	24,916.45
60432	03/15/24	Reconciled		03/31/24	16192	PLACER COUNTY DOCUMENT	ENVELOPES	193.12
60433	03/15/24	Reconciled		03/31/24	16170	PLACER COUNTY FLOOD CONTROL	ANNUAL CONTRIBUTION 2023-2024	2,430.00
60434	03/15/24	Reconciled		03/31/24	16040	PURCHASE POWER	POSTAGE	503.50

# Check Register Report

Date: 04/19/2024

Time: 10:39 am

Page: 2

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>								
60435	03/15/24	Reconciled		03/31/24	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	59.68
60436	03/15/24	Reconciled		03/31/24	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SERV. FEB 2024	3,333.75
60437	03/15/24	Reconciled		03/31/24	22134	VISION QUEST	TECH SUPPORT APRIL 2024	3,800.00
60438	03/15/24	Reconciled		03/31/24	22134	VISION QUEST	TECH SUPPLIES FEB 2024	505.50
60439	03/15/24	Reconciled		03/31/24	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	215.84
60440	03/15/24	Reconciled		03/31/24	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	363.41
60441	03/15/24	Reconciled		03/31/24	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL FEB 2024	458.94
60442	03/26/24	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG GEN ADMIN FEB 2024	5,000.00
60443	03/26/24	Printed			02054	BANNER BANK	STMT 3/20/24	29,339.46
60444	03/26/24	Printed			02901	BUREAU VERITAS NORTH AMERICA	TESLA EV PLAN REVIEW	1,245.00
60445	03/26/24	Printed			03128(2)	CALIFORNIA RURAL WATER ASSOC	ANNUAL CRWA MEMBERSHIP APR 24	744.00
60446	03/26/24	Printed			3468	CIVICWELL	DOWNTOWN STREETSCAPE JAN24	12,170.05
60447	03/26/24	Printed			3475	CLARK PEST CONTROL	PEST CONTROL MARCH 2024	508.00
60448	03/26/24	Printed			04592	DACOMM	WWTP INTERNET	103.45
60449	03/26/24	Printed			04260	DEPARTMENT OF WATER RESOURCES	ANNUAL DAM FEE FY 24/25	21,075.00
60450	03/26/24	Printed			6203	FENNEMORE CRAIG, PC	LEGAL MATTER	183.50
60451	03/26/24	Printed			07460	GOLD MOUNTAIN CALIFORNIA	CDBG NOTICE TO BIDDERS	400.00
60452	03/26/24	Printed			07460	GOLD MOUNTAIN CALIFORNIA	CDBG NOTICE TO BIDDERS	400.00
60453	03/26/24	Printed			07460	GOLD MOUNTAIN CALIFORNIA	RFQ ENGINEER SERVICES	400.00
60454	03/26/24	Printed			07570	GRAINGER	WWTP SUPPLIES	27.92
60455	03/26/24	Printed			07570	GRAINGER	WWTP SUPPLIES	26.24
60456	03/26/24	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	5,188.49
60457	03/26/24	Printed			08660	HUNT AND SONS, INC.	FUEL	905.05
60458	03/26/24	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING FEB 24	1,208.75
60459	03/26/24	Printed			13239	MCGUIRE & HESTER	I&I CONSTRUCTION MARCH 2024	264,055.07
60460	03/26/24	Printed			16300	PCWA -PLACER COUNTY	WATER	1,078.26
60461	03/26/24	Printed			16751	PFADT, INC.	OFFICE REPAIR	139.50
60462	03/26/24	Printed			19591	SECURITAS TECHNOLOGY	DEPOT SECURITY Q4 FY 23/24	167.34
60463	03/26/24	Printed			14989	SMARTCOVER SYSTEMS	SMARTFLOE WARRANTY	4,044.00
60464	03/26/24	Printed			21500	USA BLUE BOOK, INC	WWTP SUPPLIES	595.71
60465	03/26/24	Printed			22240	VULCAN MATERIALS COMPANY	CORP YARD SUPPLIES	363.04
60466	03/26/24	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	67.87
60467	03/26/24	Printed			18883	WAXIE SANITARY SUPPLY	SUPPLIES	765.34
60468	03/26/24	Printed			23453	WM LYLES	ALGAE REDUCTION MAR 2024	293,391.72

**Total Checks: 80**

**Checks Total (excluding void checks):**

**1,117,682.11**

**Total Payments: 80**

**Bank Total (excluding void checks):**

**1,117,682.11**

**Total Payments: 80**

**Grand Total (excluding void checks):**

**1,117,682.11**



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Shanna Stahl, Administrative Services Officer  
**Subject:** Quarterly Investment Report – Quarter ended March 31, 2024

*Budget Impact Overview:*

<b>N/A:</b> ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
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### RECOMMENDED ACTION: Accept and File

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;
- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months of financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City's US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of the targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months of financial obligations. The budget for fiscal year 2023-2024 reflects just over \$4.9M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.45M.

The attached schedule Analysis of Treasury Investment Pool satisfies the State's reporting requirements. Additionally, we have determined:

- The investments held at March 31, 2024 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 3.86% for the quarter ended March 31, 2024.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period April 1, 2024, through October 31, 2024.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

**Attachments:**

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 03/31/2024)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

**City of Colfax**  
**Analysis of Treasury Investment Pool**  
**Quarterly Analysis - FY2023-2024**  
**Report Date: 3/31/24**

Quarter Ended 03/31/2024					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,748,518	90%	4.12%
Corporate Checking	US Bank	N/A	\$ 721,661	10%	0.16%
<b>Total Investment Pool</b>			<b>\$ 7,470,178</b>	<b>100%</b>	<b>3.86%</b>

Quarter Ended 12/31/2023					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,897,060	94%	3.81%
Corporate Checking	US Bank	N/A	\$ 417,074	6%	0.16%
<b>Total Investment Pool</b>			<b>\$ 7,314,133</b>	<b>100%</b>	<b>3.60%</b>

Quarter Ended 09/30/2023					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,641,854	95%	3.42%
Corporate Checking	US Bank	N/A	\$ 385,570	5%	0.16%
<b>Total Investment Pool</b>			<b>\$ 8,027,424</b>	<b>100%</b>	<b>3.30%</b>



# PMIA/LAIF Performance Report as of 4/17/24



## Quarterly Performance Quarter Ended 03/31/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.30
LAIF Earnings Ratio <sup>(2)</sup> :	0.00011755619077389
LAIF Administrative Cost <sup>(1)*</sup> :	0.27
LAIF Fair Value Factor <sup>(1)</sup> :	0.994191267
PMIA Daily <sup>(1)</sup> :	4.22
PMIA Quarter to Date <sup>(1)</sup> :	4.12
PMIA Average Life <sup>(1)</sup> :	226

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

March	4.232
February	4.122
January	4.012
December	3.929
November	3.843
October	3.670

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 3/31/24 \$156.5 billion

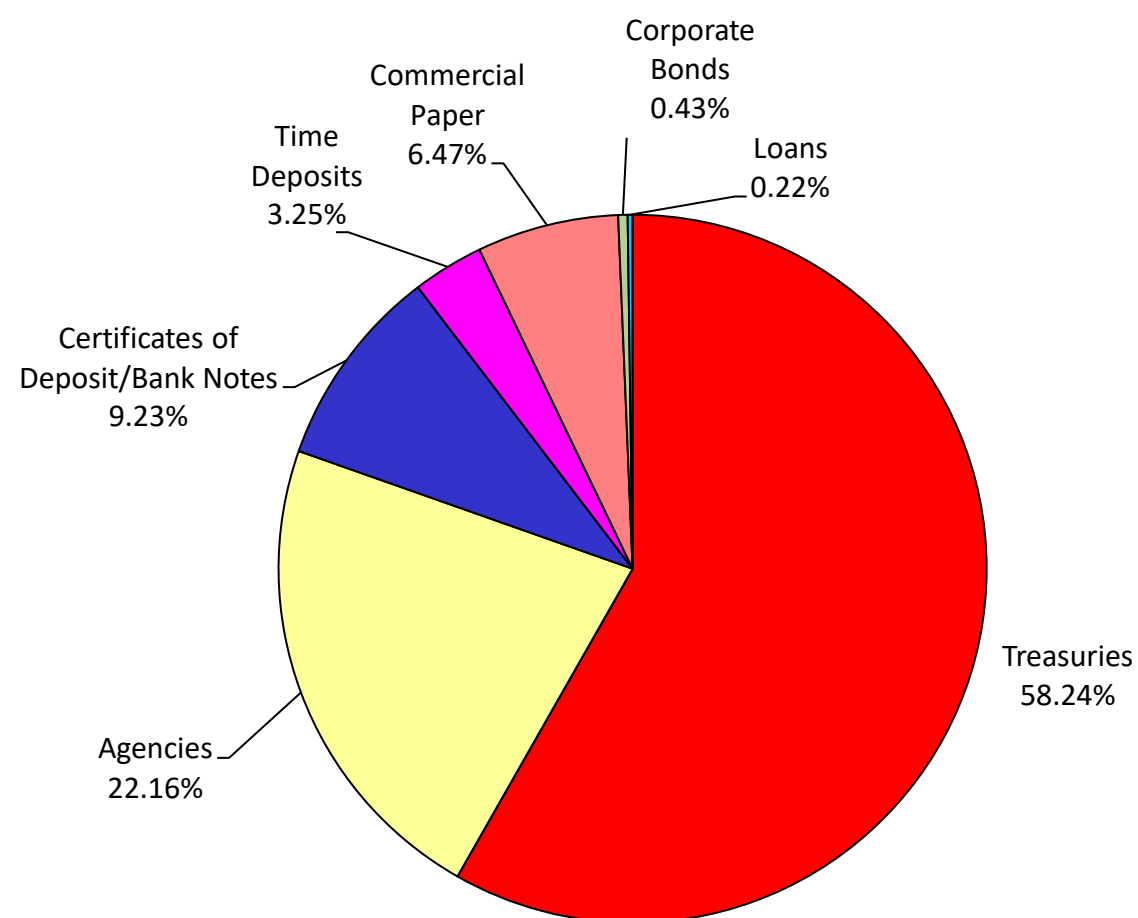


Chart does not include \$2,005,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



California State Treasurer  
*Fiona Ma, CPA*



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[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232									

\* Revised

# City of Colfax

## City Council

Resolution № 29-2014

### AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR FINANCIAL MANAGEMENT, INVESTMENT AND WHISTLEBLOWERS

---

**Whereas**, the Colfax City Council has determined that the administrative policies for financial management, investment and whistleblowers are important to the smooth and consistent financial operations of the City; and,

**Whereas**, these policies have not been updated for several years; and

**Whereas**, the annual independent audit recommended such policies be updated and in place; and,

**Whereas**, the Council has reviewed the attached policies,

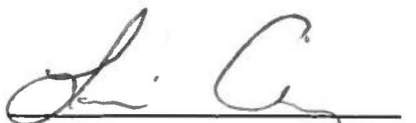
**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

**Passed and Adopted this 8th day of October by the following vote:**

**Ayes:** Douglass, Hesch, McKinney, Parnham  
**Noes:** None  
**Absent:** Barkle

  
\_\_\_\_\_  
Tony Hesch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lorraine Cassidy, City Clerk



# **CITY OF COLFAX**

## **ADMINISTRATIVE POLICIES AND PROCEDURES**

Subject: Investment Policy  
Effective Date: October 8, 2014  
Resolution: Resolution No. 29-2014

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### **SCOPE AND AUTHORITY**

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

### **INVESTMENT OBJECTIVES**

**Safety** – It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

**Liquidity** – An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

**Yield** – Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

**Public Trust** – All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

**Diversification** – The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

**Prudence** – The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

## **INVESTMENT STRATEGY**

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

## **ALLOWABLE INVESTMENT INSTRUMENTS**

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

## **REPORTING REQUIREMENTS**

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. Such report shall include at least the following information:

- Types of investments;
- Name of the institution in which funds are invested or deposited;
- Date of maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;

- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months' financial obligations.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

### **INTERNAL CONTROLS AND GENERAL GUIDELINES**

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

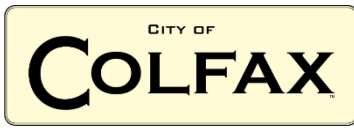
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



# Staff Report to City Council

## FOR THE May 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** R3 Consulting for SB 1383 Agreement for Compliance Assistance

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$50,000	<b>Fund(s):</b> 290
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with R3 Consulting for SB1383 compliance assistance in an amount no to exceed \$50,000.

### Summary/Background

The State of California CalRecycle Department is responsible for regulating the handling of solid waste. CalRecycle presented a 75% landfill diversion plan to the State Legislature in 2013. The 75% diversion plan included five areas the State should focus on to achieve the goal – moving organics out of the landfill, expanding recycling infrastructure, exploring new models for State and Local funding of materials management programs, promoting State procurement of post-consumer recycled content products, and promoting extended producer responsibility.

State legislation has placed a heavy focus on the organics diversion since the 75% diversion goal was established with AB 1826 Mandatory Commercial Organics and the more recent SB 1383 focused on residential customers. The City of Colfax is in compliance with AB 1826 through the free commercial organics collection program Council established in the 2016 agreement extension with Recology. SB 1383 requires jurisdictions to have programs implemented by January 1, 2022 with the potential to extend the deadline if the jurisdiction is taking actions to implement necessary programs.

The City has received a waiver for all SB 1383 requirements that is valid through January 25, 2027. Section 18984.12 (waivers and Exemptions Granted by the Department) allows a jurisdiction like the City of Colfax to request an exemption for up to five years if it reported less than 5,000 tones of solid waste in the states disposal reporting system in 2014, or if the total population is less than 7,500 people. The City also applied for and was awarded \$75,000 from the SB 1383 Local Assistance Grant this year, and received a grant for \$20,214 FY 2021/2022.

### Conclusions and Findings

Given the complexity of SB 1383 compliance requirements, staff is recommending utilizing a consultant that specializes in the solid waste industry to analyze and develop compliance programs/procedures. R3 Consulting has the experience necessary to achieve the tasks needed to comply with SB 1383; therefore, staff is recommending Council authorize the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance.

**Fiscal Impacts**

The cost of the agreement is funded from Fund 290 in an amount not to exceed \$50,000 over a two-year period.

**Attachments:**

1. Resolution \_\_-2024  
R3 Consulting SB 1383 Compliance Assistance Agreement

# City of Colfax

## City Council

Resolution № \_\_-2024

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AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH R3  
CONSULTING FOR SB1383 COMPLIANCE ASSISTANCE IN AN AMOUNT NOT TO EXCEED  
\$50,000

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**WHEREAS**, The State of California CalRecycle Department is responsible for regulating the handling of solid waste. CalRecycle presented a 75% landfill diversion plan to the state Legislature in 2013; and,

**WHEREAS**, State Legislation has placed a heavy focus on the organics diversion since the 75% diversion goal was established with AB1826 Mandatory Commercial Organics and the more recent SB 1383 focused on residential customers; and,

**WHEREAS**, SB1383 requires jurisdictions to have programs implemented by January 1, 2022 with the potential to extend the deadline if the jurisdiction is taking action to implement necessary programs; and,

**WHEREAS**, Given the complexity of SB1383 compliance requirements, staff is recommending utilizing a consultant that specializes in the solid waste industry to analyze and develop compliance programs and procedures.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with R3 Consulting for SB1383 compliance assistance in an amount not to exceed \$50,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on May 8, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this \_\_\_day of \_\_\_\_\_by and between the City of Colfax, a municipal corporation of the State of California ("City") and R3 Consulting Group, Inc. ("Consultant").

### **RECITALS**

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and professional 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 Consultant agree as follows:

### **Section 1. Services**

Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant 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.**

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant 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, Consultant 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, Consultant 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 Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant 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 Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment, and services incurred by the Consultant 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 Consultant'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 Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant 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 Consultant's field of expertise.

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

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, officials, employees, and volunteers 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 Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by



the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

## **Section 6. Insurance.**

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

- A. Workers' Compensation Coverage. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant 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. Consultant 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. Commercial General Liability Coverage (CGL). Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage insurance for all activities of the Consultant 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 the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. 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 written on the most

recent Insurance Services Office (ISO) form covering bodily injury and property damage for all activities of the Consultant 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 \$1,000,000.00 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 Consultant.
  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, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. 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, Consultant 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 Consultant 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 Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant 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 Consultant for Services rendered under the terms of this Agreement.

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

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant 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.**

Consultant 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 Consultant 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 Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant 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 Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the effective date of termination. Consultant 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 Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant 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 Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant'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.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant'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 Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant 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 Consultant.

#### **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 Consultant. Consultant 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 Consultant 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 Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

Consultant 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 Consultant's failure to comply with applicable laws, statutes, ordinances, rules, or regulations.

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

Consultant and any subconsultants 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 Consultant 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 Consultant 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 Consultant: R3 Consulting Group, Inc.  
1512 Eureka Road, Suite 220  
Roseville CA 95661

**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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

**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

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Ron Walker

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

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



APPROVED AS TO FORM:

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City Attorney

# AGREEMENT FOR CONSULTANT SERVICES

## EXHIBIT A

### 1. SCOPE OF WORK

#### Project Understanding

We understand that the City of Colfax (City), population 2,021, received an exemption from CalRecycle for all SB 1383 requirements that is valid through January 25, 2027. Section 18984.12 (Waivers and Exemptions Granted by the Department) allows a jurisdiction like Colfax to request an exemption for up to five years if it reported less than 5,000 tons of solid waste in the state's disposal reporting system in 2014, or if the total population is less than 7,500 people. The City also applied for and was awarded \$75,000 from the SB 1383 Local Assistance Grant (OWR4).

*The City will use those grant funds towards a number of initiatives to implement SB 1383 compliance, including:*

1. Complete capacity planning for edible food recovery and for organic waste processing in coordination with the County.
2. Procure recovered organic waste attributes through their relationship with Pioneer Energy to assist in meeting the procurement targets in 2024 and 2025.
3. Maintain recordkeeping as required under the regulations and to provide residents and businesses with outreach and educational materials related to organic waste.
4. Provide connections with food distribution organizations in coloration with the County and the MealPass App.
5. Collaborate with the County on education and outreach efforts.
6. Indirect costs of managing the grant funds.

#### Project Approach

R3 proposes to meet the City's needs by working collaboratively in evaluating gaps in compliance with current programs. The goal will be to develop a program that is both compliant with current legislation and cost-effective for the City's ratepayers. Given our extensive, recent experience assisting numerous jurisdictions with the planning and implementation of SB 1383, we understand the importance of prioritizing each of the requirements and are adept at guiding municipal agencies through the many requirements of SB 1383.

#### Scope of Work

##### Task 1 Grant Funds Management and Implementation

R3 will assist the City with program implementation, enhancement of programs, assistance with edible food recovery programs, record management, and SB 1383 reporting coordination.

##### Task 1.1 Capacity Planning

Placer County is responsible for preparing and submitting an organic waste recycling capacity study report and edible food recovery capacity study report to CalRecycle by August 1, 2024. The County will work directly with the City to generate the data to develop these reports. R3 will assist the City in providing this information to the County in a timely manner.

##### Task 1.2 Procurement of Recovered Organic Waste

SB 1383 requires each jurisdiction to procure a prescribed quantity of recovered organic waste products to meet a procurement target quantity based on population. The recovered organic waste products the City may choose to procure are compost and mulch; renewable gas used for fuel for transportation, electricity, or heating applications; or electricity from biomass conversion.

The City entered into an agreement with Desert View Power (DVP) to purchase procurement compliance attributes to meet the City's recovered organic waste procurement target. R3 will manage the City's agreement with DVP.

**Tasks will include:**

- › Monthly energy use request from Pioneer Energy for submittal to DVP.
- › Monthly tracking of reported energy use.
- › Quarterly and Annual review of DVP invoices.

R3 will review the DVP invoices to confirm the calculation of the purchase price in the quarterly invoice and the net purchase price in the annual invoice. R3 will coordinate with City and DVP if a dispute arises and facilitate its resolution.

**Task 1.3 Recordkeeping and Reporting**

The City is exempt from some requirements of SB 1383; however, all jurisdictions are still required to maintain an implementation record as described in Section 18984.14 of the regulations. R3 will assist the City with the development of an internal recordkeeping program. R3 will assess the current level of recordkeeping and reporting as compared to the requirements of SB 1383. R3 will then engage with City staff responsible for recordkeeping to document current practices.

As part of this task, R3 will provide a set of folders and tracking forms for the required records for data tracking. Based on the initial records provided, R3 will develop a list of additional recordkeeping needs and will develop a methodology to ensure that the City is collecting the required information and has a regular process for updating the data. SB 1383 regulations require that Implementation Records must be made available to CalRecycle within ten days of a request. R3 will develop a process to keep the data regularly updated during the grant term and will establish a process for ongoing maintenance beyond this grant cycle.

**Task 1.4 Edible Food Recovery Program**

The City's municipal code includes a mechanism for enforcement for the edible food program. To alleviate the need for enforcement on the few businesses required to comply with this, R3 proposes to use a portion of the grant funds to coordinate with the County to develop a program using an app such (e.g., Meal Pass App) to provide connections with food distribution organizations throughout the County.

**Task 1.5 Education and Outreach**

R3 will attend Regional Recycling Group (RRG) meetings coordinated by Western Placer Waste Management Agency (WPWMA) staff on behalf of the City. These meetings are used to coordinate regionwide education and outreach and R3 will provide our industry experience to assist in delivering a clear and direct message to customers throughout the County.

**Task 1.6 Grant Fund Management and Reporting**

R3 will assist the City by managing and administering the current OWR4 grant programs and submitting reports to CalRecycle. R3 will stay up to date on the current grant cycle as well as provide the City with recommendations for new grants as they become available.

**Task 2 Electronic Annual Report (EAR) to CalRecycle**

R3 will assist in expanding the level of detail provided in the 2023 Electronic Annual Report (EAR), including an update to CalRecycle on SB 1383 compliance.

Based on R3's review of the City's programs and discussion with City staff and Recology, R3 will identify any additional information or data needs for the various programs for inclusion in the EAR. Information requests will then be submitted to the various parties, as applicable, to obtain the required information.

*Additional value-added benefits include:*

- › Review of existing program descriptions and expansion for additional documentation of the excellent diversion programs active in Colfax.
- › Review and entry of data from various data sources and follow up analysis of submitted data when needed.
- › Coordination of organics capacity planning data submittal to Placer County. (See subtask 1.1)

Using the information gathered, R3 will draft the EAR and provide a draft to the City for review and comment. Our team will then finalize the EAR and provide it to the City for submission to CalRecycle. At the City's discretion, R3 will upload the information to CalRecycle's website for submittal.

As necessary, R3 will follow up with Recology to assure that all available information is accurately reported in the Annual Report.

## 2. PROJECT BUDGET

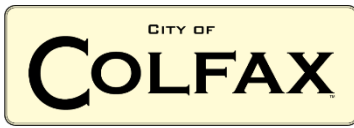
R3 proposes to complete the project for a total cost of **\$50,000**, or \$25,000 per year. Table 1, below, shows the cost breakdown. Any additional consulting services beyond those proposed will be charged at the standard rates shown in Table 2, below. Fees for the additional work will be billed monthly at the first of each month, for the preceding month, and are due within 30 days of the invoice date.

**Table 1: Breakdown of Cost**

TASK	FY 24-25	FY 25-26
1. Grant Funds Management and Implementation	\$ 19,000	\$ 19,000
2. EAR to CalRecycle	\$ 6,000	\$ 6,000
ANNUAL SUBTOTALS	\$ 25,000	\$ 25,000
CONTRACT TOTAL	\$ 50,000	

**Table 2: Standard Rates**

CLASSIFICATION	HOURLY RATE
Principal	\$ 300 per hour
Sr. Director	\$ 300 per hour
Director	\$ 255 per hour
Sr. Managing Consultant	\$ 235 per hour
Managing Consultant	\$ 210 per hour
Sr. Consultant	\$ 200 per hour
Consultant	\$ 180 per hour
Associate Consultant	\$ 165 per hour
Expert Witness	1.5x Rates Listed Above
<b>REIMBURSABLE COSTS</b>	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Agreement for Services – City Engineer – Cartwright Nor Cal

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$515,520	<b>Fund(s):</b> 100-450, 120, 250, 358, 560, 561, 575,
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to enter into a contract agreement with Cartwright Nor Cal for City Engineering Services for a term of 3-years with an option for a 2-year extension

### Summary/Background

The City needs a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding, and project implementation. Carl Moore will be designated as the City Engineer and Engineer of Record, and will approve all civil engineering plans, reports, supervise and be responsible for managing federal-aid-projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters.

### Conclusions and Findings

The City Engineer will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, the City Engineer will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

### Fiscal Impacts

The Engineering services to be performed are based on a 12-month period, at 16 hours per week, and at hourly rates included in the rate schedule. The term of the agreement is for 3 years with an option for a two year extension.

Rate Schedule	
Month/Year	City Engineer Hourly Rate
May 2024	\$190.00
January 2025	\$200.00
January 2026	\$205.00
January 2027	\$210.00
January 2028	\$215.00
January 2029	\$220.00

### Attachments:

1. Resolution \_\_-2024
2. Contract

# City of Colfax

## City Council

Resolution № \_\_-2024

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AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH CARTWRIGHT NOR CAL FOR CITY ENGINEERING SERVICES FOR A TERM OF 3-YEARS WITH AN OPTION FOR A 2-YEAR EXTENSION

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**WHEREAS**, the contract for City Engineering services is set to expire in August of 2024; and,

**WHEREAS**, City staff solicited statements of qualifications for engineering consultants on March 20, 2024 for City Engineering services; and,

**WHEREAS**, the City received one statement of qualifications on April 11, 2024 and was determined through a multi-level evaluation process Cartwright Nor Cal was a highly suited organization to meet the City Engineering needs; and,

**WHEREAS**, the scope for services provided by Cartwright Nor Cal includes developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Cartwright Nor Cal will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters for an estimated amount of \$515,520 over a 3-year term.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Cartwright Nor Cal for City Engineering services for a term of 3-years with an option for a 2-year extension.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on May 8, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**



## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this \_\_\_day of \_\_\_\_\_by and between the City of Colfax, a municipal corporation of the State of California ("City") and Cartwright Nor Cal ("Consultant").

### **RECITALS**

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and professional 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 Consultant agree as follows:

### **Section 1. Services**

Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant 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.**

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant 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, Consultant 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, Consultant 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 Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant 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 Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment, and services incurred by the Consultant 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 Consultant'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 Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant 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 Consultant's field of expertise.

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

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, officials, employees, and volunteers 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 Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by

the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

## **Section 6. Insurance.**

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

- A. **Workers' Compensation Coverage.** Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant 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. Consultant 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. **Commercial General Liability Coverage (CGL).** Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage insurance for all activities of the Consultant 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 the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. 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 written on the most recent Insurance Services Office (ISO) form covering bodily injury and property damage

for all activities of the Consultant 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 \$1,000,000.00 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 Consultant.
  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, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. 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, Consultant 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 Consultant 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 Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant 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 Consultant for Services rendered under the terms of this Agreement.

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

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant 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.**

Consultant 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 Consultant 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 Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant 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 Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the effective date of termination. Consultant 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 Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant 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 Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant'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.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant'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 Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant 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 Consultant.

#### **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 Consultant. Consultant 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 Consultant 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 Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

Consultant 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 Consultant's failure to comply with applicable laws, statutes, ordinances, rules, or regulations.

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

Consultant and any subconsultants 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 Consultant 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 Consultant 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 Consultant:              Cartwright Nor Cal  
                                         3010 Lava Ridge Court, Suite 160  
                                         Roseville, CA 95661



**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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

**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

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Ron Walker

Printed Name: Andrew MacDonald

Title: City Manager

Title: Regional Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

## **AGREEMENT FOR CONSULTANT SERVICES**

### **EXHIBIT A**

#### **DESCRIPTION OF SERVICE**

The City of Colfax is requesting the services of an engineering firm to provide on-call city engineering services under contract. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction of such services will come from the City Manager or designee.

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding and project implementation. Carl Moore will be designated as the City Engineer and Engineer of Record, and will approve all engineering plans, reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters. Cartwright Nor Cal (CNC) ("City Engineer" or "Consultant") will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Consultant will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

#### **SCOPE OF SERVICES**

##### **A. General Engineering Services**

1. City Engineer will respond to engineering related questions and problems relating to City facilities that arise during the day-to-day operation of the City. City Engineer will coordinate directly with operations staff, building officials, and/or sanitary engineering consultants.
2. City Engineer will respond to engineering related questions and problems relating to potential development that arise during the day-to-day operation of the City.
3. City Engineer will assist operations staff with condition-assessment and problem solving of existing City infrastructure and provide recommendations as requested.
4. City Engineer will assist the City, in conjunction with the local Transportation Authority and Caltrans, in researching, recommending, and managing internal and external funding for transportation projects.
5. City Engineer will coordinate with other Departments, and outside agencies, to refine the annual list of capital improvement projects, to make sure the project is needed in that year and the budget is available.
6. City Engineer will work with City staff to identify, establish, and/or update the City's engineering and development regulations, fees, and ordinances.
7. City Engineer will attend staff meetings and council meetings as requested by the City Manager or designee.

## B. Other Engineering Services and Project-Specific Tasks

1. City Engineer will assist the City Manager or designee and Planning Director in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and Master Plans, all in accordance with the Subdivision Map Act of California, the General Plan and local Master Plans and ordinances. City Engineer will assist in establishing and enforcing conditions of approval, subdivision agreements and development agreements for Council approval.
2. City Engineer will assist in developing a Capital Improvement Program (CIP) for public infrastructure. City Engineer will assist the City in establishing a multi-year CIP and annual budget. City Engineer will assist in development of street, storm water and other public infrastructure projects, cost estimates, funding and staging and will work in conjunction as necessary with the City's sanitary engineers on wastewater treatment and collection system project coordination into the overall CIP. In addition, Master Plans, engineering reports and discussions with other agencies will be used to determine what additional projects are necessary to meet the needs of the community. City Engineer will compile the project lists into a multi-year CIP for review and Council approval. City Engineer will develop a Project Budget Sheet for each capital project.
3. City Engineer will review and assist in updating the City's Mitigation Impact Fee Program and Major Projects Financing Plan to ensure development fees are adequately collected, tracked, and expended.
4. City Engineer will assist or supplement the City's Planning Director when environmental assessment/documentation services are necessary for projects. City Engineer will work with the City's consultant(s) to determine the type of environmental document required and identify the resources for completing the work.
5. Upon request by the City, City Engineer will provide engineering design services for those projects for which City Engineer has the qualifying engineer experience and staff resources.
6. City Engineer will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. City Engineer will establish the implementation schedule and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications-based selection (QBS) process. The designated City Engineer project manager will administer projects through completion. City Engineer will coordinate with other departments during development and execution of their specific projects to ensure their needs are met. City Engineer will provide peer review and plan checking as necessary. City Engineer will handle budgets and prepare requests for additional funds if justified. City Engineer will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.
7. City Engineer will review and approve all site-related improvement plans for development of residential, commercial, or industrial projects. City Engineer will assist the City in obtaining compliance with engineering standards and conditions of approval. City Engineer will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review and updating of master planning documents. City Engineer will assist the City in establishing and collecting plan check and inspection fees and construction security bonds as necessary.

8. Upon request by the City, City Engineer will update the City's Design and Construction Standards. City Engineer will utilize other agency standards plus City staff discussions to determine essential revisions to the standard plans. Recently completed updates to standard plans from other Northern California public agencies may be used in the City of Colfax along with any City-specific revisions, resulting in timely, cost-effective updates.
9. The City may periodically need the services of a licensed land surveyor and survey crew. City Engineer will contact local surveying firms to determine their availability to provide on-call surveying support. In addition, City Engineer will work with a qualified land-surveying firm on large design and construction projects.
10. Upon request by the City, City Engineer will provide resident engineering and/or inspection services for those projects for which City Engineer has the qualifying engineering experience and staff resources. These services are subject to mutual agreement between the City and City Engineer and the availability of City Engineer staff resources. The City reserves the right to contract separately for these services.

#### C. Time and Manner of Payment

1. The General Engineering Services will be paid based on actual time and materials required at the consultant's rates.
2. City Engineer shall only undertake the Other Engineering Services and Project-Specific Tasks itemized in Section B above after a budget has been developed and approved by the City Council, City Manager, or designee. City Engineer shall not incur costs in excess of the budgeted amounts without prior written authorization of the City Council, City Manager, or designee.
3. Reimbursable projects shall be charged at regular rates but the charges shall be subject to review by the City Manager or designee and a prior budget may be required.
4. Consultant shall provide fully itemized billing by period showing services performed, the individuals performing the services, and the total charge billed for that entry. A detailed description of the work performed for that period, and the amount of time spent, will be made available to the City Manager or designee upon request. The billing shall also include the remaining budget if applicable.
5. The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified.

RATE SCHEDULE	
MONTH/YEAR	City Engineer Hourly Rate
May/2024	\$190.00
January/2025	\$200.00
January/2026	\$205.00
January/2027	\$210.00
January/2028	\$215.00
January/2029	\$220.00

- (1) Both parties agree that weekly meetings and staffing at City offices may not be necessary to provide City engineering services. When weekly planned meetings or staffing are required, City Engineer agrees to provide travel time and mileage for the City Engineer, from Consultant's office at no cost to the City, based on a maximum two trips per week.



Travel time from consultant's office to the City's offices for project-specific meetings or activities will be paid based on the hourly rate of the individual.

(2) Mileage. Vehicle mileage is invoiced based on the Internal Revenue Service's current rate, for all project-specific trips. Vehicle mileage is charged for travel from the consultant's office for project-specific meetings or activities.

(3) Use of reimbursable supplies and printing will be minimized by making use of City resources whenever efficiency dictates.

(4) Rates for other staff for 2024 are as follows:

• Principal.....	\$220
• Director.....	\$210
• Sr. Project Manager.....	\$190
• Project Manager.....	\$180
• Sr. Project Engineer.....	\$175
• Project Engineer/Senior Project Designer II.....	\$165
• Sr. Project Designer.....	\$155
• Project Designer.....	\$145
• Engineering Technician.....	\$130
• Administration.....	\$110

6. Invoices will be scheduled for payment on receipt by the City in its normal warrant payment schedule and will in no event be paid later than 30 days from receipt, unless disputed. However, on any project for which as-built drawings are required to be prepared by any contractor, subcontractor or consultant, final payment to Consultant shall be made upon the City's receipt of as-built drawings reasonably acceptable to the City.

#### D. Anticipated Annual Budgets

##### **May 13, 2024 - December 31, 2024\***

592 hours @ \$190/hr

#### **T&M Budget**

**\$112,480**

##### **January 1, 2025 - December 31, 2025\*\***

832 hours @ @200/hr

**\$166,400**

##### **January 1, 2026 - December 31, 2026\*\***

832 hours @ @205/hr

**\$170,560**

##### **January 1, 2027 - December 31, 2027\*\***

832 hours @ @210/hr

**\$174,720**

##### **January 1, 2028 - December 31, 2028\*\***

832 hours @ @215/hr

**\$178,880**

##### **January 1, 2029 - May 12, 2029\*\*\***

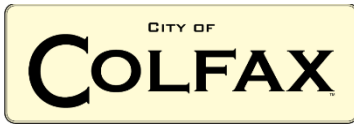
304 hours @ @220/hr

**\$ 66,880**

\*Year 2024 includes 16 weeks at 20 hours/wk (320 hours) due to current active construction projects, 2 of which are scheduled to be completed within 16 weeks. 17 remaining weeks include 16 hours/wk (272 hours).

\*\*Years 2025-2028 include 52 weeks each at 16 hours/wk.

\*\*\*Year 2029 includes 19 weeks at 16 hours/wk through the end of the contract in May.



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ronald Walker, City Manager  
**Prepared by:** Carl Moore, City Engineer  
**Subject:** Construction Materials and Compaction Testing Services for CDBG Road Rehabilitation Project

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$47,714	<b>Fund(s):</b> 210, 258, 358
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 awarding and authorizing the City Manager to execute a Construction Materials and Compaction Testing Services contract with Geocon in the amount of \$41,490 with a 15% contingency for a total amount not to exceed \$47,714 for the CDBG Road Rehabilitation Project.

### Summary/Background

In October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, approving a grant amount of \$4,054,709 for the CDBG Road Rehabilitation Project that includes \$3,482,644 in grant funds and a City match of \$572,065.

The project construction documents were bid, and Hansen Bros. Enterprises was awarded the project through City Council approval on February 28, 2024 in Resolution No. 08-2024.

A Request for Qualifications for Construction Materials and Compaction Testing (MCT) services was advertised to bid on March 30, 2024, with bids due on April 11, 2024. Qualifications were received from four firms including Blackburn, Geocon, KGS Group, and Crawford & Associates. The qualifications were evaluated and scored with Geocon as the highest scoring firm. Geocon also provides MCT services on the city's State Water Resources Control Board grant projects for the Solar, Algae Reduction, and I&I Mitigation Projects which should also provide cost savings for the city.

### Related Resolutions:

Resolution No.	Company/Service	NTE Amount
30-2020	GHD-Survey	\$ 29,612.00
37-2020	Crawford & Associates, Inc- Geotechnical Engineering Services	\$ 33,875.10
49-2020	Adams Ashby Group-Grant Consulting	\$ 171,700.00
63-2020	GHD-Survey	\$ 5,850.00
25-2021	GHD-Design Services	\$ 333,838.00
18-2023	GHD-Design Services	\$ 65,550.00
08-2024	Hansen Bros. Enterprises-Construction	\$ 1,988,470.00
XX-2024	Psomas-CM Services (pending)	\$ 388,995.00
XX-2024	GeoCon-Materials and Compaction Testing Services (pending)	\$ 47,714.00
N/A	<b>Total</b>	<b>\$ 3,065,604.10</b>

### **Fiscal Impact**

The original grant application budget and current project awards and estimates are reflected in the chart below:

	<b>Project Funding</b>	
	<b>Grant Application Budget</b>	<b>Estimate 02/28/24</b>
CDBG Grant Funding	\$ 3,482,644.00	\$ 3,482,644.00
City Match *	\$ 572,065.00	\$ 572,065.00
<b>Total Funding</b>	<b>\$ 4,054,709.00</b>	<b>\$ 4,054,709.00</b>
	<b>Project Expenses</b>	
	<b>Grant Application Budget</b>	<b>Award/Estimate</b>
Construction	\$ 3,119,363.00	\$ 1,988,470.00
Engineering	\$ 374,323.00	\$ 470,000.00
Inspection	\$ 374,323.00	\$ 436,700.00
Labor Compliance	\$ 96,700.00	\$ 96,700.00
General Admin City	\$ 15,000.00	\$ 15,000.00
General Admin - Consultant	\$ 75,000.00	\$ 75,000.00
<b>Total Expenses</b>	<b>\$ 4,054,709.00</b>	<b>\$ 3,081,870.00</b>

\*City match is anticipated to be paid by Fund 258 Streets Funding (includes RSTBG and current/future SB1 funding) and Fund 210 – Road Mitigation Fees.

The CDBG Grant is based on actual expenditures (not grant award amount) and the City will be reimbursed only for allowable costs in accordance with CDBG guidelines on the project. Due to the lower than anticipated construction costs, staff will be reviewing project scope and City match percentage requirements with CDBG personnel.

### **Recommendation**

Staff is recommending the City Council award and authorize the City Manager to execute a Construction Management contract with Psomas based on their bid proposal with a 15% contingency for a total not to exceed amount of \$47,714.

### **Attachments:**

1. Resolution \_\_-2024
2. Resolutions 30-2020, 37-2020, 49-2020, 63-2020, 25-2021, 18-2023, 08-2024
3. Contract





# City of Colfax

## City Council

Resolution № \_\_ - 2024

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AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MATERIALS AND COMPACTION TESTING CONTRACT WITH GEOCON IN THE AMOUNT OF \$41,490 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$47,700 FOR THE CDBG ROAD REHABILITATION PROJECT

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**WHEREAS**, in October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, approving a grant amount of \$4,054,709 for the CDBG Road Rehabilitation Project that includes \$3,482,644 in grant funds and a city match of \$572,065; and,

**WHEREAS**, on February 28, 2024, City Council approved the construction contract for the CDBG Road Rehabilitation Project be awarded to Hansen Bros. Enterprises; and,

**WHEREAS**, on March 30, 2024, the CDBG Road Rehabilitation Materials and Compaction Testing Request for Qualifications was advertised to bid through the Auburn Journal, the City's website, City Hall, and CIPList.com website. Qualifications were due on April 11, 2024, at 3:00 P.M. The city received qualification responses for the Construction Materials and Compaction Testing services for the project from four firms. Staff evaluated and scored the qualifications; and,

**WHEREAS**, Geocon was determined to be the highest scoring firm.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax awards and authorizes the City Manager to execute a Construction Materials and Compaction Testing Services contract with Geocon for \$41,490.00 with a 15% contingency for a total not to exceed amount of \$47,714.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 8<sup>th</sup> of May 2024 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim A. Douglass, Mayor**

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**Amanda Ahre, City Clerk**

# City of Colfax

## City Council

### Resolution № 30-2020

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GHD INC. TO PROVIDE TOPOGRAPHIC SURVEYING SERVICES FOR THE CDBG ROAD REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$29,612**

---

**WHEREAS**, On April 22, 2010, the City Council directed staff to prepare a Community Development Block Grant (CDBG) application for a Road Rehabilitation project in the amount of \$3,500,000. Staff is in the process of preparing the application; and

**WHEREAS**, the first step in preparation of the construction drawings is to conduct a detailed field topographic survey of the affected streets; and

**WHEREAS**, the City has received a Scope of Work and Fee Proposal from the City's contracted City Engineering consultant GHD, Inc. in the amount of \$29,612.00 which staff finds acceptable.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with GHD Inc. to provide topographic surveying services for the CDBG Road Rehabilitation Project in an amount not to exceed \$29,612.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 10th of June, 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Fatula



**Marnie Mendoza, Mayor**

**ATTEST:**

  
**Jaclyn Collier, City Clerk**

# City of Colfax

## City Council

### Resolution № 37-2020

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CRAWFORD & ASSOCIATES INC. TO PROVIDE GEOTECHNICAL ENGINEERING SERVICES FOR THE CDBG ROAD REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$33,875.10**

---

**WHEREAS**, On April 20, 2020, the City Council directed staff to prepare a Community Development Block Grant (CDBG) application for a Road Rehabilitation project in the amount of \$3,500,000; and

**WHEREAS**, Staff has already submitted for the first phase of the funding in the amount of \$2,754,035; and,

**WHEREAS**, an integral step in the preparation of the construction drawings is to prepare a Geotechnical Engineering Report; and,

**WHEREAS**, the City has received a Scope of Work and Fee Proposal from the firm of Crawford & Associates, Inc. in the amount of \$33,875.10 which staff finds acceptable.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to enter into an agreement with Crawford & Associates, Inc. to provide Geotechnical Engineering services for the CDBG Road Rehabilitation Project in an amount not to exceed \$33,875.10.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 24<sup>th</sup> of June 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:** 



**Marlie Mendoza, Mayor**

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**Amy Lind, Interim City Clerk**

# City of Colfax

## City Council

### Resolution № 49-2020

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**AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC. PROVIDING GRANT WRITING, ADMINISTRATION AND IMPLEMENTATION SERVICES FOR STATE AND FEDERAL GRANT PROGRAMS IN AN AMOUNT NOT TO EXCEED \$500,000 FOR A 5-YEAR TERM.**

---

**WHEREAS**, On May 19, 2020, the City of Colfax issued a Request for Proposals to provide services to the City of Colfax related to Community Development Block Grant and Other State and Federal funding programs including Administration and Labor Standards Compliance Services (State Prevailing Wage and Davis Bacon Compliance); and,

**WHEREAS**, staff received a total of 2 responses; Contractor Compliance and Monitoring, Inc. and Adams Ashby Group; and,

**WHEREAS**, Adams Ashby Group, Inc. proposal was reviewed and found to provide the necessary qualifications, references, and costs were within the standards of services as evidenced by the cost reasonable analysis conducted by staff; and,

**WHEREAS**, all costs to perform the work outlined in the proposal will be funded through awarded grant funds excluding costs for applications.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc. providing Grant Writing, Administration and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000 for a 5-year term.


**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> of August 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

  
\_\_\_\_\_  
Marnie Mendoza, Mayor

**ATTEST:**

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

# City of Colfax

## City Council

### Resolution № 63-2020

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AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT FOR CONSULTANT SERVICES WITH GHD INC. FOR TOPOGRAPHIC SURVEYING SERVICES ASSOCIATED WITH THE FUTURE COMMUNITY DEVELOPMENT BLOCK GRANT PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$5,850 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$35,462

---

**WHEREAS**, on June 10, 2020, the City Council approved Resolution 30-2020 which authorized the City Manager to execute an agreement for Consulting Services with GHD Inc. to perform topographic services associated with City streets identified in the Community Development Block Grant (CDBG) Pavement Rehabilitation application; and,

**WHEREAS**, the post processing of the electronic data collected in the field is requiring additional effort due to the complexity and number of the data points collected; and,

**WHEREAS**, staff has received a not to exceed estimate of \$5,850.00 to complete the additional work identified and finds this estimate acceptable.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to amend the Agreement for Consulting Services with GHD Inc. for topographic surveying services for the Community Development Block Grant Pavement Rehabilitation project in the not to exceed amount of \$5,850.00 for a total contract not to exceed amount of \$35,462.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 28<sup>th</sup> of October 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Mendoza

**ATTEST:**

  
Jaclyn Collier, City Clerk

  
Sean Lomen, Mayor Pro Tem

# City of Colfax

## City Council

### Resolution № 25-2021

---

**ADOPT RESOLUTION 25-2021 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH GHD INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ROAD REHABILITATION IN AN AMOUNT NOT TO EXCEED \$333,838**

---

**WHEREAS**, On April 22, 2020, the City Council directed staff to prepare a CDBG application for a Road Rehabilitation Project, which first grant application was submitted to the State Housing and Community Development Department (HCCD) on May 21, 2020; and,

**WHEREAS**, the first grant application roadway segments included portions of Church Street, Culver Street, School Street, Pleasant Street, and Forest Hill Street, with a total grant request of \$2,954,035; and,

**WHEREAS**, a second grant request was submitted on July 10, 2020, for portions of Pine Street and the intersection of Culver Street with Oak Ave. in the amount of \$494,109; and,

**WHEREAS**, since the submittals staff has been coordinating on a date for funding of at least the first grant application and the city has been informed that there are only a few remaining applications ahead of the city's first grant application; and,

**WHEREAS**, once funding is authorized the city has only ninety (90) days to complete the engineering design documents and have the project ready for bidding.

**WHEREAS**, the City Council finds and determines that it is in the City's best interests to authorize the City Manager to execute a contract with GHD for final design and bid documents for the projects included in the City's both grant application, anticipating that final HCD approval will soon be received and recognizing the need to timely submit final design and bid documents once final HCD approval is received.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a Consultant Services Agreement with GHD Inc. for final design and bid documents for the CDBG Road Rehabilitation project included in the City's two grant applications in the amount of \$333,838. The City Council further directs the City Manager not to authorize GHD to begin the design work until such time that funding from the HCCD is received.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 9th day of June 2021 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**



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**Sean Lomen, Mayor**

**ATTEST:**



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**Amy Lind, Interim City Clerk**



# City of Colfax

## City Council

### Resolution № 18-2023

---

**AUTHORIZING THE CITY MANAGER TO AMEND THE GHD BUDGET FOR ENGINEERING DESIGN SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ROAD REHABILITATION IN AN AMOUNT NOT TO EXCEED \$65,550.**

---

**WHEREAS**, On April 22, 2020, the City Council directed staff to prepare a CDBG application for a Road Rehabilitation Project, which first grant application was submitted to the State Housing and Community Development Department (HCCD) on May 21, 2020; and,

**WHEREAS**, the first grant application roadway segments included portions of Church Street, Culver Street, School Street, Pleasant Street, and Forest Hill Street, with a total grant request of \$2,954,035; and,

**WHEREAS**, a second grant request was submitted on July 10, 2020, for portions of Pine Street and the intersection of Culver Street with Oak Ave. in the amount of \$494,109; and,

**WHEREAS**, since the submittals staff has been coordinating on a date for funding of at least the first grant application and the city has been informed that there are only a few remaining applications ahead of the city's first grant application; and,

**WHEREAS**, once funding is authorized the city has only ninety (90) days to complete the engineering design documents and have the project ready for bidding.

**WHEREAS**, the City Council approved Resolution 25-2021 authorizing the City Manager to enter into agreement with GHD for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$333,838.

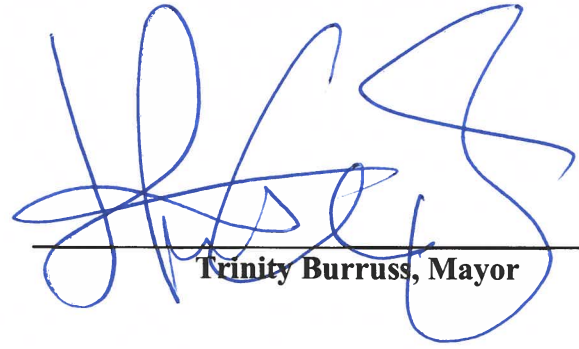
**WHEREAS**, the City Council finds and determines that it is in the City's best interests to approve a budget amendment with GHD for final design and bid documents for the projects included in the City's grant applications, anticipating that final HCD approval will soon be received and recognizing the need to timely submit final design and bid documents once final HCD approval is received.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to amend the GHD budget for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$65,550.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8th day of June 2023 by the following vote of the Council:



**AYES: Lomen, Douglass, Burruss**  
**NOES:**  
**ABSTAIN:**  
**ABSENT: Ackerman**

  
\_\_\_\_\_  
**Trinity Burruss, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**Marguerite Bailey, City Clerk**

# City of Colfax

## City Council

### Resolution № 8- 2024

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AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH HANSEN BROS. ENTERPRISES IN THE AMOUNT OF \$1,729,104.00 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$1,988,470.00 FOR THE CDBG ROAD REHABILITATION PROJECT

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**WHEREAS**, in October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, which includes the approved grant amount of \$3,482,644.00; and,

**WHEREAS**, on December 5, 2023 the CDBG Road Rehabilitation Project was advertised to bid through the Auburn Journal, the City's website, City Hall, and CIPList.com website. Bid responses were due January 18, 2024 at 3:00 P.M. The City received six bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids; and,

**WHEREAS**, Hansen Bros. Enterprises was determined to be the lowest responsible and responsive bidder in the amount of \$1,729,104.00; and,

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax awards and authorizes the City Manager to execute a construction contract with Hansen Bros. Enterprises for \$1,729,104.00 with a 15% contingency for a total not to exceed amount of \$1,988,470.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 28<sup>th</sup> of February 2024 by the following vote of the Council:

**AYES:** Burruss, Hillberg, McCully, Lomen, Douglass

**NOES:**


**ABSTAIN:**

**ABSENT:**



Kim A. Douglass, Mayor

**ATTEST:**



Amy Lind, Interim City Clerk

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this \_\_\_day of \_\_\_\_\_by and between the City of Colfax, a municipal corporation of the State of California ("City") and Geocon Consultants Inc. ("Consultant").

### **RECITALS**

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant 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 Consultant agree as follows:

### **Section 1. Services**

Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant 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.**

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant 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, Consultant 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, Consultant 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 Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant 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 Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment, and services incurred by the Consultant 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 Consultant'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 Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant 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 Consultant's field of expertise.

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

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, officials, employees, and volunteers 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 Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by

the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

## **Section 6. Insurance.**

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

- A. Workers' Compensation Coverage. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant 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. Consultant 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. Commercial General Liability Coverage (CGL). Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage insurance for all activities of the Consultant 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 the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. 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 written on the most

recent Insurance Services Office (ISO) form covering bodily injury and property damage for all activities of the Consultant 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 \$1,000,000.00 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 Consultant.
  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, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. 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, Consultant 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 Consultant 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 Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant 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 Consultant for Services rendered under the terms of this Agreement.

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

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant 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.**

Consultant 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 Consultant 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 Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant 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 Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the effective date of termination. Consultant 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 Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant 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 Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant'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.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant'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 Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant 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 Consultant.

#### **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 Consultant. Consultant 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 Consultant 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 Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

Consultant 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 Consultant's failure to comply with applicable laws, statutes, ordinances, rules, or regulations.

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

Consultant and any subconsultants 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 Consultant 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 Consultant 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 Consultant:       Geocon Consultants Inc.  
                                  3160 Gold Valley Dr.  
                                  Rancho Cordova, CA 95742

**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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

**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

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

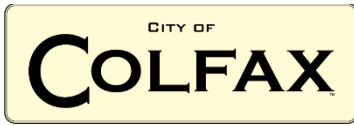
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ronald Walker, City Manager  
**Prepared by:** Carl Moore, City Engineer  
**Subject:** Construction Management Services for CDBG Road Rehabilitation Project

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$388,995	<b>Fund(s):</b> 210, 258, 358
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 awarding and authorizing the City Manager to execute a Construction Management Services contract with Psomas in the amount of \$338,256 with a 15% contingency for a total amount not to exceed \$388,995 for the CDBG Road Rehabilitation Project.

### Summary/Background

In October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, approving a grant amount of \$4,054,709 for the CDBG Road Rehabilitation Project that includes \$3,482,644 in grant funds and a City match of \$572,065.

The project construction documents were bid, and Hansen Bros. Enterprises was awarded the project through City Council approval on February 28, 2024 in Resolution No. 08-2024.

A Request for Qualifications for Construction Management and Inspection (CM&I) services was advertised to bid on March 30, 2024, with bids due on April 11, 2024. Qualifications were received from three firms including 4Leaf, Blackburn, and Psomas. The qualifications were evaluated and scored with Psomas as the highest scoring firm. Psomas also provides CM&I services on the city's State Water Resources Control Board grant projects for the Solar, Algae Reduction, and I&I Mitigation Projects which should also provide cost savings for the city.

### Related Resolutions:

Resolution No.	Company/Service	NTE Amount
30-2020	GHD-Survey	\$ 29,612.00
37-2020	Crawford & Associates, Inc- Geotechnical Engineering Services	\$ 33,875.10
49-2020	Adams Ashby Group-Grant Writing	\$ 96,700.00
63-2020	GHD-Survey	\$ 5,850.00
25-2021	GHD-Design Services	\$ 333,838.00
18-2023	GHD-Design Services	\$ 65,550.00
08-2024	Hansen Bros. Enterprises- Construction	\$ 1,988,470.00
XX-2024	Psomas-CM Services (pending)	\$ 388,995.00
XX-2024	GeoCon-Materials Testing Services (pending)	\$ 47,714.00
N/A	<b>Total</b>	<b>\$ 3,065,604.10</b>

### **Fiscal Impact**

The original grant application budget and current project awards and estimates are reflected in the chart below:

	Project Funding	
	Grant Application Budget	Estimate 02/28/24
CDBG Grant Funding	\$ 3,482,644.00	\$ 3,482,644.00
City Match *	\$ 572,065.00	\$ 572,065.00
<b>Total Funding</b>	<b>\$ 4,054,709.00</b>	<b>\$ 4,054,709.00</b>
	Project Expenses	
	Grant Application Budget	Award/Estimate
Construction	\$ 3,119,363.00	\$ 1,988,470.00
Engineering	\$ 374,323.00	\$ 470,000.00
Inspection	\$ 374,323.00	\$ 436,700.00
Labor Compliance	\$ 96,700.00	\$ 96,700.00
General Admin City	\$ 15,000.00	\$ 15,000.00
General Admin - Consultant	\$ 75,000.00	\$ 75,000.00
<b>Total Expenses</b>	<b>\$ 4,054,709.00</b>	<b>\$ 3,081,870.00</b>

\*City match is anticipated to be paid by Fund 258 Streets Funding (includes RSTBG and current/future SB1 funding) and Fund 210 – Road Mitigation Fees.

The CDBG Grant is based on actual expenditures (not grant award amount) and the City will be reimbursed only for allowable costs in accordance with CDBG guidelines on the project. Due to the lower than anticipated construction costs, staff will be reviewing project scope and City match percentage requirements with CDBG personnel.

### **Recommendation**

Staff is recommending the City Council award and authorize the City Manager to execute a Construction Management contract with Psomas based on their proposal of \$338,256.00 with a 15% contingency of \$50,739.00 for a total not to exceed amount of \$388,995.00.

### **Attachments:**

1. Resolution \_\_-2024
2. Resolutions 30-2020, 37-2020, 49-2020, 63-2020, 25-2021, 18-2023, 08-2024
3. Contract

# City of Colfax

## City Council

Resolution № \_\_ - 2024

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AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES CONTRACT WITH PSOMAS IN THE AMOUNT OF \$338,256 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$388,995 FOR THE CDBG ROAD REHABILITATION PROJECT

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**WHEREAS**, in October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, approving a grant amount of \$4,054,709 for the CDBG Road Rehabilitation Project that includes \$3,482,644 in grant funds and a city match of \$572,065; and,

**WHEREAS**, on February 28, 2024, City Council approved the construction contract for the CDBG Road Rehabilitation Project be awarded to Hansen Bros. Enterprises; and,

**WHEREAS**, on March 30, 2024, the CDBG Road Rehabilitation Construction Management and Inspection Services Request for Qualifications was advertised to bid through the Auburn Journal, the City's website, City Hall, and CIPList.com website. Qualifications were due on April 11, 2024, at 3:00 P.M. The city received qualification responses for the Construction Management and Inspection services for the project from three firms. Staff evaluated and scored the qualifications; and,

**WHEREAS**, Psomas was determined to be the highest scoring firm.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax awards and authorizes the City Manager to execute a Construction Management and Inspection Services contract with Psomas for \$338,256.00 with a 15% contingency of \$50,739.00 for a total not to exceed amount of \$388,995.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 8<sup>th</sup> of May 2024 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim A. Douglass, Mayor**

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**Amanda Ahre, City Clerk**

# City of Colfax

## City Council

### Resolution № 30-2020

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GHD INC. TO PROVIDE TOPOGRAPHIC SURVEYING SERVICES FOR THE CDBG ROAD REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$29,612**

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**WHEREAS**, On April 22, 2010, the City Council directed staff to prepare a Community Development Block Grant (CDBG) application for a Road Rehabilitation project in the amount of \$3,500,000. Staff is in the process of preparing the application; and

**WHEREAS**, the first step in preparation of the construction drawings is to conduct a detailed field topographic survey of the affected streets; and

**WHEREAS**, the City has received a Scope of Work and Fee Proposal from the City's contracted City Engineering consultant GHD, Inc. in the amount of \$29,612.00 which staff finds acceptable.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with GHD Inc. to provide topographic surveying services for the CDBG Road Rehabilitation Project in an amount not to exceed \$29,612.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 10th of June, 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Fatula



**Marnie Mendoza, Mayor**

**ATTEST:**

  
Jaclyn Collier, City Clerk



# City of Colfax

## City Council

### Resolution № 37-2020

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CRAWFORD & ASSOCIATES INC. TO PROVIDE GEOTECHNICAL ENGINEERING SERVICES FOR THE CDBG ROAD REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$33,875.10**

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**WHEREAS**, On April 20, 2020, the City Council directed staff to prepare a Community Development Block Grant (CDBG) application for a Road Rehabilitation project in the amount of \$3,500,000; and

**WHEREAS**, Staff has already submitted for the first phase of the funding in the amount of \$2,754,035; and,

**WHEREAS**, an integral step in the preparation of the construction drawings is to prepare a Geotechnical Engineering Report; and,

**WHEREAS**, the City has received a Scope of Work and Fee Proposal from the firm of Crawford & Associates, Inc. in the amount of \$33,875.10 which staff finds acceptable.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to enter into an agreement with Crawford & Associates, Inc. to provide Geotechnical Engineering services for the CDBG Road Rehabilitation Project in an amount not to exceed \$33,875.10.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 24<sup>th</sup> of June 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:** 



Marlie Mendoza, Mayor

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Amy Lind, Interim City Clerk

# City of Colfax

## City Council

### Resolution № 49-2020

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AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC. PROVIDING GRANT WRITING, ADMINISTRATION AND IMPLEMENTATION SERVICES FOR STATE AND FEDERAL GRANT PROGRAMS IN AN AMOUNT NOT TO EXCEED \$500,000 FOR A 5-YEAR TERM.

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**WHEREAS**, On May 19, 2020, the City of Colfax issued a Request for Proposals to provide services to the City of Colfax related to Community Development Block Grant and Other State and Federal funding programs including Administration and Labor Standards Compliance Services (State Prevailing Wage and Davis Bacon Compliance); and,

**WHEREAS**, staff received a total of 2 responses; Contractor Compliance and Monitoring, Inc. and Adams Ashby Group; and,

**WHEREAS**, Adams Ashby Group, Inc. proposal was reviewed and found to provide the necessary qualifications, references, and costs were within the standards of services as evidenced by the cost reasonable analysis conducted by staff; and,

**WHEREAS**, all costs to perform the work outlined in the proposal will be funded through awarded grant funds excluding costs for applications.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc. providing Grant Writing, Administration and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000 for a 5-year term.


**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> of August 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

  
\_\_\_\_\_  
Marnie Mendoza, Mayor

**ATTEST:**

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

# City of Colfax

## City Council

### Resolution № 63-2020

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AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT FOR CONSULTANT SERVICES WITH GHD INC. FOR TOPOGRAPHIC SURVEYING SERVICES ASSOCIATED WITH THE FUTURE COMMUNITY DEVELOPMENT BLOCK GRANT PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$5,850 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$35,462

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**WHEREAS**, on June 10, 2020, the City Council approved Resolution 30-2020 which authorized the City Manager to execute an agreement for Consulting Services with GHD Inc. to perform topographic services associated with City streets identified in the Community Development Block Grant (CDBG) Pavement Rehabilitation application; and,

**WHEREAS**, the post processing of the electronic data collected in the field is requiring additional effort due to the complexity and number of the data points collected; and,

**WHEREAS**, staff has received a not to exceed estimate of \$5,850.00 to complete the additional work identified and finds this estimate acceptable.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to amend the Agreement for Consulting Services with GHD Inc. for topographic surveying services for the Community Development Block Grant Pavement Rehabilitation project in the not to exceed amount of \$5,850.00 for a total contract not to exceed amount of \$35,462.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 28<sup>th</sup> of October 2020 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Mendoza

**ATTEST:**

  
Jaclyn Collier, City Clerk

  
Sean Lomen, Mayor Pro Tem

# City of Colfax

## City Council

### Resolution № 25-2021

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**ADOPT RESOLUTION 25-2021 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH GHD INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ROAD REHABILITATION IN AN AMOUNT NOT TO EXCEED \$333,838**

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**WHEREAS**, On April 22, 2020, the City Council directed staff to prepare a CDBG application for a Road Rehabilitation Project, which first grant application was submitted to the State Housing and Community Development Department (HCCD) on May 21, 2020; and,

**WHEREAS**, the first grant application roadway segments included portions of Church Street, Culver Street, School Street, Pleasant Street, and Forest Hill Street, with a total grant request of \$2,954,035; and,

**WHEREAS**, a second grant request was submitted on July 10, 2020, for portions of Pine Street and the intersection of Culver Street with Oak Ave. in the amount of \$494,109; and,

**WHEREAS**, since the submittals staff has been coordinating on a date for funding of at least the first grant application and the city has been informed that there are only a few remaining applications ahead of the city's first grant application; and,

**WHEREAS**, once funding is authorized the city has only ninety (90) days to complete the engineering design documents and have the project ready for bidding.

**WHEREAS**, the City Council finds and determines that it is in the City's best interests to authorize the City Manager to execute a contract with GHD for final design and bid documents for the projects included in the City's both grant application, anticipating that final HCD approval will soon be received and recognizing the need to timely submit final design and bid documents once final HCD approval is received.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a Consultant Services Agreement with GHD Inc. for final design and bid documents for the CDBG Road Rehabilitation project included in the City's two grant applications in the amount of \$333,838. The City Council further directs the City Manager not to authorize GHD to begin the design work until such time that funding from the HCCD is received.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 9th day of June 2021 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**



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**Sean Lomen, Mayor**

**ATTEST:**



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**Amy Lind, Interim City Clerk**

# City of Colfax

## City Council

### Resolution № 18-2023

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**AUTHORIZING THE CITY MANAGER TO AMEND THE GHD BUDGET FOR ENGINEERING DESIGN SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ROAD REHABILITATION IN AN AMOUNT NOT TO EXCEED \$65,550.**

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**WHEREAS**, On April 22, 2020, the City Council directed staff to prepare a CDBG application for a Road Rehabilitation Project, which first grant application was submitted to the State Housing and Community Development Department (HCCD) on May 21, 2020; and,

**WHEREAS**, the first grant application roadway segments included portions of Church Street, Culver Street, School Street, Pleasant Street, and Forest Hill Street, with a total grant request of \$2,954,035; and,

**WHEREAS**, a second grant request was submitted on July 10, 2020, for portions of Pine Street and the intersection of Culver Street with Oak Ave. in the amount of \$494,109; and,

**WHEREAS**, since the submittals staff has been coordinating on a date for funding of at least the first grant application and the city has been informed that there are only a few remaining applications ahead of the city's first grant application; and,

**WHEREAS**, once funding is authorized the city has only ninety (90) days to complete the engineering design documents and have the project ready for bidding.

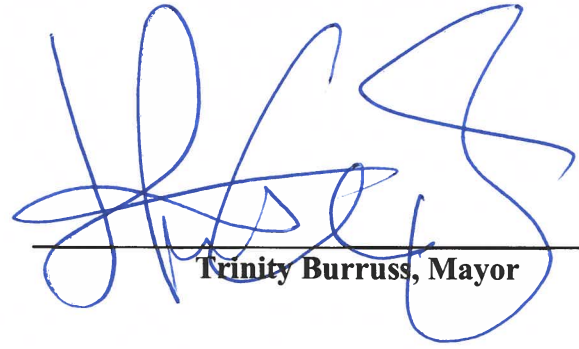
**WHEREAS**, the City Council approved Resolution 25-2021 authorizing the City Manager to enter into agreement with GHD for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$333,838.

**WHEREAS**, the City Council finds and determines that it is in the City's best interests to approve a budget amendment with GHD for final design and bid documents for the projects included in the City's grant applications, anticipating that final HCD approval will soon be received and recognizing the need to timely submit final design and bid documents once final HCD approval is received.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to amend the GHD budget for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$65,550.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8th day of June 2023 by the following vote of the Council:

**AYES: Lomen, Douglass, Burruss**  
**NOES:**  
**ABSTAIN:**  
**ABSENT: Ackerman**



Trinity Burruss, Mayor

**ATTEST:**



Marguerite Bailey, City Clerk



# City of Colfax

## City Council

### Resolution № 8- 2024

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AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH HANSEN BROS. ENTERPRISES IN THE AMOUNT OF \$1,729,104.00 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$1,988,470.00 FOR THE CDBG ROAD REHABILITATION PROJECT

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**WHEREAS**, in October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, which includes the approved grant amount of \$3,482,644.00; and,

**WHEREAS**, on December 5, 2023 the CDBG Road Rehabilitation Project was advertised to bid through the Auburn Journal, the City's website, City Hall, and CIPList.com website. Bid responses were due January 18, 2024 at 3:00 P.M. The City received six bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids; and,

**WHEREAS**, Hansen Bros. Enterprises was determined to be the lowest responsible and responsive bidder in the amount of \$1,729,104.00; and,

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax awards and authorizes the City Manager to execute a construction contract with Hansen Bros. Enterprises for \$1,729,104.00 with a 15% contingency for a total not to exceed amount of \$1,988,470.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 28<sup>th</sup> of February 2024 by the following vote of the Council:

**AYES:** Burruss, Hillberg, McCully, Lomen, Douglass

**NOES:**


**ABSTAIN:**

**ABSENT:**



Kim A. Douglass, Mayor

**ATTEST:**



Amy Lind, Interim City Clerk



## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this \_\_\_day of \_\_\_\_\_by and between the City of Colfax, a municipal corporation of the State of California ("City") and Psomas ("Consultant").

### **RECITALS**

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant 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 Consultant agree as follows:

### **Section 1. Services**

Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant 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.**

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant 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, Consultant 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, Consultant 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 Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant 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 Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment, and services incurred by the Consultant 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 Consultant'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 Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant 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 Consultant's field of expertise.

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

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, officials, employees, and volunteers 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 Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by

the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

## **Section 6. Insurance.**

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

- A. Workers' Compensation Coverage. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant 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. Consultant 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. Commercial General Liability Coverage (CGL). Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage insurance for all activities of the Consultant 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 the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. 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 written on the most

recent Insurance Services Office (ISO) form covering bodily injury and property damage for all activities of the Consultant 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 \$1,000,000.00 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 Consultant.
  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, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. 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, Consultant 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 Consultant 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 Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant 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 Consultant for Services rendered under the terms of this Agreement.

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

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant 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.**

Consultant 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 Consultant 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 Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant 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 Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the effective date of termination. Consultant 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 Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant 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 Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant'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.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant'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 Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant 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 Consultant.

#### **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 Consultant. Consultant 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 Consultant 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 Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

Consultant 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 Consultant's failure to comply with applicable laws, statutes, ordinances, rules, or regulations.

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

Consultant and any subconsultants 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 Consultant 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 Consultant 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 Consultant: Psomas  
1410 Rocky Ridge Dr. Suite 300  
Roseville, CA 95661

**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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

**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

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

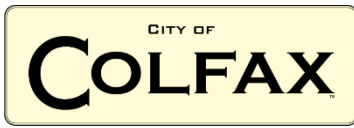
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Future Skate Park Location

*Budget Impact Overview:*

<b>N/A:</b> X	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
---------------	----------------	-------------------	----------------	-----------------

**RECOMMENDED ACTION:** Discuss and provide direction to staff.

### Summary/Background

The Colfax Skate Park project has been in the works for close to a decade with much discussion about project costs, design, construction, and location over the years. On October 23, 2019, the City Council adopted Resolution 51-2019 which formally approved locating the Skate Park adjacent to the Splash pad. Recently multiple city council members and community members have expressed concerns with the current project location and feel that Lion's Park may not be the best location for the Skate Park.

### Conclusions and Findings

Staff is asking for the City Councilmembers to discuss the current location and possible alternative locations and provide direction.

### Fiscal Impacts

There is no fiscal impact to the city.

### Attachments:

None.



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Agreement Between the City of Colfax and the County of Placer for funding to build a Skatepark Feature at Lion's Park.

*Budget Impact Overview:*

N/A:	Funded:	Un-funded:	Amount: \$0	Fund(s):
------	---------	------------	-------------	----------

**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement between the City of Colfax and the County of Placer for funding to build a skate park.

### Summary/Background

On October 23, 2019, the City Council adopted Resolution 51 - 2019 which formally approved locating the Skate Park adjacent to the Splash pad at the Lion's Park. This project has experienced multiple delays and has yet to be completed. The skate park, a Colfax Green Machine Project, for which donations have been promised and/or collected from the community over the years.

In 2022 the City entered into an agreement with the County of Placer in which the County agreed to provide Park Dedication Fees to the City in an amount not to exceed \$75,000.00 for the procurement and installation of a new skatepark feature at the Lion's Park.

Due to escalating costs, notably prevailing wage expenses, surpassing the project budget, there's a risk of further project delays. In March 2024, the Colfax Green Machine requested additional financial support from the County of Placer for the skate park project. The County agreed to provide the City an extra \$130,000, for a total of \$205,000.00 (the original \$75,000.00 + \$130,000.00).

On April 4, 2024, the City received an new agreement from the County of Placer to reflect the additional \$130,000.00 for the Skate Park project. This new agreement, if approved by the City Council and signed by the City Manager will terminate the March 9, 2022 agreement, and is between the City and the County. The City essentially acts as a conduit for the grant funds. The agreement also asserts that the City has determined that construction of a pool onsite is not feasible.

This is a reimbursement type agreement; the City must incur funds and provide detailed invoicing to the County, the city must allocate \$369,000.00 to the project, including fees, grants and donations. All plans must be submitted to the County for approval before any work is done, the construction must be completed by December 31, 2026, and all improvements become City property. This is a 20-year agreement, terminable on 60 days' notice.

The new agreement, like the old agreement, assigns the funding to the city and not the Colfax Green Machine to manage, distribute, and track throughout the project. Also, the new agreement calls for a project completion date, and specifies the number of years the Skate Park is expected by the County to be operated. If the City terminates operations of the skate park before the end of the 20-year term, it must reimburse the County on a prorated basis ranging from \$194,750 for termination after 1 year to \$10,250 for terminating after 19 years.

Staff have reviewed the application for Skate Park funding from California State Parks, which is filed under the City's name. Additionally, California State Parks mandates that the City operates and maintains the facility for a Contract Performance Period ending on June 30, 2048.

### **Conclusions and Findings**

Staff recommends that the council proceed cautiously due to the significant penalties associated with failure to operate and maintain the facility for a minimum of 20 years as mandated by Placer County and until 2048 as stipulated by the State. Additionally, it's important to note that the City staff have not yet received from Colfax Green Machine an estimated dollar amount required for the operation and maintenance of the facility. It's important to have a clear understanding of the financial requirements before moving forward.

### **Fiscal Impacts**

The fiscal impact of accepting the agreement from Placer County will be contingent upon the duration for which the facility is operated and maintained.

### **Attachments:**

1. Resolution \_\_-2024
2. Placer County Agreement – 2022
3. Placer County Agreement - 2024
4. California Department of Parks and Recreation Grant Contract
5. California Department of Parks and Recreation Amendment to Contract

# City of Colfax

## City Council

Resolution № \_\_-2024

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### AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COLFAX AND THE COUNTY OF PLACER FOR FUNDING TO BUILD A SKATE PARK

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**WHEREAS**, in 2022 the City entered into an agreement with the County of Placer in which the County agreed to provide Park Dedication Fees to the City in an amount not to exceed \$75,000 for a Skate Park to be constructed; and,

**WHEREAS**, due to escalating construction related costs surpassing the project budget, an additional \$130,000 of financial support was later requested from the county; and,

**WHEREAS**, on April 4, 2024, the city received a new agreement from the County of Placer reflecting the additional \$130,000 of financial support for a total of \$205,000; and,

**WHEREAS**, the April 4, 2024, agreement will terminate the March 9, 2022, agreement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with the County of Placer to receive Park Dedication Fees in the amount of \$205,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on May 8, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

---

**Kim Douglass, Mayor**

---

**Amanda Ahre, City Clerk**



March 17, 2022

City Manager  
City of Colfax  
33 S. Main St.  
P.O. Box 702

Re: Agreement Between the City of Colfax and the County of Placer

Please find signed copies of the Agreement between the City of Colfax and the County of Placer for construction of a skatepark feature at Lyons Par.

Placer County Parks Administrator  
County of Placer  
Department of Parks and Open Space  
3091 County Center Dr. Ste 220  
Auburn, CA 95603

RECEIVED

MAR 28 2022

CITY OF COLFAX

Department of Parks and Open Space • 3091 County Center Drive, Suite 220 • Auburn, CA 95603  
(530) 866-4901 office • (530) 889-6809 fax • [placercountyparks@placer.ca.gov](mailto:placercountyparks@placer.ca.gov)



AGREEMENT NO: 0013000

DESCRIPTION: **AGREEMENT BETWEEN THE CITY OF COLFAX AND THE COUNTY OF PLACER FOR CONSTRUCTION OF A SKATEPARK FEATURE AT LYONS PARK**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", to provide funding for a skatepark feature at Lyons Park in Colfax, California.

**WHEREAS**, COUNTY has received funds for public parks and recreation facilities pursuant to California Government Code Section 66477, commonly known as the Quimby Act, and Placer County Code Sections 15.34.010, 16.08.100 and/or 17.54.100 (D); and,

**WHEREAS**, CITY owns a 2.7-acre park called Lyons Park (previously referred to as "Colfax Regional Park" in agreements referenced below), located at 101 Park Hill Drive in the City of Colfax; and,

**WHEREAS**, Lyons Park was constructed with active and passive recreational facilities including a swimming pool, ballpark, picnic area, basketball court and children's play area; and,

**WHEREAS**, the swimming pool facility was antiquated and not up to current building and accessibility standards, and was therefore demolished in 2010; and,

**WHEREAS**, on December 13, 2011, the COUNTY Board of Supervisors appropriated \$100,000 in park fees to the CITY for the construction of a new 45' x 75' heated swimming pool, but after the CITY was unsuccessful in securing matching funds for the project, on August 21, 2012, the Board of Supervisors redirected the funds to construction of a splash play area adjacent to the pool location, which was subsequently constructed; and,

**WHEREAS**, given the cost of construction and operation, the CITY considers the construction and operation of a swimming pool at the previously identified location to be infeasible in the foreseeable future, and continues to seek an alternate location and partnership for development of a swimming pool to serve the greater Colfax area; and,

**WHEREAS**, the parties are interested in constructing a skatepark feature at the prior pool location since the skatepark would have public benefits, including providing a safe environment for skateboarding, giving physical and mental health benefits to the users, promoting healthy and active lifestyles, and reducing damage to private property; and,

**WHEREAS**, the skatepark feature will serve the recreational needs of residents of the CITY and COUNTY in a cost effective manner.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:**

1. COUNTY will provide Park Dedication Fees to the CITY in an amount not to exceed **Seventy-Five Thousand and no/100 Dollars (\$75,000.00)** (the "Funds") for the procurement and installation of a new skatepark feature at Lyons Park (the "Project" or "Improvements").



**AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK.**

2. Prior to release of the Funds, the CITY must provide the COUNTY with detailed invoice(s) identifying the total costs incurred by the CITY. COUNTY Funds shall not exceed actual costs incurred. After the Improvements are complete, COUNTY shall perform an audit of all expenses incurred and may also physically inspect the facility before releasing any Funds.
3. Prior to beginning work on this Project, CITY shall submit plans and/or specifications to COUNTY for review to verify the work to be done is consistent with the scope of work specified in this Agreement.
4. CITY shall post a sign near the Improvements during the term of this Agreement recognizing County funding was used to pay for a portion of Project costs.
5. Construction shall be completed by December 31, 2024, unless COUNTY grants an extension in writing.
6. CITY shall comply, to the extent applicable, with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) with regard to its use of the Funds received hereunder.
7. CITY, at its sole cost and expense, shall obtain all necessary permits, provide all utilities for the Improvements, shall maintain the insurance levels set forth in Exhibit A, and shall operate, maintain, and repair the Improvements during the term of this Agreement as set forth below.
8. All Improvements purchased and/or installed by CITY pursuant to this Agreement shall become the sole and separate property of CITY as of the time said Improvements are installed.
9. CITY agrees the Funds shall not be used for any purpose not specified in this Agreement.
10. CITY shall keep detailed accounting records. COUNTY shall have the right to inspect said records at any reasonable time.
11. The term of this Agreement shall be for a period of twenty (20) years commencing on the 1<sup>st</sup> day of March, 2022 and ending on the 1<sup>st</sup> day of March, 2042.

AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK

12. Either party may terminate this Agreement, without cause, upon providing a minimum sixty (60) days advanced written notice to the other party. If CITY terminates this Agreement or otherwise fails to maintain and operate the Project during the twenty (20) year term of this Agreement, CITY shall reimburse COUNTY a specified percentage of the Funds, not to exceed the amount specified in Section 1, in accordance with the following schedule:

<u>Years in use</u>	<u>Percent to be Reimbursed by CITY</u>	<u>Years in use</u>	<u>Percent to be Reimbursed by CITY</u>
1	95	11	45
2	90	12	40
3	85	13	35
4	80	14	30
5	75	15	25
6	70	16	20
7	65	17	15
8	60	18	10
9	55	19	5
10	50	20 or more	0

13. All notices to either Party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid, or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to CITY or COUNTY at:

COUNTY: Placer County Parks Administrator  
County of Placer  
Department of Parks & Open Space  
3091 County Center Dr., Ste 220  
Auburn, CA 95603

CITY/Remit To: City Manager  
City of Colfax  
33 S. Main Street  
P.O. Box 702  
Colfax, CA 95713

14. CITY hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY incident to, in connection with, or arising directly or indirectly out of, this Agreement, including but not limited to the completion of the Project and subsequent use of the Improvements. CITY agrees to investigate, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of CITY. CITY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term COUNTY means Placer County or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

**AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK.**

15. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all public agencies to which the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.

16. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it shall not affect the validity of any other provision of this Agreement.

17. Any waiver of any covenant, obligation or requirement under this Agreement must be in writing and signed by both parties. Waiver by either party of a breach of any covenant or a waiver of any obligation of this Agreement shall not constitute a waiver of any subsequent breach or obligation of this Agreement.

18. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

19. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind

20. This Agreement may be executed in electronically and/or in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

**\*\* REMAINDER OF PAGE LEFT BLANK \*\***

AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by the persons duly authorized on behalf of the governing boards of the parties hereto.

City of Colfax (CITY)

By: Us Date: 3/1/2022  
Title: City Manager

Placer County (COUNTY)

By: Ken Graham Date: Mar 9, 2022  
Ken Graham (Mar 9, 2022 08:32 PST)  
Director of the Department of Public Works

Approved as to Form:

By: mtidey Date: Mar 8, 2022  
Placer County Counsel

Approved as to Funds:

By: Andy Sick Date: Mar 8, 2022  
Andy Sick (Mar 8, 2022 16:26 PST)  
Placer County Auditor

Exhibit A: Insurance Requirements

\*\*\*\*\*

**AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK.**

**EXHIBIT A  
INSURANCE REQUIREMENTS**

1. It is agreed that CITY shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation.

**RE: Skatepark - property deed restrictions****Wes Heathcock** <Wes.Heathcock@colfax-ca.gov>

Wed 11/17/2021 12:14 PM

To: Ted Rel &lt;TRel@placer.ca.gov&gt;

Cc: Ty Conners &lt;TConners@placer.ca.gov&gt;; Andy Fisher &lt;AFisher@placer.ca.gov&gt;

Thank you Ted, we call the recorder as well which stated Exhibit B is not recorded. I agree it is more likely to be a typo.

Thank you,

Wes Heathcock  
City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA  
530-346-2313

**From:** Ted Rel [mailto:TRel@placer.ca.gov]**Sent:** Wednesday, November 17, 2021 12:13 PM**To:** Wes Heathcock**Cc:** Ty Conners; Andy Fisher**Subject:** RE: Skatepark - property deed restrictions

Hi Wes,

We came to the same conclusion when we checked the recorded doc. We were just trying to get a bead on what exactly the restriction was if it comes up. I'm not sure if "exhibit B" is a typo and is actually pointing to the legal description that is exhibit A. We couldn't find what the restriction is or was, which is why we reached out.

-Ted

**From:** Wes Heathcock <Wes.Heathcock@colfax-ca.gov>**Sent:** Wednesday, November 17, 2021 11:30 AM**To:** Ted Rel <TRel@placer.ca.gov>**Cc:** Ty Conners <TConners@placer.ca.gov>; Andy Fisher <AFisher@placer.ca.gov>**Subject:** [EXTERNAL] RE: Skatepark - property deed restrictions

Hi Ted,

I went back to review our files and we do not have an "Exhibit B" attached to the Deed. Conversely, the County Recorder declaration of restrictions for the parcels does not show any restrictions. Furthermore, the site was formally the Colfax Swimming Pool, which is consistent with the proposed use.

I can do more research if you still feel that is necessary.

Thank you,

Wes Heathcock  
City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA  
530-346-2313



**From:** Ted Rel [<mailto:TRel@placer.ca.gov>]  
**Sent:** Wednesday, November 17, 2021 9:47 AM  
**To:** Wes Heathcock  
**Cc:** Ty Conners; Andy Fisher  
**Subject:** Skatepark - property deed restrictions

Good Morning Wes,

I was reading through the deed restrictions, and it wasn't clear what the restrictions were in the document provided (attached)? In paragraph VI it states the restrictions are set forth with an "exhibit B" but could not find the corresponding exhibit in the provided document. Do you have a copy of exhibit B?

-Ted

**Ted D. Rel**, Associate Planner  
Placer County | Department of Parks and Open Space  
3091 County Ctr Dr, Suite 220, Auburn, CA 95603  
(530) 889-6807 office | (530) 889-4901 mainline | [placer.ca.gov](mailto:placer.ca.gov)  
Mobile (530) 308-2749 text -or- call

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**RE: Park development fees - Revised Agreement - Skatepark****Wes Heathcock** <Wes.Heathcock@colfax-ca.gov>

Tue 3/1/2022 10:19 AM

To: Ted Rel &lt;TRel@placer.ca.gov&gt;

Cc: Andy Fisher &lt;AFisher@placer.ca.gov&gt;; Ty Conners &lt;TConners@placer.ca.gov&gt;; Tracy Hodgson &lt;thodgson@placer.ca.gov&gt;; Marguerite Bailey &lt;city.clerk@colfax-ca.gov&gt;

📎 1 attachments (48 KB)

2022 2 22.22 DPW Consent Item - City of Colfax Park Fee Agreement - Skate Park - AGREEMENTv2.docx

Hi Ted,

I can have the City Clerk mail the executed agreement. First, I need the blank information lines on the agreement filled out. Do you want me to do that?

Thank you,

Wes Heathcock  
City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA  
530-346-2313

**From:** Ted Rel <TRel@placer.ca.gov>**Sent:** Thursday, February 24, 2022 5:04 PM**To:** Wes Heathcock <Wes.Heathcock@colfax-ca.gov>**Cc:** Andy Fisher <AFisher@placer.ca.gov>; Ty Conners <TConners@placer.ca.gov>; Tracy Hodgson <thodgson@placer.ca.gov>**Subject:** RE: Park development fees - Revised Agreement - Skatepark

Wes,

Are you going to be mailing a signed copy of the agreement so we can get it executed here on our end? We can come pick it up also, if need be. Just let us know.

-Ted

**Ted D. Rel**, Associate Planner

Placer County | Department of Parks and Open Space

3091 County Ctr Dr, Suite 220, Auburn, CA 95603

(530) 889-6807 office | (530) 889-4901 mainline | [placer.ca.gov](http://placer.ca.gov)

Mobile (530) 308-2749 text -or- call



**From:** Wes Heathcock <[Wes.Heathcock@colfax-ca.gov](mailto:Wes.Heathcock@colfax-ca.gov)>  
**Sent:** Wednesday, February 16, 2022 8:28 AM  
**To:** Ted Rel <[TRel@placer.ca.gov](mailto:TRel@placer.ca.gov)>  
**Cc:** Andy Fisher <[AFisher@placer.ca.gov](mailto:AFisher@placer.ca.gov)>; Ty Conners <[TConners@placer.ca.gov](mailto:TConners@placer.ca.gov)>; Margaret Tides <[mtides@placer.ca.gov](mailto:mtides@placer.ca.gov)>  
**Subject:** [EXTERNAL] RE: Park development fees - Revised Agreement - Skatepark

Hi Ted,

Thank you for the quick response. Your response make sense, therefore, I do not have any issues moving forward with the resolution as presented. Thanks again for considering funding the Colfax project. 😊

What time should we be at the meeting?

Thank you,

Wes Heathcock  
City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA  
530-346-2313



**From:** Ted Rel [<mailto:TRel@placer.ca.gov>]  
**Sent:** Tuesday, February 15, 2022 5:21 PM  
**To:** Wes Heathcock  
**Cc:** Andy Fisher; Ty Conners; Margaret Tides  
**Subject:** RE: Park development fees - Revised Agreement - Skatepark

Hi Wes,

I'll provide answers in RED below. Let me know if you have any questions beyond this ASAP as we will have to get your approval by tomorrow to stay on the 2/22 agenda, otherwise we'll have to kick it to 3/08.

-Ted

**Ted D. Rel**, Associate Planner  
Placer County | Department of Parks and Open Space  
3091 County Ctr Dr, Suite 220, Auburn, CA 95603  
(530) 889-6807 office | (530) 889-4901 mainline | [placer.ca.gov](http://placer.ca.gov)  
Mobile (530) 308-2749 text -or- call

**From:** Wes Heathcock <[Wes.Heathcock@colfax-ca.gov](mailto:Wes.Heathcock@colfax-ca.gov)>  
**Sent:** Tuesday, February 15, 2022 3:39 PM  
**To:** Ted Rel <[TRel@placer.ca.gov](mailto:TRel@placer.ca.gov)>  
**Cc:** Andy Fisher <[AFisher@placer.ca.gov](mailto:AFisher@placer.ca.gov)>; Ty Conners <[TConners@placer.ca.gov](mailto:TConners@placer.ca.gov)>; Margaret Tides

<mtides@placer.ca.gov>

**Subject:** [EXTERNAL] RE: Park development fees - Revised Agreement - Skatepark

Hi Ted,

I have a couple comments/questions.

1) Why does the agreement specifically call-out a project that was previous completed based on the terms of the agreement (Splash Pad/Swimming Pool)? The splash pad/swimming pool was mentioned to demonstrate that the park fees previously requested had been used in a manner that satisfied the agreement terms for that previous request and is this project is not being used in any way to meet any perceived unmet terms from the previous request.

2) If you are going to mention the prior project, you should add the statement the City met their financial obligation. The splash pad project must be maintained for a full 20 years (or the terms in the agreement) before any reimbursement obligations are completely satisfied. Again, we just mentioned it in the agreement so there is arm's length separation between the two requests.

3) Is there a reason that the skate feature project was not mentioned as satisfying the PC recreational planning document? I brought this up to Andy and he said that is a good point and was not intentional. The master plan has not yet been approved and the project is highlighted in the "other agency" section.

4) Is there a reason why 20 year reimbursement scheduled was selected? Is that a standard clause or is this being required because of public/elected comments? 20 year reimbursement schedule is standard unless the amenities have a lesser useful life, such as a playground, that has a 10-12 year replacement expectation.

Thank you,

Wes Heathcock  
City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA  
530-346-2313



**From:** Ted Rel [mailto:TRel@placer.ca.gov]

**Sent:** Tuesday, February 15, 2022 9:18 AM

**To:** Wes Heathcock

**Cc:** Andy Fisher; Ty Conners; Margaret Tides

**Subject:** Park development fees - Revised Agreement - Skatepark

Good Morning Wes,

I wanted to pass along a revised version of the agreement for the Skate Park use of park development fees. This is scheduled to be heard by the Board on Thursday, Feb 22, 2022. Please let me know if you have any comments or please provide a signed copy prior to the meeting date. Please see attached.

**Ted D. Rel**, Associate Planner  
Placer County | Department of Parks and Open Space  
3091 County Ctr Dr, Suite 220, Auburn, CA 95603

(530) 889-6807 office | (530) 889-4901 mainline | [placer.ca.gov](http://placer.ca.gov)

Mobile (530) 308-2749 text -or- call

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AGREEMENT NO: \_\_\_\_\_

DESCRIPTION: **AGREEMENT BETWEEN THE CITY OF COLFAX AND THE COUNTY OF PLACER FOR CONSTRUCTION OF A SKATEPARK FEATURE AT LYONS PARK**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", to provide funding for a skatepark feature at Lyons Park in Colfax, California.

**WHEREAS**, COUNTY has received funds for public parks and recreation facilities pursuant to California Government Code Section 66477, commonly known as the Quimby Act, and Placer County Code Sections 15.34.010, 16.08.100 and/or 17.54.100 (D); and,

**WHEREAS**, CITY owns a 2.7-acre park called Lyons Park (previously referred to as "Colfax Regional Park" in agreements referenced below), located at 101 Park Hill Drive in the City of Colfax; and,

**WHEREAS**, Lyons Park was constructed with active and passive recreational facilities including a swimming pool, ballpark, picnic area, basketball court and children's play area; and,

**WHEREAS**, the swimming pool facility was antiquated and not up to current building and accessibility standards, and was therefore demolished in 2010; and,

**WHEREAS**, on December 13, 2011, the COUNTY Board of Supervisors appropriated \$100,000 in park fees to the CITY for the construction of a new 45' x 75' heated swimming pool, but after the CITY was unsuccessful in securing matching funds for the project, on August 21, 2012, the Board of Supervisors redirected the funds to construction of a splash play area adjacent to the pool location, which was subsequently constructed; and,

**WHEREAS**, given the cost of construction and operation, the CITY considers the construction and operation of a swimming pool at the previously identified location to be infeasible in the foreseeable future, and continues to seek an alternate location and partnership for development of a swimming pool to serve the greater Colfax area; and,

**WHEREAS**, the parties are interested in constructing a skatepark feature at the prior pool location since the skatepark would have public benefits, including providing a safe environment for skateboarding, giving physical and mental health benefits to the users, promoting healthy and active lifestyles, and reducing damage to private property; and,

**WHEREAS**, the skatepark feature will serve the recreational needs of residents of the CITY and COUNTY in a cost effective manner.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:**

1. COUNTY will provide Park Dedication Fees to the CITY in an amount not to exceed **Seventy-Five Thousand and no/100 Dollars (\$75,000.00)** (the "Funds") for the procurement and installation of a new skatepark feature at Lyons Park (the "Project" or "Improvements").

2. Prior to release of the Funds, the CITY must provide the COUNTY with detailed invoice(s) identifying the total costs incurred by the CITY. COUNTY Funds shall not exceed actual costs incurred. After the Improvements are complete, COUNTY shall perform an audit of all expenses incurred and may also physically inspect the facility before releasing any Funds.
3. Prior to beginning work on this Project, CITY shall submit plans and/or specifications to COUNTY for review to verify the work to be done is consistent with the scope of work specified in this Agreement.
4. CITY shall post a sign near the Improvements during the term of this Agreement recognizing County funding was used to pay for a portion of Project costs.
5. Construction shall be completed by December 31, 2024, unless COUNTY grants an extension in writing.
6. CITY shall comply, to the extent applicable, with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) with regard to its use of the Funds received hereunder.
7. CITY, at its sole cost and expense, shall obtain all necessary permits, provide all utilities for the Improvements, shall maintain the insurance levels set forth in Exhibit A, and shall operate, maintain, and repair the Improvements during the term of this Agreement as set forth below.
8. All Improvements purchased and/or installed by CITY pursuant to this Agreement shall become the sole and separate property of CITY as of the time said Improvements are installed.
9. CITY agrees the Funds shall not be used for any purpose not specified in this Agreement.
10. CITY shall keep detailed accounting records. COUNTY shall have the right to inspect said records at any reasonable time.

11. The term of this Agreement shall be for a period of twenty (20) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2042.

12. Either party may terminate this Agreement, without cause, upon providing a minimum sixty (60) days advanced written notice to the other party. If CITY terminates this Agreement or otherwise fails to maintain and operate the Project during the twenty (20) year term of this Agreement, CITY shall reimburse COUNTY a specified percentage of the Funds, not to exceed the amount specified in Section 1, in accordance with the following schedule:

<u>Years in use</u>	<u>Percent to be Reimbursed by CITY</u>	<u>Years in use</u>	<u>Percent to be Reimbursed by CITY</u>
1	95	11	45
2	90	12	40
3	85	13	35
4	80	14	30
5	75	15	25
6	70	16	20
7	65	17	15
8	60	18	10
9	55	19	5
10	50	20 or more	0

13. All notices to either Party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid, or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to CITY or COUNTY at:

COUNTY: Placer County Parks Administrator  
County of Placer  
Department of Parks & Open Space  
3091 County Center Dr., Ste 220  
Auburn, CA 95603

CITY/Remit To: City Manager  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713

14. CITY hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY incident to, in connection with, or arising directly or indirectly out of, this Agreement, including but not limited to the completion of the Project and subsequent use of the Improvements. CITY agrees to investigate, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of CITY. CITY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term COUNTY means Placer County

or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

15. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all public agencies to which the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.

16. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it shall not affect the validity of any other provision of this Agreement.

17. Any waiver of any covenant, obligation or requirement under this Agreement must be in writing and signed by both parties. Waiver by either party of a breach of any covenant or a waiver of any obligation of this Agreement shall not constitute a waiver of any subsequent breach or obligation of this Agreement.

18. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

19. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind

20. This Agreement may be executed in electronically and/or in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

**\*\* REMAINDER OF PAGE LEFT BLANK \*\***

AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by the persons duly authorized on behalf of the governing boards of the parties hereto.

City of Colfax (CITY)

By: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

Placer County (COUNTY)

By: \_\_\_\_\_  
Director of the Department of Public Works

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Placer County Counsel

Date: \_\_\_\_\_

Approved as to Funds:

By: \_\_\_\_\_  
Placer County Auditor

Date: \_\_\_\_\_

Exhibit A: Insurance Requirements

\*\*\*\*\*



**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

1. It is agreed that CITY shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation.

**To:** Placer County Parks Commission

**From:** Wes Heathcock, City Manager  
Martin Jones, Public Works Director

**Subject:** Park Dedication Fee Request for the Colfax Skatepark Feature at Lions Park

**PROJECT TITLE / RECOMMENDATION:** Recommend the Placer County Park Commission approve the request of the City of Colfax for \$75,000.00 of the Placer County Dedication Fee Program from Recreation District #5, West Slope for a Skatepark feature at Lions Park in Colfax. Wes Heathcock, City Manager and Martin Jones, Public Works Director are the requestors of these fees, contact information is as follows:

Wes Heathcock  
City Manager  
33 S. Main St.  
Colfax, CA 95713  
(530) 346-2313  
[Wes.Heathcock@colfax-ca.gov](mailto:Wes.Heathcock@colfax-ca.gov)

Martin Jones  
Public Works Director  
33 S. Main St.  
Colfax, CA 95713  
(530) 346-2313  
[Directorpw@colfax-ca.gov](mailto:Directorpw@colfax-ca.gov)

**PROJECT SUMMARY:**

Sergeant Ty Conners with the Placer County Sheriff's Office and past Colfax Station Commander has been working in collaboration with the community to build a public Skatepark for our community's youth. Both the "Colfax Skatepark Committee" and "The Colfax Green Machine" (a non-profit 501(c)(3) organization) envision creating a vibrant community center for engaging the youth of Colfax and the surrounding area. The Skatepark will facilitate developing civic identity and community interaction that will engage hundreds of children and young adults in our community that are passionate about skateboarding, BMX, scootering, and rollerblading. Currently, the City of Colfax does not provide a safe area for these athletes to pursue their sport. Their passion and athletic drive should be supported by a safe, sanctioned place to exercise, socialize, and develop skills that will be useful throughout their lives. The coordination of this project has been in process for over 7 years, numerous venues have been reviewed, including a downtown location and an area at the Sierra Vista Community Center. Although these locations did not prove to be viable locations the city was able to allocate an old pool site at Lions Park adjacent to a baseball field, splash park, and children's play area. The pool area was filled in numerous years ago has since been unutilized. The item was brought before City Council and the land use plan for a Skatepark was granted through city resolution. The total size of the area is 21,780 square feet or half an acre that would incorporate transition features and bowls for these athletes to traverse. Additionally, the site would be ADA (American Disability Act) compliant that has prompted a partnership with SkateMD, a non-profit group that provides skate camps for developmentally disadvantaged kids. SkateMD has stated that upon completing the build of this skatepark they will move their camps from Sacramento to Colfax. The current operational hours for Lion's Park will be applicable to this skatepark feature. The ballfield, basketball court, children's play area and skatepark features will be operational 365 days a year between the hours of dusk and dawn.

Placer County Park Dedication Fee Program Application  
City of Colfax, Recreation Area #5

### **NEED FOR THE PROJECT:**

Colfax is a small rural city located in the foothills of the Sierra Mountains that currently contains one community park and two pocket parks. Other than some after school programs and school sport activities provided by Colfax High School and Colfax Elementary School, the children and young adults have limited opportunities for outdoor activities. The city municipal code does not allow skateboarding on the streets and sidewalks, which can lead to confrontations with pedestrians and the pursuit of these activities is on-going. Providing a dedicated location for these young residents to express themselves and participate in their preferred activity within a safe environment is a driving force for this project. The proposed use of this area has been approved by the Colfax City Council and is currently zoned for recreational activities. The Lions Community Park has a baseball field, children's play area with swings and play structure, a splash park in the summer, a basketball court, and now a proposed skatepark. This is a rural community with very few amenities to provide to the youth. If kids like to hike or mountain bike ride, this area is perfect. But if you want to skateboard, scooters, or rollerblade, you have to travel 20 miles to the nearest skateparks. In the City of Colfax and other rural communities nearby, parents have to work out of town, therefore making it difficult for parents to take their children to the nearest skatepark for after-school activities. The location of this skatepark will be within a short safe walking distance to both Colfax High School and Colfax Elementary School.

The need for this project is supported not just by the youth of Colfax but also from numerous dignitaries, non-profit groups and local businesses. The project has also been featured in the Auburn Journal and Sacramento Bee newspapers along with various social media platforms. Moreover, Beach Hut Deli, a local business in Colfax has partnered with this project along with other persons and groups that are listed as follows:

- Placer County Board of Supervisor Cindy Gustafson
- Robert Dugan: CEO of CALCIMA
- Colfax City Council Members: David Ackerman, Mayor Pro Tem Trinity Burruss, Joe Fatula, Mayor Sean Lomen, Marnie Mendoza,

### **School Support:**

- Principal Colfax High School Paul Lundberg
- Superintendent/Principal Colfax Elementary John Baggett

### **Various Groups and non-profits in support of the project:**

- Colfax Chamber of Commerce
- Colfax Lyons Club
- Colfax Green Machine
- Colfax Lioness Club
- United Auburn Indian Community
- Motherload Foundation
- Placer Deputy Sheriff's Association
- Colfax Kiwanis Club
- Skatepark Project (formally Tony Hawk Foundation)
- SkateMD Organization

- Project-Cornerstone

**Various local business supporters:**

- Main Street Pizza Colfax
- Colfax Market
- Colfax Chevron
- Milo Sports Auburn
- Snowboard Academy Auburn
- Robinsons Gravel
- Diamond Pacific
- Teichert Construction
- Camblin Steel
- Quality Graphics
- Carpe Vino
- Hills Flat Lumber
- River City Rentals
- Beach Hut Deli

Although this project has gained a lot of support and notoriety, there is also opposition. To date, the only opposition the organizers of this project have received has been from a couple residents that live adjacent to the proposed location for the skatepark feature. The resident has expressed concern over the possibility of increased noise and crime associated with this project. The City of Colfax has mitigated these concerns with a pledge to install additional camera systems to their existing system to reduce after-hour problems. Additionally, monies were raised by the primary organizers of the project to pay for a noise (decibel) study to ensure that neighboring properties would not be disturbed. The report generated from this study stated that the decibel readings recorded at the proposed location of the skatepark are below the acceptable noise levels as described in the "Colfax Municipal Code 8.28.010 – Noise Standards".

- b. *Any noise from the above activities, including from any equipment used therewith, shall not produce noise levels in excess of the following:*
  - i. *Saturdays: eighty (80) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.*
  - ii. *Sundays and observed holidays: seventy (70) dBA when measured at the property line or at distance of twenty-five (25) feet, whichever is greater.*

The project has been submitted to Placer County Recreation and has been included in the April, 2021 "Public Draft Placer County Parks & Trails Master Plan Volume 1" as a "Tier 1" project. Additional information for the location of this project has been listed in Appendix A of the Volume 1 draft.

Over the past 7-years, the coordinators of the project have completed numerous fund raisers that have generated \$240,952.00 towards the completion of this project. This amount includes awarded grants and donated materials from numerous local businesses, which is approximated at \$250,000. The addition of the \$75,000.00 the City of Colfax is requesting for this project, will be pooled with the already pledged assets to pay for the labor needed to complete the build. If program fundings are not

Placer County Park Dedication Fee Program Application  
City of Colfax, Recreation Area #5

awarded, fundraising efforts will need to continue to generate the funds needed and the project timeline will be further delayed.

**Maintenance Plan:**

One of the many benefits associated with this feature are the materials that will be utilized to complete the build. The use of concrete and steel not only make this feature durable and long lasting but also minimize the maintenance needed to keep the feature functional. Primary activities associated with maintaining this feature will include:

- Removal of debris daily
- Removal of trash from the receptacles that will be located around the feature
- Removal of any graffiti
- Daily inspections of the concrete and steel to identify any potential structural problems.

The labor (maintenance) needed to maintain this area would be a very minimal increase from the daily schedule that is completed in this park. There would be no need for budgetary increases as the minimal activities would be included within the current fiscal budget for this community park.

**Budget:**

The funding requested from the County Park Dedication Fees, would be allocated towards the labor budget for this project. All materials have been secured through donations from local businesses, which allows for the remaining funds that have been secured to be utilized solely for labor. The current allocation of funding is as follows:

**Funding sources for cash:**

- Prop 68: \$177,952
- Skatepark Project Grant: up to \$25,000 in process of the application
- Placer County Park and Rec fees: \$75,000 (To be determined)
- Fundraising efforts: \$58,000 (Fundraising efforts will continue until the skatepark is built)
- Home Depot Community Grant: \$5000

**Total cash funds for labor costs \$340,952.00**

**In-Kind Donations for all materials and equipment needs: (All companies listed are dedicated to filling the needs for the skatepark)**

- All aggregate, fill dirt, and concrete needs: **Teichert Construction**
- All lumber/forming material: **Diamond Pacific Lumber**
- Land preparation/grading and hauling: **Triton Construction**
- Dumpster needs: **Auburn Recology**
- Hauling/transport of fill dirt needs: **Robinsons Grading and Paving**
- Equipment Rentals: **River City Rentals**
- Rebar: **Camblin Steel**
- Living arrangements: **Pending**

**In-kind donations is approximately \$250,000 in value.**

### **Background Information:**

The half-acre parcel located at Lion's Park, is the proposed location for this project, which is owned and maintained by the City of Colfax. The deed and legal description from the Placer County Accessors Office are included in the attachments.

Lion's Park is the sole community park in Colfax, it is an attraction that brings users year-round to play baseball, basketball along with various other activities. All activities are free to the public with the exception of Little League and Junior Falcons Football that pay a small field use fee for their season. The proposed skatepark will be a feature that will be free to the public, whether they are City of County residents.

This project is vital to our community, not only because it provides a safe location for residents to enjoy their sport but also because of the scope of the design that incorporates both old and new forms of street skating in a safe area. The design illustrates a bowl design with various transition ramps and rails that have become very popular with the newer generation of street skaters. Creativity and safety have been incorporated into this design by keeping these obstacles at a height that is manageable for all users. Having personally viewed a similar project in Oak Park, Sacramento I can testify that these features are very well received by athletes of all ages and all skill levels. Furthermore, upon surveying communities within the vicinity of Colfax, we found that the nearest location to experience a skatepark is currently 20 miles away, which emphasizes the need for this attraction in our park not just for Colfax residents but also for residents of nearby communities. As we move into the construction phase, Colfax will utilize our City Engineer and City Inspector along with additional inspectors from either UNICO or Coastland Engineering to oversee the build. Ensuring that all aspects of these skatepark features are properly installed assures us that safety and long-term minimal maintenance will be observed.

Fun and safety is a message that has been publicized since the conception of this project, to date there have been numerous publications in the Colfax Record, Auburn Journal, Sacramento Bee along with numerous posts on various social media outlets. In addition to these publications, Green Machine and the Colfax Skatepark Committee have hosted multiple fund raiser events to solicit support while promoting the exciting idea of a permanent skatepark feature within the city boundaries.

### **Feedback from a Municipal Advisory Council:**

The organizers of this project are currently scheduled to take this item before the Weimar / Applegate / Colfax Municipal Advisory Council (MAC) on November 17, 2021. There is a high level of confidence that the MAC will be in approval of this project based on the tremendous support received from the local communities.

### **Regulatory Requirements:**

All permits required for this project shall be provided by the City of Colfax at no cost, regulatory approvals for this project have been granted by both City Council and has been included in the Placer County Recreation Master Plan. The only approval that is still in process is from the Weimar / Applegate / Colfax Municipal Advisory Council (MAC), which will occur on November 17, 2021.

**California Environmental Quality Act:**

October 15, 2021 the City of Colfax received a California Environmental Quality Act (CEQA) Compliance Certification for the Skatepark feature to be constructed at 101 Parkhill Drive, Lion's Children's Park.

**Project Completion Information:**

The tasks required to complete the project will be the construction phase of the project, which is tentatively scheduled for the Spring 2023.

**Attachments**

- Location Map
- Authorization to Apply
- Letters of Support
- Photographs of Project Site
- Site Plan
- CEQA Compliance Certificate
- News Articles Supporting the Project
- Photographs of Fundraising Events



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

## CEQA Compliance Certification

GRANTEE: City of Colfax

Project Name:

Project Address: 101 PARKHILL DRIVE, COLFAX, CA 95713

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) August 3, 2021  
☐ 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.

### Lead Agency Contact Information

Agency Name:

CITY OF COLFAX

Contact Person:

WES HEATHCOCK, CITY MANAGER

Mailing Address:

PO BOX 702 COLFAX, CA 95713

Phone: ( ) (530) 346-2313

Email: *wes.heathcock@colfax-ca.gov*

### 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.

*[Signature]*  
AUTHORIZED REPRESENTATIVE Signature

*10/15/2021*  
Date

WES HEATHCOCK, CITY MANAGER

Print Name and Title

### FOR OGALS USE ONLY

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



**RETURN TO:**

City of Colfax  
Planning Department  
33 S. Main Street  
Colfax, CA 95713



**NOTICE OF EXEMPTION**

**TO:** Placer County Recorder's Office  
2954 Richardson Drive  
Auburn, CA 95603

**TO:** Office of Planning and Research  
P.O. Box 3044, Rm 113  
Sacramento, CA 95812-3044

**Project Title:** Lions Children's Park Skate Feature

**Project Location:** Lions Children's Park, 101 Parkhill Dr.,  
Colfax, CA 95713

**Project Applicant:** Colfax Green Machine Inc.

**Project Description:** Construction and operation of an approximately 11,860-square foot skate feature and remodel and partial demolition of an adjacent 1,216-square foot structure within the bounds of the developed portion of Lions Children's Park in the center of Colfax in a fenced and lighted area of the park that has a long history of various recreational uses including a public swimming pool.

**EXEMPT STATUS: (CHECK ONE)**

Statutory Exemptions (Article 18:Section 21080; 15260)		Categorical Exemptions (Article 19:Section 21084; 15300)	
<input type="checkbox"/> Ministerial (Sec.15268)		X	Existing Facilities (Sec.15301(a) &(d))
<input type="checkbox"/> Feasibility/Planning Study (Sec.15262)		X	Replacement or Reconstruction (Sec.15302)
<input type="checkbox"/> Emergency Project (Sec.15269)		X	Normal Operations of Facilities for Public Gatherings (Sec.15323)
<input type="checkbox"/> General Rule (Sec.15061(b)(3))		X	In-fill Development Projects (Sec.15332)
<input type="checkbox"/> Other: (Sec. )			

**Reasons why project is exempt:**

**Existing Facilities 15301(a)&(d):** This exemption applies to the remodel and partial demotion of the existing 1,216-square foot structure.

**Replacement or Reconstruction 15302:** The proposed skate feature is a recreational feature proposed in a portion of an existing public park that has a history of various recreational uses. The size and capacity of the skate feature is comparable to the size and capacity of the prior recreational uses on the site and its hours of operation will be within the same hours of the Lions Children's Park in which the skate feature is proposed.

**Normal Operations of Facilities for Public Gatherings 15323:** The proposed skate feature is for public recreational use in an existing public park which has been in continuous operation for many decades. It has the same purpose to the historic and on-going uses of the park to provide recreational opportunities for the youth and families of Colfax. Current and prior uses of the park include sports field, water feature/splash park, playground and climbing structures, swimming pool, and basketball courts. The skate feature would not result in a change in hours of operation of the park.

**In-Fill development 15332:** (a)The purpose of the land use designation for the site includes residential parks and playgrounds and the zoning allows public parks by right, (b) the project site is less than five acres, (c) the project site is bare dirt and ruderal grasses with no suitable habitat and is in an urbanized area surrounded by developed property, (d) the project would have no significant traffic effects due to its central location within walking distance of the adjacent residential neighborhoods, would not create significant noise impacts as documented in the August 2, 2021 Noise Assessment prepared by Saxelby Acoustics, and would not significantly affect air or water quality (e) all utilities and public services necessary to construct and operate the skate feature are available.

**Lead Agency:** City of Colfax, 33 S. Main Street, Colfax, CA 95713

**Department/Contact Person:** Emmanuel Ursu **Phone** (530) 346-2313

  
Planning Director

**August 3, 2021**  
Date

Pursuant to Section 711.4(d)(2) of the Fish and Game Code, statutory and categorical exemptions are exempt from Department of Fish and Wildlife filing fees.



Search Details

[Document History](#)



History: 2013-0009354 DECLARATION OF RES



Document Number: 2013-0009354

Book / Page:

Sequence #: 1

Document Type: DECLARATION OF RESTRICTIONS

Number of Pages: 6

Names

Grantor:

Grantee:

CITY OF COLFAX

APN Numbers

APN1:

uid: 1053 210831\_1457\_A21\_R2

All rights reserved, Placer County

October 21, 2021

To: Colfax Green Machine - Colfax Skatepark  
Atten.: Ty Connors

From: Debra A Smith  
Trustee, Smith Family Trust

Subject: Smith Family Trust Sponsorship/Donation to Colfax Skatepark

We, Debra A Smith, and son, Spencer A Smith, have pledged a total donation of \$30,000.00 to the completion of a new skatepark in Colfax.

A check for one half of that amount, \$15,000.00 has been presented to this project.

The remaining \$15,000.00 will be paid in early 2022, or when actual construction of The skatepark commences.

All questions should be directed to me via email at:

[debra@carpevinoauburn.com](mailto:debra@carpevinoauburn.com)

Sincerely,

Debra A Smith



Spencer A Smith



P.S. FUNDS CONTRIBUTED BY  
SMITH FAMILY TRUST TO BE USED  
SOLELY FOR COLFAX SKATEPARK.  
FUNDS TO BE COMPLETELY REFUNDED  
IF SKATEPARK NOT COMPLETED BY JANUARY,  
2023.

DEBRA A SMITH (530) 389-2497  
34495 CANYON VIEW COURT  
P O BOX 1115  
ALTA, CA 95701-1115

4259

11-4288/1210 4142

OCT. 22, 2021  
Date

Pay to the  
Order of

COLFAX GREEN MACHINE - \$15,000.00

Fifteen thousand and <sup>NO</sup> 00 — Dollars

Photo  
Safe  
Deposit®  
Details on back

WELLS  
FARGO

Wells Fargo Bank, N.A.  
California  
wellsfargo.com

ONLY TO BE USED  
FOR

For COLFAX SKATEPARK

*[Signature]*

⑆121042882⑆ 0245516117⑆ 04259

Harland Clarke

ELOQUENT®

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

01/30/2013, 2013-0009354

3 WHEN RECORDED MAIL TO:  
4 Office of Grants and Local Services  
PO Box 942896  
5 Sacramento, CA 94296-0001  
Attn: Lowell Landowski

Hand delivered and  
recorded 1/30/13  
by Karen Pierce

6  
7  
8 **DEED RESTRICTION**  
9

10 I. WHEREAS, THE CITY OF COLFAX, A MUNICIPAL  
11 CORPORATION (hereinafter referred to as "Owner(s)" is/are recorded  
12 owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference  
13 (hereinafter referred to as the "Property"); and

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

17 III. WHEREAS, Owner(s) (or Applicants) applied to DPR for grant funds available pursuant  
18 to the 2002 Resources Bond Act, Per Capita Program for Make improvements to an existing ball park  
19 in Colfax. on the Property; and

20 IV. WHEREAS, on July 1, 2011, DPR's Office of Grants and Local Services conditionally  
21 approved Grant 02-31-025, (hereinafter referred to as "Grant") for Make improvements to an existing  
22 ball park in Colfax. on the Property, subject to, among other conditions, recordation of this Deed  
23 Restriction on the Property; and

24 V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the  
25 Grant would not be consistent with the public purposes of the 2002 Resources Bond Act, Per Capita and  
26 the funds that are the subject of the Grant could therefore not have been granted; and  
27

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

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

10 1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall  
11 bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1,  
12 2011 through June 30, 2031.

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

19 3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times  
20 reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being  
21 observed.  
22

23 4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether  
24 written or oral which uses or would cause to be used or would permit use of the Property contrary to the  
25 terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and  
26 all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction.  
27

1 In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof  
2 shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

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

5  
6 Dated: January 29, 20 13

7  
8 Business Name (if property is owned by a business): \_\_\_\_\_

9  
10 Signed: Bruce Kranz

Signed: \_\_\_\_\_

11 **Bruce Kranz, City Manager**

12 **PRINT/TYPE NAME & CAPACITY OF ABOVE**  
**(GRANTEE'S AUTHORIZED REPRESENTATIVE)**

**PRINT/TYPE NAME & CAPACITY OF ABOVE**  
**(ADDITIONAL SIGNATURE, AS REQUIRED)**

13  
14  
15  
16  
17  
18  
19 **\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***  
20  
21  
22  
23  
24  
25  
26  
27

1 State of California

2 County of Placer

3 On 1/22/13 before me, Karen M. Pierce, a Notary Public,  
4 personally appeared Bruce Franz, who proved to me on the basis of  
5 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
6 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
7 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
8 person(s) acted, executed the instrument.  
9

10 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
11 foregoing paragraph is true and correct.

12 WITNESS my hand and official seal.

13 Signature

Karen M. Pierce

(Seal)



15 State of California

16 County of \_\_\_\_\_

17 On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
18 personally appeared \_\_\_\_\_, who proved to me on the basis of  
19 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
20 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
21 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
22 person(s) acted, executed the instrument.  
23

24 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
25 foregoing paragraph is true and correct.

26 WITNESS my hand and official seal.

27 Signature \_\_\_\_\_

(Seal)



**EXHIBIT A  
LEGAL DESCRIPTION**

**PLACER COUNTY, CALIFORNIA ASSESSOR'S PARCEL 006-030-059-000:**

All that certain real property situate in the Southeast quarter of Section 34, Township 15 North, Range 9 East, M.D.B. & M., in the City of Colfax, County of Placer, State of California, described as follows:

**Parcel One:**

All that portion of that certain parcel described in deed to Jensen, recorded April 24, 1980, in book 2250 of Official Records at page 573, in the office of the Placer County Recorder, more particularly described as follows:

Beginning at the Southwest corner of said Jensen parcel, also being the Northeast corner of the Western Addition to the City of Colfax as shown on the Official Plat thereof filed in Book C of Maps at page 47, in the office of the Placer County Recorder, and said point being marked in the ground by a 1 ½" pipe tagged RCE 11572; thence from said Point of Beginning along the South line of said Jensen property South 78° 33' 24" East 142.15 feet to a ½" pipe with an eyebolt alongside; thence continuing along said South line of said Jensen parcel South 76° 47' 08" East 153.29 feet to a ¼" iron bar with copper sleeve stamped LS 3062; thence leaving said South Line of said Jensen parcel North 09° 10' East 57.80 feet to a nail and survey tag stamped LS 4585; thence North 76° 47' 08" West 30.01 feet to a 1" capped iron pipe stamped LS 4585; thence North 88° 37' 32" West 90.83 feet to a 1" capped iron pipe stamped LS 4585; thence North 83° 59' 54" West 65.44 feet to a 1" capped iron pipe stamped LS 4584; thence North 38° 35' 20" West 129.33 feet to a P.G. & E. power pole; thence North 83° 28' 29" West 24.92 feet to a point on the West line of said Jensen parcel, from which point the Point of Beginning bears South 03° 36' 45" West 113.85 feet; thence along said West line of said Jensen parcel South 03° 36' 45" West 113.85 feet to the Point of Beginning, and containing 0.41 acres more or less.

Reserving therefrom and easement for road and utility purposes over the East 40.00 feet of Parcel One described above.

**Parcel Two:**

Commencing at the Southwest corner of the aforementioned Jensen parcel, also being the Northeast corner of the said Western Addition to the City of Colfax, and being marked in it the ground by a 1 ½" pipe tagged RCE 11572; thence from said Point of Commencement along the West line of said Jensen parcel and its Northerly extension thereof North 03° 36' 45" East 251.42 feet to a ¼" iron bar with a copper sleeve stamped LS 3062 on the North line of said Jensen parcel; thence along said North line of said Jensen parcel due West 334.25 feet to the True Point of Beginning of herein described parcel; thence from said True Point of Beginning continuing along said North line of said Jensen parcel due West 268.45 feet to the Northwest corner thereof, being a point on the North - South centerline of said Section 34; thence along said North - South center line of said Section 34 South 01° 52' 44" West 22.57 feet, more or

less, to the Northwest corner of that certain parcel described in deed to the City of Colfax, recorded in book 544 of, Official Records at page 417, in the office of the Placer County Recorder, thence along the North line of said City of Colfax parcel South 87° 15' 24" East 267.26 feet to a point which bears South 03° 36' 45" West from the Point of Beginning; thence North 03° 36' 45" East 35.42 feet to the Point of Beginning, and containing 0.18 acres, more or less area.

**PLACER COUNTY, CALIFORNIA ASSESSOR'S PARCELS 006-030-017-000, 006-051-001-000, 006-052-002-000 AND 006-052-ROW-000:**

All those certain lots, pieces or parcels of land situate in the City of Colfax, County of Placer, State of California, and bounded and described as follows, to-wit:

Lots 3, 4, 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, and 53 of Western Addition to City of Colfax, as per map filed in the office of the County Recorder of Placer County, California, together with the tenements, hereditaments, and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

**PLACER COUNTY, CALIFORNIA ASSESSOR'S PARCEL 006-051-ROW-000:**

That certain real property, situate in the City of Colfax, County of Placer, State of California, described as follows:

Lot 45, as said lot 45 is delineated and so designated upon the map of the Jeannie K. Lobner Western Addition to the City of Colfax filed for record in the office of the County Recorder of said County of Placer.

**City of Colfax Per Capita Application for the Colfax Skatepark  
Location Photos**

**Local Context: Project Location Circled (Source: Google Earth)**



**City of Colfax Per Capita Application for the Colfax Skatepark  
Location Photos**

**Site Photos, Taken September 21, 2021**



**City of Colfax Per Capita Application for the Colfax Skatepark  
Location Photos**

**Site Photos, Taken September 21, 2021**



# City of Colfax

## City Council

### Resolution № 01-2017

#### AUTHORIZING A DONATION OF \$5,000 TO THE SKATEPARK FUND TO DEMONSTRATE CITY OF COLFAX SUPPORT TO BUILD A SKATEPARK ADJACENT TO THE COLFAX SPLASH PARK

---

**WHEREAS**, the youth of Colfax would benefit from a Park designed for Skateboarding;  
and,


**WHEREAS**, the City of Colfax owns property adjacent to the Colfax Splash Park that  
is not currently being used for Recreational Purposes; and

**WHEREAS**, Citizens and Law Enforcement of the City of Colfax have expressed  
support of a Skatepark and plan to raise funds to construct such a facility,


**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax  
authorizes a donation of \$5,000 to the Skatepark fund to demonstrate City of Colfax  
support to build a Skatepark adjacent to the Colfax Splash Park.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the  
Regular Meeting of the City Council of the City of Colfax held on the 11<sup>th</sup> day of January,  
2017 by the following vote of the Council:

<b>AYES:</b>	<b>Douglass, Harvey, Hesch</b>
<b>NOES:</b>	<b>Stockwin</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

  
\_\_\_\_\_  
**Stephen Harvey, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**Lorraine Cassidy, City Clerk**

# City of Colfax

## City Council

### Resolution № 20-2021

---

#### APPROVING THE PRELIMINARY PLANS FOR THE COLFAX SKATE PARK AND SKATE PARK LOCATION ADJACENT TO THE SPLASH PAD.

---

**WHEREAS**, City Council approved Resolution 47 – 2015 which authorized a fundraising effort for the Skate park to be located adjacent to the Splash Pad in the Colfax City park; and,

**WHEREAS**, on October 23, 2019, the City Council adopted Resolution 51 - 2019 which formally approved locating the Skate Park adjacent to the Splash pad; and,

**WHEREAS**, on June 10, 2020, the City Council approved a design concept with a stipulation that staff would bring engineered plans back to the City Council for approval of the plans and proposed location; and,

**WHEREAS**, the Colfax Green Machine engaged consultants to prepare the preliminary design, wherein the preliminary plans are attached hereto; and,

**WHEREAS**, the very preliminary cost estimate for the project is in the range of \$535,000 - \$660,000; and,

**WHEREAS**, proposed funding for the project consists of a Proposition 68 grant in the amount of \$175,000, a grant through Placer County in the amount of \$75,000 - \$100,000, Green Machine \$33,000 in cash and donations of materials from local contractors.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, that the City Council approves the Preliminary Plans for the Colfax Skate Park and Skate Park location adjacent to the Splash Pad.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the regular Meeting of the City Council of the City of Colfax held on the 24<sup>th</sup> day of March 2021 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

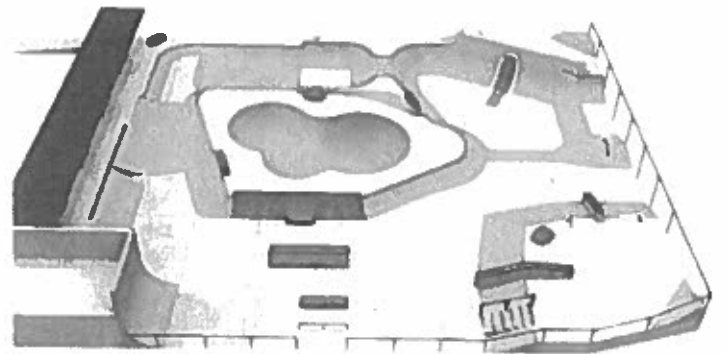
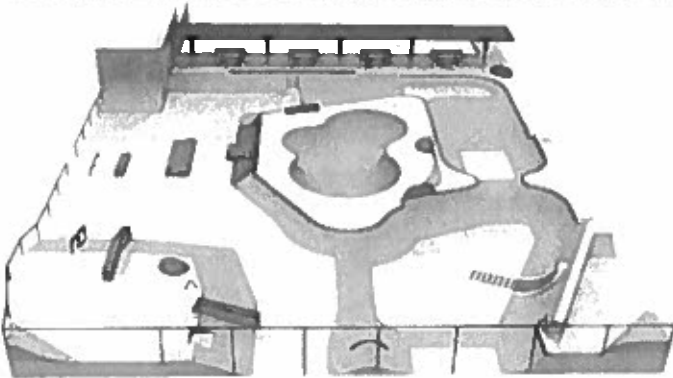
**ATTEST:**

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

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



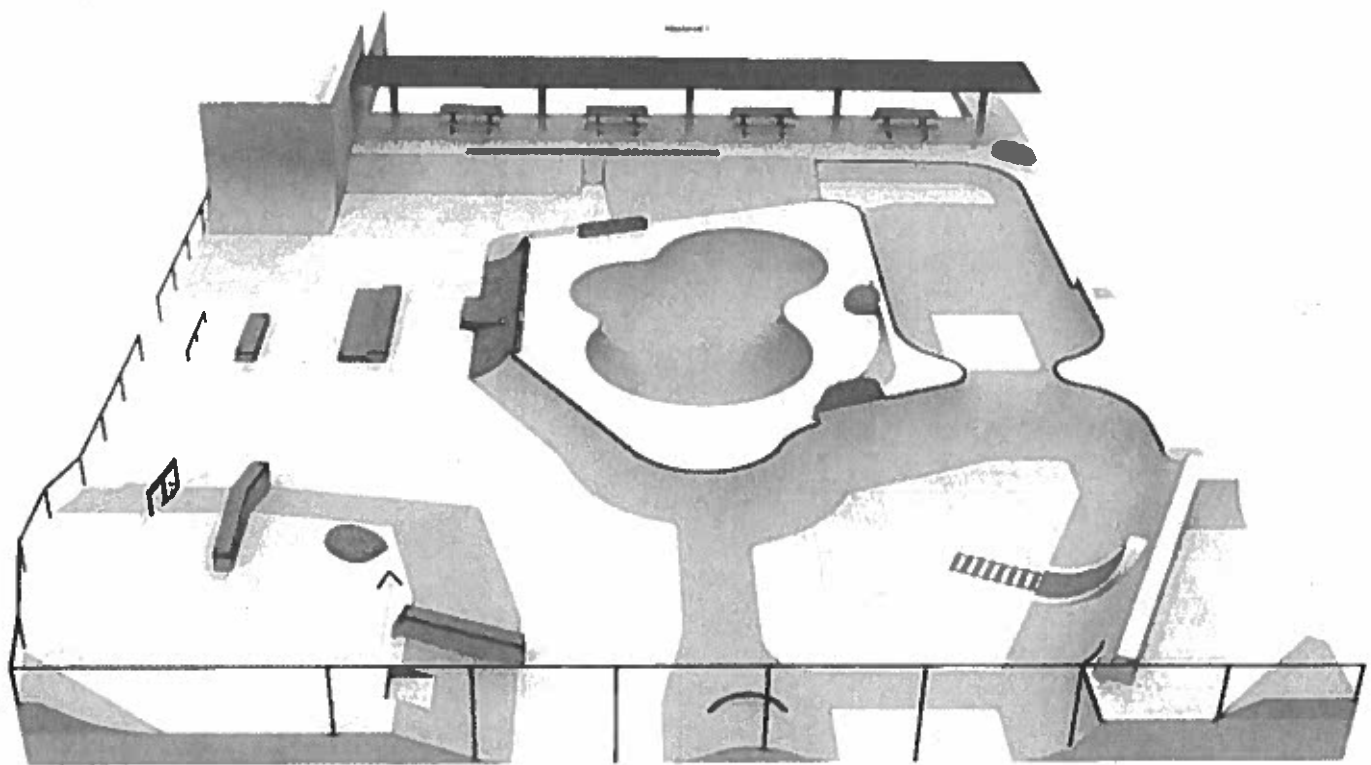
**Attachment 1**



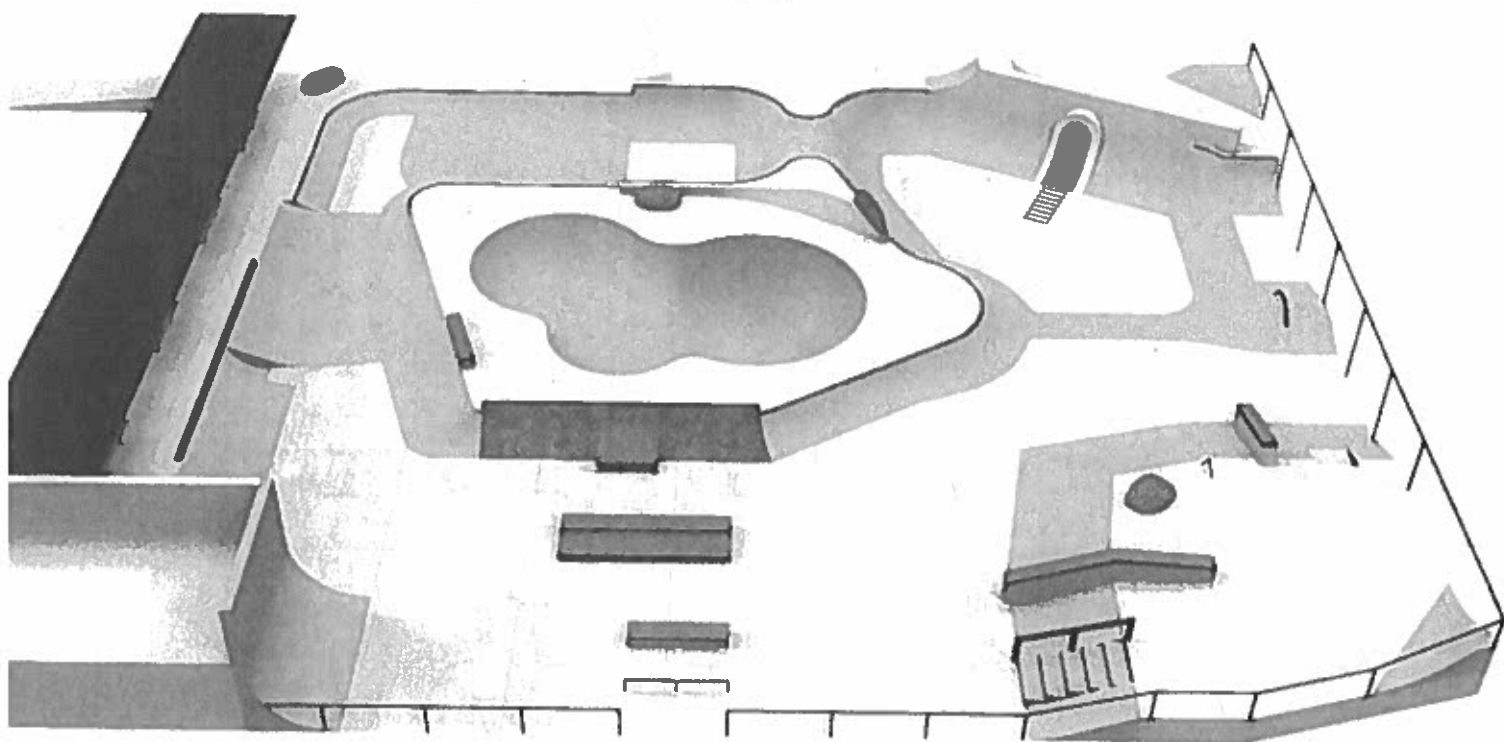
**Colfax Skatepark Concept  
Colfax, CA**

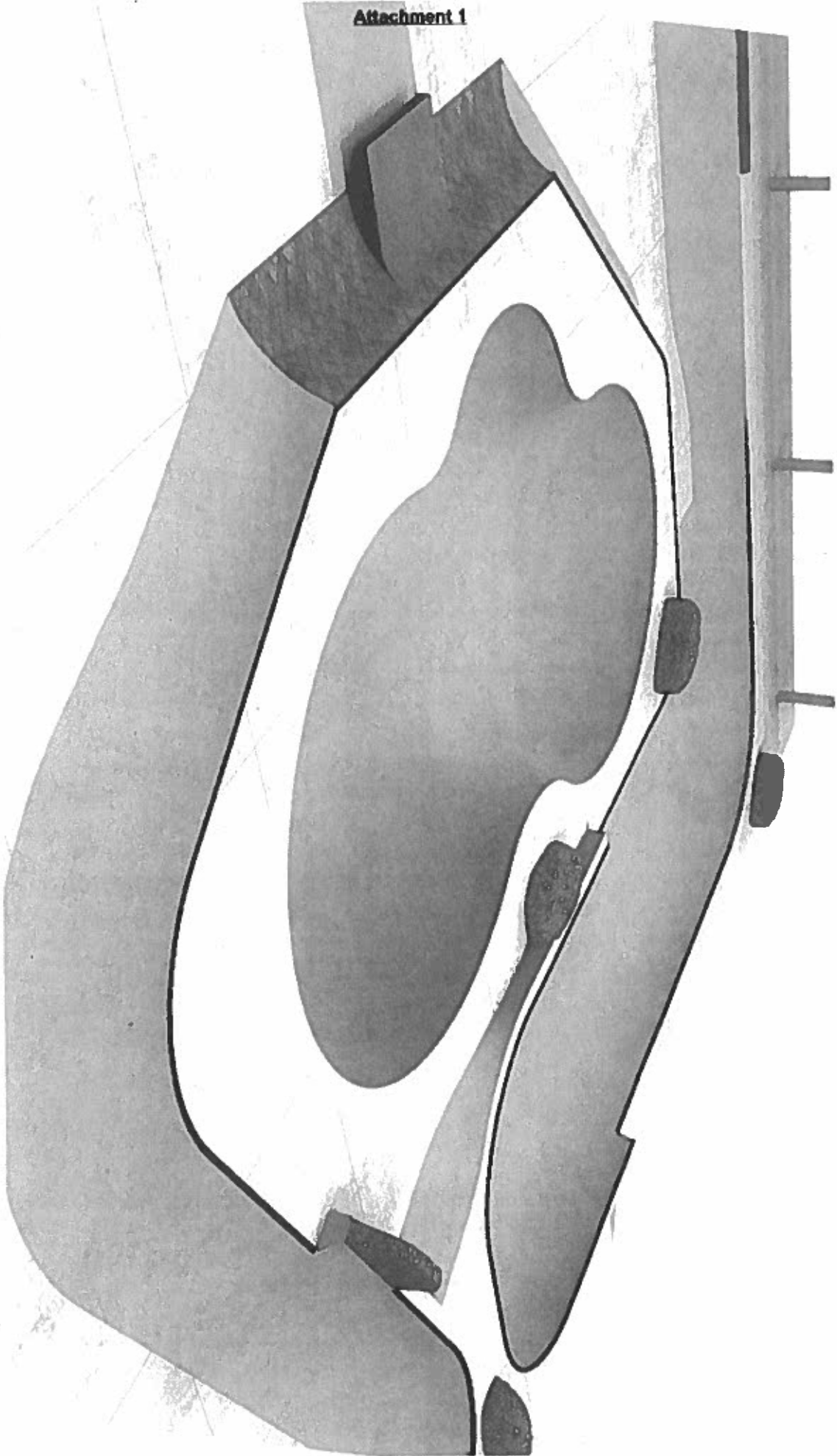
**SHADLINE**



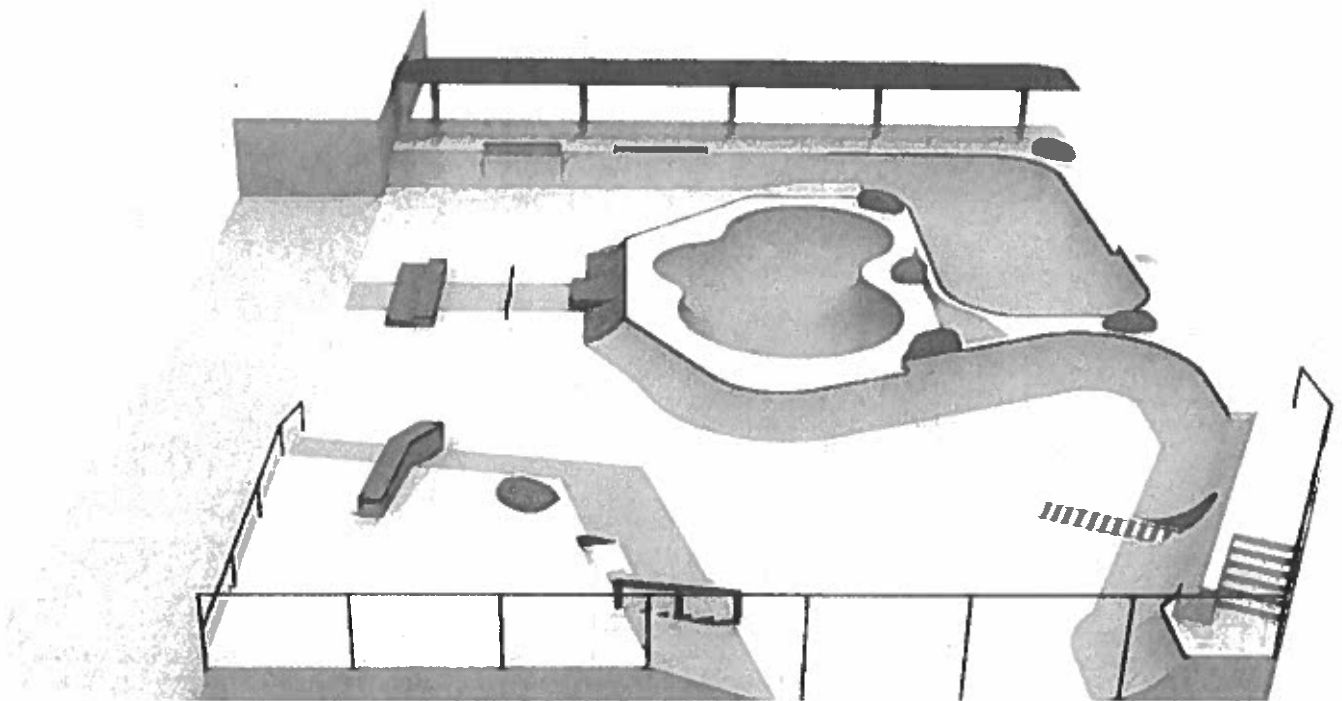


**Attachment 1**

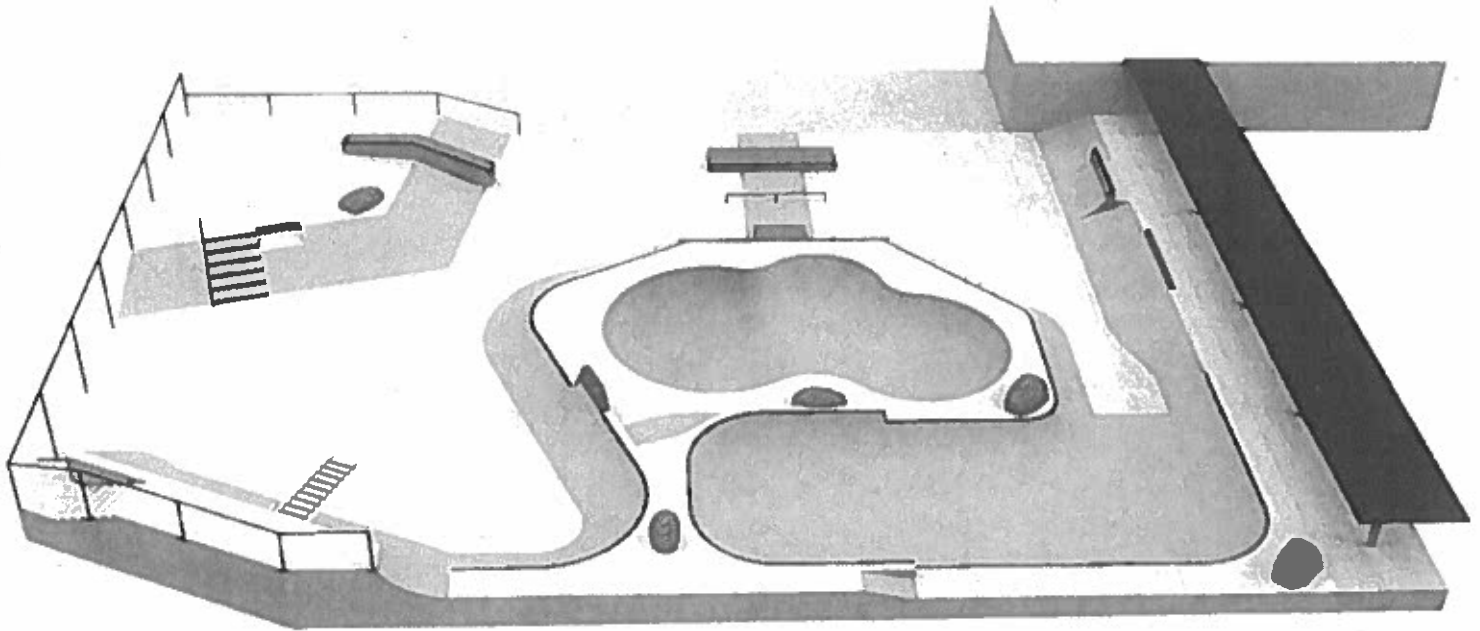


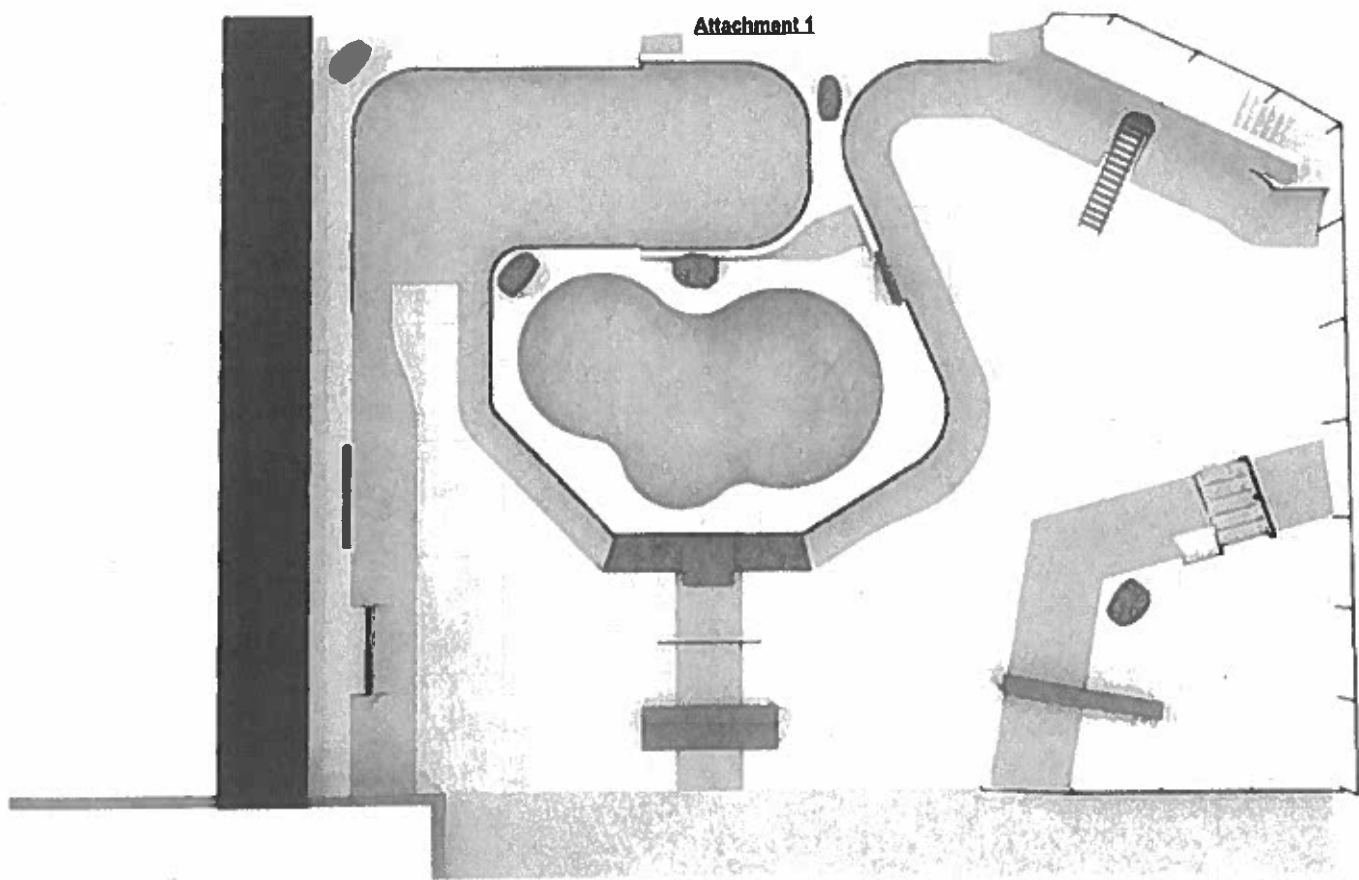


**Attachment 1**



**Attachment 1**





# City of Colfax

## City Council

Resolution № 47-2015

### AUTHORIZING A FUNDRAISING DRIVE FOR A PORTABLE SKATE PARK TO BE LOCATED ADJACENT TO THE COLFAX SPLASH PARK

**WHEREAS**, the youth of Colfax would benefit from a Park Designed for Skateboarding;  
and,


**WHEREAS**, the City of Colfax owns property adjacent to the Colfax Splash Park that  
is not currently being used for Recreational Purposes; and

**WHEREAS**, Citizens and Law Enforcement of the City of Colfax have expressed  
support of a Skate Park and plan to raise funds to construct such a facility,


**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax that  
Citizens and Law Enforcement of the City of Colfax are Authorized to Raise Funds for  
Construction of a Skate Park adjacent to the Colfax Splash Park.

**PASSED AND ADOPTED** at the Regular Meeting of the City Council of the City of  
Colfax held on the 9<sup>th</sup> day of December, 2015 by the following vote of the Council:

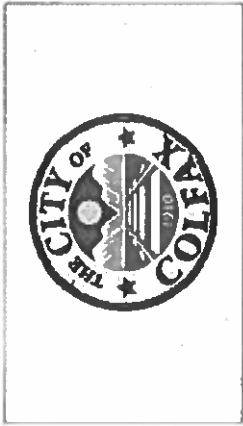
<b>AYES:</b>	<b>Douglass, Hesch, Parnham</b>
<b>NOES:</b>	<b>Stockwin</b>
<b>ABSENT:</b>	<b>Harvey</b>
<b>ABSTAIN:</b>	<b>None</b>

  
Kim A. Douglass, Mayor

**ATTEST:**

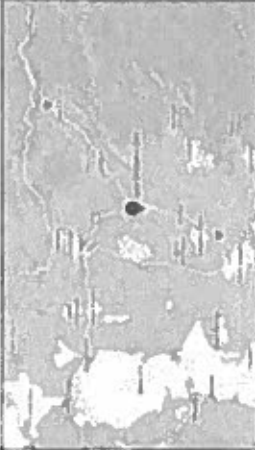
  
Lorraine Cassidy, City Clerk

		<b>COLFAX SKATEPARK</b> PARKHILL DRIVE COLFAX, CA	
<b>valley design</b> P.O. BOX 4371 COLFAX, CA 95723 (916) 779-5444		<b>DATE</b> 1-08-2020	
<b>PROJECT NO.</b>		<b>TEAM</b>	
<b>DESIGNER</b>		<b>CLIENT</b>	

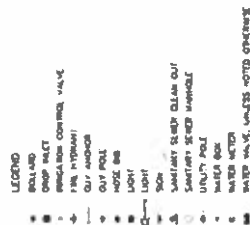


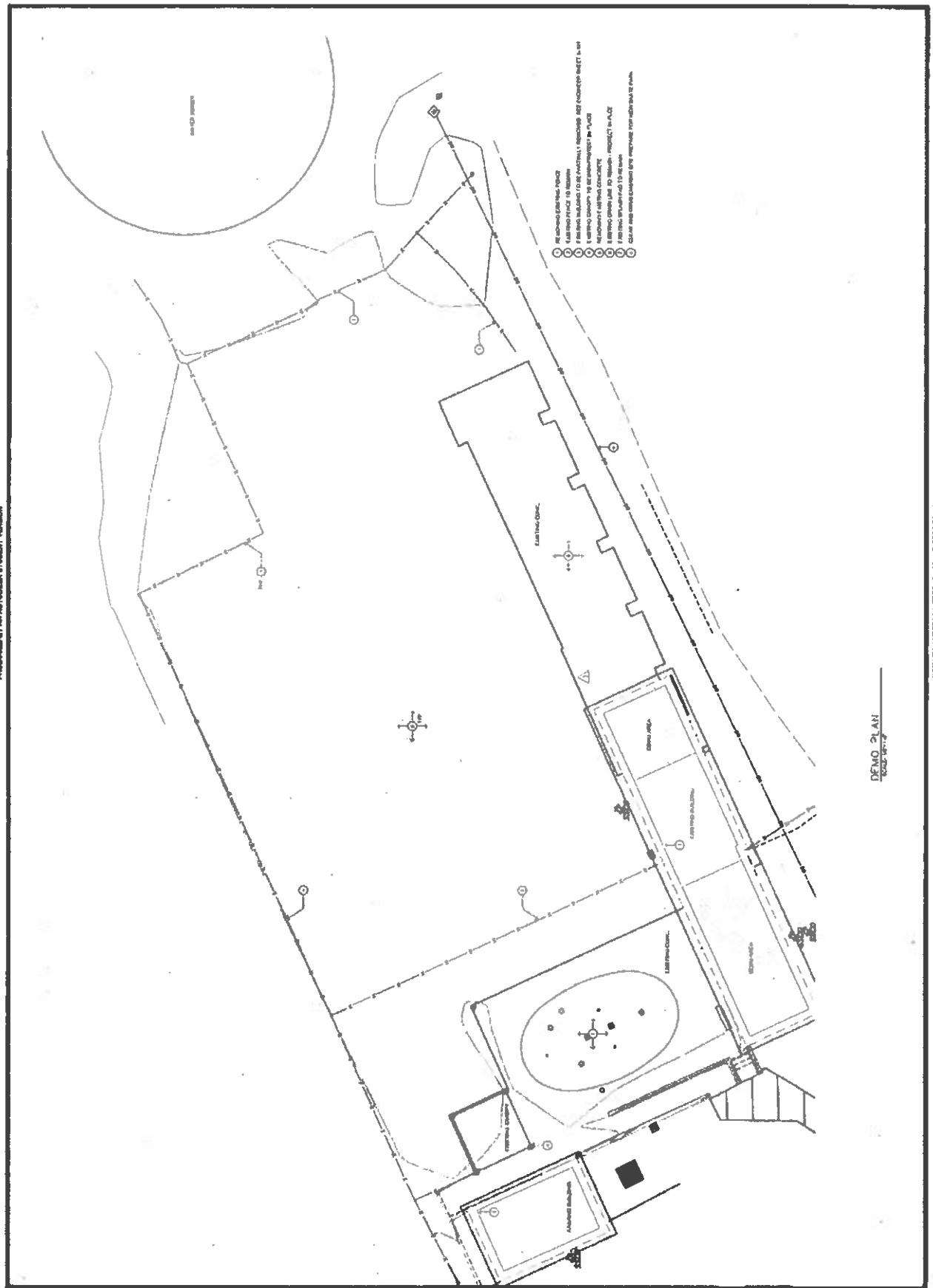
# CITY OF COLFAX SKATEPARK

LIONS CHILDREN PARK  
PARKHILL DRIVE  
COLFAX CALIFORNIA 95713

	<b>PROJECT SUMMARY</b> The City of Colfax is seeking a design for a new skatepark to be located on the site of the former Lions Children Park. The site is approximately 1.5 acres and is located on Parkhill Drive. The skatepark will be designed to meet the needs of the community and will be a valuable asset to the city.	<b>SKETCHES</b> The sketches show the proposed layout of the skatepark, including the location of the ramps, bowls, and other features. The sketches are intended to provide a visual representation of the design and to help the community understand the proposed project.
	<b>CONCEPT SUBMITTALS</b> The concept submittals include a site plan, a conceptual design, and a list of proposed features. The site plan shows the location of the skatepark and the surrounding area. The conceptual design shows the proposed layout of the skatepark, including the location of the ramps, bowls, and other features. The list of proposed features includes a list of the proposed ramps, bowls, and other features.	<b>LOCATION MAP</b> The location map shows the location of the skatepark within the city of Colfax. The map includes a street grid and a legend to help the reader understand the location of the skatepark.



[illegible]157

[illegible]

03.12.2021

valley design



GRADING PLAN

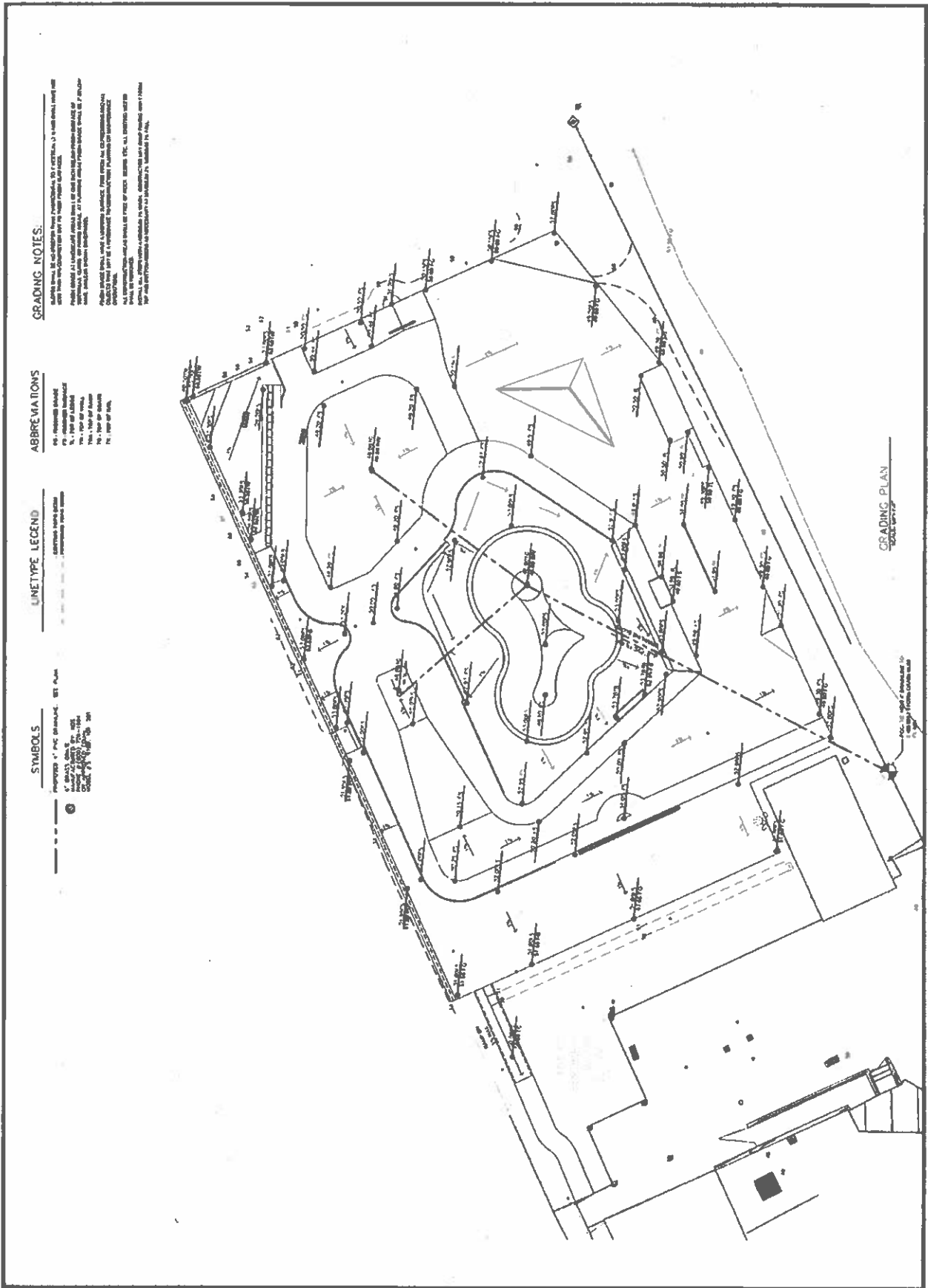
COLFAX SKATEPARK  
PARKHILL DRIVE  
COLFAX, CA

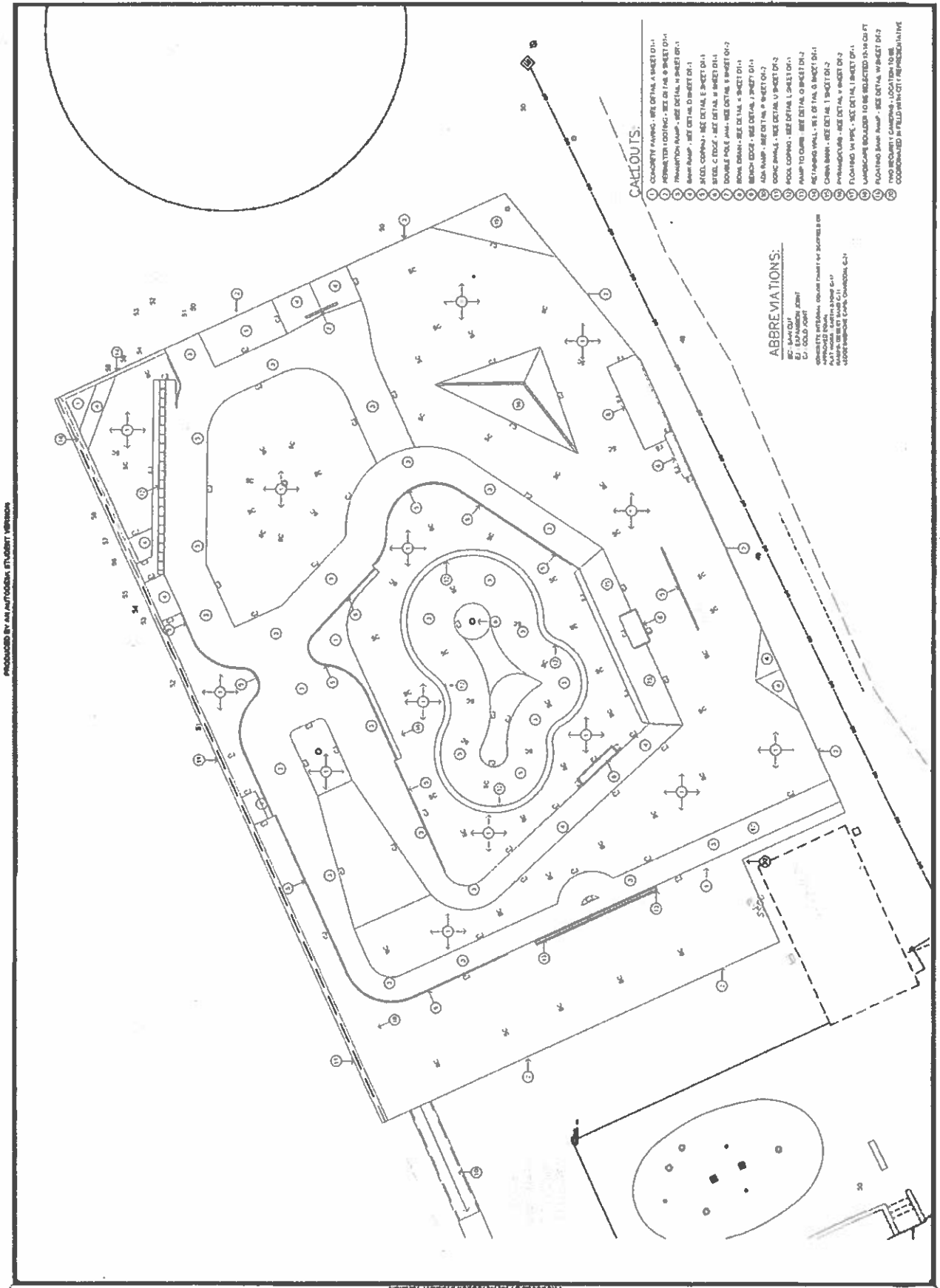
SCALE  
1/8" = 1' - 0"

DATE  
11-08-2020

TEAM  
TEAM

PROJECT NO.  
SK-2





valley design

P.O. BOX 4372 COLFAX, CA 95723  
(925) 266-0659

CALL OUT PLAN

COLFAX SKATEPARK  
PARKHILL DRIVE  
COLFAX, CA

1/8" = 1'-0"

11-08-2020

TEAM

PROJECT NO.

SK-3

PRODUCED BY AN AUTODESK STUDENT VERSION

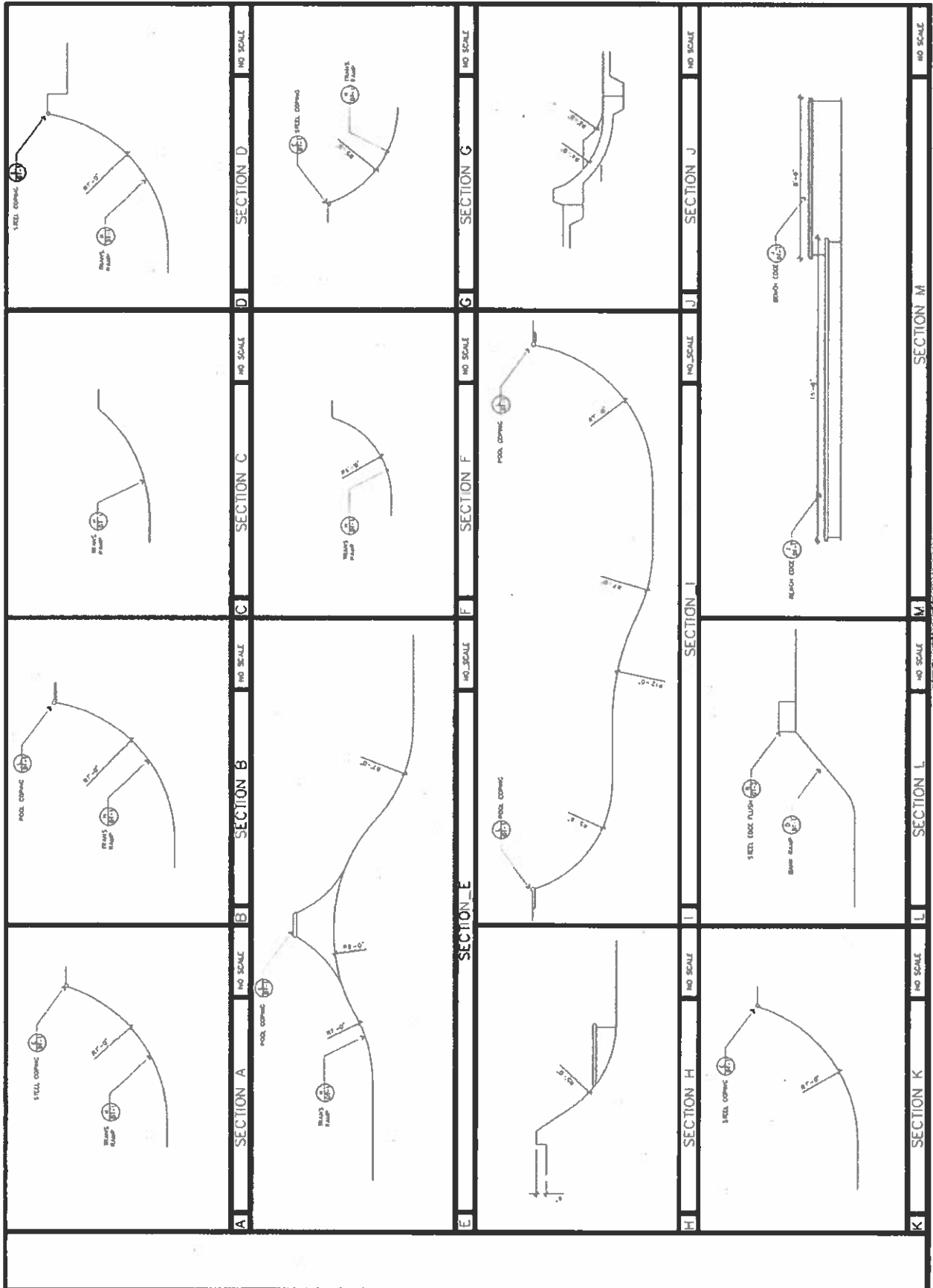












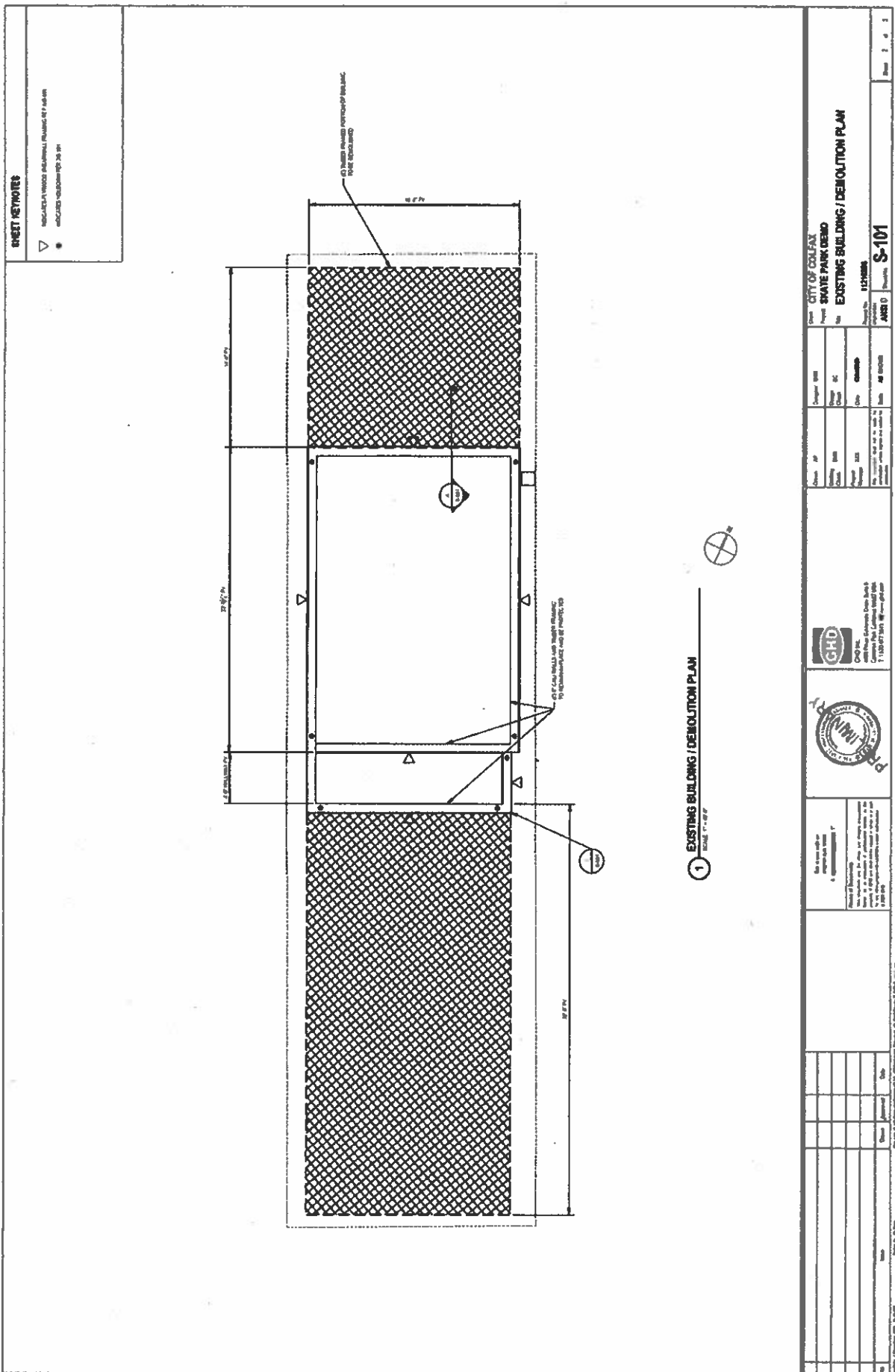
the 1980s, the use of the term "disability" has been replaced by the term "handicap." The term "handicap" is defined as a disadvantage or a condition that prevents a person from performing a task or activity. The term "disability" is defined as a condition that prevents a person from performing a task or activity. The term "handicap" is defined as a disadvantage or a condition that prevents a person from performing a task or activity. The term "disability" is defined as a condition that prevents a person from performing a task or activity.

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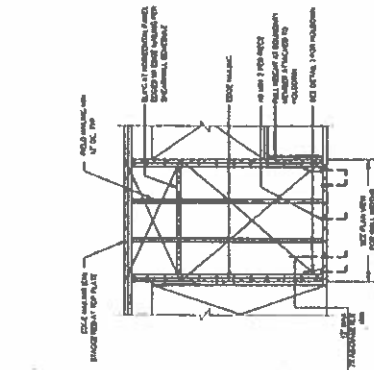
4-1	4-2	4-3	4-4	4-5	4-6	4-7	4-8	4-9	4-10	4-11	4-12	4-13	4-14	4-15	4-16	4-17	4-18	4-19	4-20	4-21	4-22	4-23	4-24	4-25	4-26	4-27	4-28	4-29	4-30	4-31	4-32	4-33	4-34	4-35	4-36	4-37	4-38	4-39	4-40	4-41	4-42	4-43	4-44	4-45	4-46	4-47	4-48	4-49	4-50	4-51	4-52	4-53	4-54	4-55	4-56	4-57	4-58	4-59	4-60	4-61	4-62	4-63	4-64	4-65	4-66	4-67	4-68	4-69	4-70	4-71	4-72	4-73	4-74	4-75	4-76	4-77	4-78	4-79	4-80	4-81	4-82	4-83	4-84	4-85	4-86	4-87	4-88	4-89	4-90	4-91	4-92	4-93	4-94	4-95	4-96	4-97	4-98	4-99	4-100	4-101	4-102	4-103	4-104	4-105	4-106	4-107	4-108	4-109	4-110	4-111	4-112	4-113	4-114	4-115	4-116	4-117	4-118	4-119	4-120	4-121	4-122	4-123	4-124	4-125	4-126	4-127	4-128	4-129	4-130	4-131	4-132	4-133	4-134	4-135	4-136	4-137	4-138	4-139	4-140	4-141	4-142	4-143	4-144	4-145	4-146	4-147	4-148	4-149	4-150	4-151	4-152	4-153	4-154	4-155	4-156	4-157	4-158	4-159	4-160	4-161	4-162	4-163	4-164	4-165	4-166	4-167	4-168	4-169	4-170	4-171	4-172	4-173	4-174	4-175	4-176	4-177	4-178	4-179	4-180	4-181	4-182	4-183	4-184	4-185	4-186	4-187	4-188	4-189	4-190	4-191	4-192	4-193	4-194	4-195	4-196	4-197	4-198	4-199	4-200	4-201	4-202	4-203	4-204	4-205	4-206	4-207	4-208	4-209	4-210	4-211	4-212	4-213	4-214	4-215	4-216	4-217	4-218	4-219	4-220	4-221	4-222	4-223	4-224	4-225	4-226	4-227	4-228	4-229	4-230	4-231	4-232	4-233	4-234	4-235	4-236	4-237	4-238	4-239	4-240	4-241	4-242	4-243	4-244	4-245	4-246	4-247	4-248	4-249	4-250	4-251	4-252	4-253	4-254	4-255	4-256	4-257	4-258	4-259	4-260	4-261	4-262	4-263	4-264	4-265	4-266	4-267	4-268	4-269	4-270	4-271	4-272	4-273	4-274	4-275	4-276	4-277	4-278	4-279	4-280	4-281	4-282	4-283	4-284	4-285	4-286	4-287	4-288	4-289	4-290	4-291	4-292	4-293	4-294	4-295	4-296	4-297	4-298	4-299	4-300	4-301	4-302	4-303	4-304	4-305	4-306	4-307	4-308	4-309	4-310	4-311	4-312	4-313	4-314	4-315	4-316	4-317	4-318	4-319	4-320	4-321	4-322	4-323	4-324	4-325	4-326	4-327	4-328	4-329	4-330	4-331	4-332	4-333	4-334	4-335	4-336	4-337	4-338	4-339	4-340	4-341	4-342	4-343	4-344	4-345	4-346	4-347	4-348	4-349	4-350	4-351	4-352	4-353	4-354	4-355	4-356	4-357	4-358	4-359	4-360	4-361	4-362	4-363	4-364	4-365	4-366	4-367	4-368	4-369	4-370	4-371	4-372	4-373	4-374	4-375	4-376	4-377	4-378	4-379	4-380	4-381	4-382	4-383	4-384	4-385	4-386	4-387	4-388	4-389	4-390	4-391	4-392	4-393	4-394	4-395	4-396	4-397	4-398	4-399	4-400	4-401	4-402	4-403	4-404	4-405	4-406	4-407	4-408	4-409	4-410	4-411	4-412	4-413	4-414	4-415	4-416	4-417	4-418	4-419	
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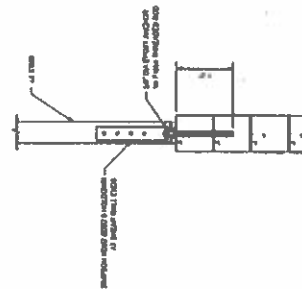
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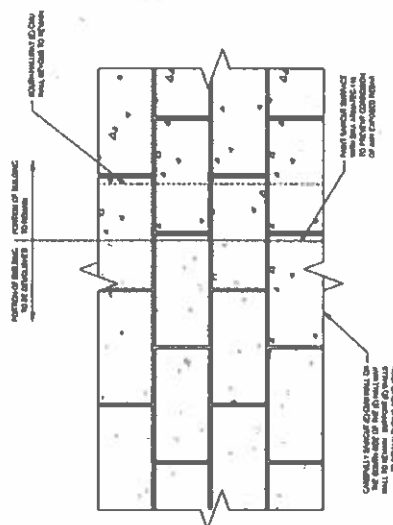
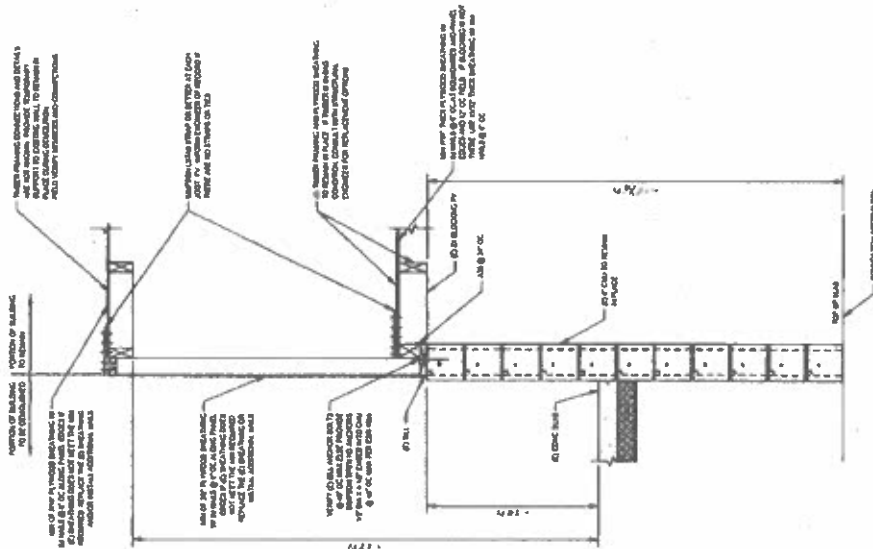
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**SHEARWALL DETAIL**



**HOLDOWN DETAIL**



1 SAWCUT LINE DETAIL

**SECTION**

[illegible]

## IN-KIND DONATION OPPORTUNITIES

COLFAX SKATEPARK – COLFAX, CA

MAY 21, 2021

ITEM:	SPECIFICATIONS:	QUANTITY:
<b>RENTALS</b>		
CREW LODGING	3 ROOMS (2 BEDS/ROOM)	4 MONTHS
TEMPORARY CONSTRUCTION FENCING	SUPPLY & INSTALL – 4' SNOW FENCE	600 LINEAR FEET
TEMPORARY DUMPSTER	10-20 YARD (FOR CONSTRUCTION DEBRIS)	3 HAULS
SKID STEER	CAT 257B OR EQUIVALENT (SMOOTH EDGE BUCKET & TRACKS)	4 MONTHS
MINI-EXCAVATOR	CAT 305 OR EQUIVALENT (TOOTHED BUCKET)	4 WEEKS
ROLLER	1.5 TON DOUBLE DRUM (SMOOTH)	4 WEEKS
LINE PUMP	MINIMUM 30 YD/HOUR SWING TUBE	4 WEEKS
COMPRESSOR	MINIMUM 185 CF/MINUTE	4 WEEKS
<b>MATERIALS</b>		
FORMING LUMBER	PLYWOOD (4' X 8' X ½" + 4' X 8' X ¼")	80 SHEETS
FORMING LUMBER	2" X 4" X 10' + 2" X 6" X 10'	250 UNITS
FORMING LUMBER	BENDER BOARD	500 LINEAR FEET
FORMING SCREWS	25 LB. BOX OF 3" #9 TORX T25 DECK SCREWS	5 BOXES
SEALANT	SIKAFLEX JOINT SEALANT (20 OZ. TUBES)	5 CASES
DRAIN GRATES	6" BRASS GRATE BY NDS (OR APPROVED EQUAL)	3 GRATES
BASE COURSE	CLASS II AGGREGATE BASE COURSE	160 TONS
FILL MATERIAL	CLEAN (NO ORGANIC MATTER)	795 CUBIC YARDS
REBAR	20' STICKS (#3, GRADE 60)	1,300 STICKS
CONCRETE	7.5 SACK, 4,000 PSI	250 CUBIC YARDS
POOL COPING	5,000 PSI CONCRETE POOL BLOCK BY FEDERAL STONE (OR APPROVED EQUAL)	150 LINEAR FEET
LANDSCAPE BOULDERS	12-18 CUBIC FEET (LOCAL STANDARDS)	2 BOULDERS
ACCESSIBLE RAMP HANDRAILS	HOT-DIP GALVANIZED STEEL (1 ½")	40 LINEAR FEET
<b>LABOR</b>		
CONSTRUCTION STAKING	STAKE CORNERS & CONTROL POINTS	25 POINTS
DEMOLITION – FENCE	REMOVAL, HAULING & DISPOSAL	330 LINEAR FEET
DEMOLITION – BUILDING	REMOVAL, HAULING & DISPOSAL	450 SQUARE FEET
DEMOLITION – CONCRETE SLAB	REMOVAL, HAULING & DISPOSAL	1,250 SQUARE FEET
CLEARING & GRUBBING	REMOVAL, HAULING & DISPOSAL	9,500 SQUARE FEET
DRAIN LINE	SUPPLY & INSTALL – SDR 35, 4" DIAMETER	160 LINEAR FEET
ROUGH GRADING & COMPACTION	+/- .1' OF SPECIFIED SUBGRADE ELEVATIONS	11,500 SQUARE FEET

[EXTERNAL] LOI Approval & Invitation t...

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## [EXTERNAL] LOI Approval & Invitation to Submit Full Proposal

Skate P



Some content in this message has been blocked because the sender isn't in your Safe senders list. [Show blocked content](#)

TP

The Skatepark Project <administrator@grantinterface.com> ...

To: Ty Conners <TConners@placer.ca.gov>

Tue 10/19/2021 10:23 AM

Cc: andre@skatepark.org

Dear Ty,

The Skatepark Project is pleased to invite your organization to submit a full grant for your Colfax Skatepark request as outlined in your LOI.

There is sufficient interest in your program(s) that we would like more information to evaluate whether your program(s) meet The Skatepark Project's highest funding criteria. Please be advised, however, that this invitation to submit a full proposal does not guarantee funding.

Please log on to The Skatepark Project's [online grant system](#), to access the full application. The full application will be accessible on your dashboard; click the blue Edit Application link on the right.

We look forward to reviewing your grant proposal.

Sincerely,

The Skatepark Project

<https://www.grantinterface.com/Home/Logon?urlkey=skatepark>

### **Applicant Information**

**Ty Conners**

PO BOX 1541

Colfax, CA 95713

530-308-0849

tconners@placer.ca.gov

[EXTERNAL] RE: Colfax Skatepark

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**[EXTERNAL] RE: Colfax Skatepark**

Skate P

**DD** Dana Davis <DDavis@teichert.com> ...  
 To: Ty Conners <TConners@placer.ca.gov> Mon 8/2/2021 3:35 PM  
 Cc: Crystal Howard <crystal@project-cornerstone.org>

Ty –

I am following up on our conversation today. To summarize our commitment thus far...

Teichert Aggregates, a division of Teichert Materials, will donate 160 tons of Class II Aggregate Base Course, estimated value \$3000 FOB our Bear River Aggregate plant in Meadow Vista (Teichert does not have trucking services so we need to work to find one or more donors for trucking services).

Teichert Aggregates will donate 795 Cubic Yards of Fill Material, estimated value \$8000 FOB a Teichert site to be determined, likely Bear River Aggregate plant in Meadow Vista. Like the Base Course, we need to find one or more donors for trucking services.

Teichert Materials and A&A Concrete will together donate 250 cubic yards of Concrete, 7.5 sack, estimated value \$45,000. Teichert and A&A hope to attract other industry participants to help share in this donation however please assume the full value is committed. The cost includes delivery.

Teichert Aggregates is also willing to donate the 2 boulders, FOB either from our Cool Cave or Bear River plant, assuming we have the boulders that satisfy your designers wishes.

In exchange, Teichert and A&A would like access to the site to promote concrete sustainability in construction and careers in the concrete industry. We wish to place a permanent kiosk on site (similar to what appears in community parks) promoting concrete in construction as a sustainable building material and the various careers in concrete from truck drivers to college graduates managing operations. One such program is the Concrete Industry Management Program at CSU Chico, for example. As part of this promotion, we envision periodic visits from film crews to capture footage with supportive commentary. To help offset these promotion costs which our industry will be responsible for, we will be reaching out to our industry associations for support – CalCIMA and NRMCA. Crystal Howard is coordinating this promotional activity and we will run any footage by your agency to confirm acceptance before publishing.

Thanks,  
 Dana Davis  
 President  
 Teichert Materials

AGREEMENT NO: \_\_\_\_\_

DESCRIPTION: **AGREEMENT BETWEEN THE CITY OF COLFAX AND THE COUNTY OF PLACER FOR CONSTRUCTION OF A SKATEPARK FEATURE AT LYONS PARK**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", to provide funding for a skatepark feature at Lyons Park in Colfax, California.

**WHEREAS**, COUNTY has received funds for public parks and recreation facilities pursuant to California Government Code Section 66477, commonly known as the Quimby Act, and Placer County Code Sections 15.34.010, 16.08.100 and/or 17.54.100 (D); and,

**WHEREAS**, CITY owns a 2.7-acre park called Lyons Park (previously referred to as "Colfax Regional Park" in agreements referenced below), located at 101 Park Hill Drive in the City of Colfax; and,

**WHEREAS**, Lyons Park was constructed with active and passive recreational facilities including a swimming pool, ballpark, picnic area, basketball court and children's play area; and,

**WHEREAS**, the swimming pool facility was antiquated and not up to current building and accessibility standards, and was therefore demolished in 2010; and,

**WHEREAS**, the CITY had determined the construction and operation of a swimming pool at the previously identified location to be infeasible in the foreseeable future; and,

**WHEREAS**, the parties are interested in constructing a skatepark feature at the prior pool location since the skatepark would have public benefits, including providing a safe environment for skateboarding, giving physical and mental health benefits to the users, promoting healthy and active lifestyles, and reducing damage to private property; and,

**WHEREAS**, on February 22, 2022, the COUNTY Board of Supervisors appropriated \$75,000 in Area #3 park fees to the CITY for the construction of a new skatepark feature; and,

**WHEREAS**, since the 2022 appropriation of \$75,000 in park fees, the skatepark project proponents have determined the cost of the project has increased with inflation and regulations affecting contracting methodology; and,

**WHEREAS**, project proponents now require an additional \$130,000 to add to funding committed by the CITY and private donors in order to complete the necessary project funding; and,

**WHEREAS**, the skatepark feature will serve the recreational needs of residents of the CITY and COUNTY in a cost effective manner.



**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED,  
IT IS AGREED AS FOLLOWS:**

1. The "Agreement between the City of Colfax and the County of Placer for Construction of a Skatepark Feature at Lyons Park", executed on March 9, 2022, is hereby terminated and replaced in its entirety by this Agreement.
2. COUNTY will provide Park Dedication Fees to the CITY in an amount not to exceed **Two Hundred Five Thousand and no/100 Dollars (\$205,000.00)** (the "Funds") for the procurement and installation of a new skatepark feature at Lyons Park (the "Project" or "Improvements").
3. Prior to release of the Funds, the CITY must provide the COUNTY with detailed invoice(s) identifying the total costs incurred by the CITY. COUNTY Funds shall not exceed actual costs incurred. After the Improvements are complete, COUNTY shall perform an audit of all expenses incurred and may also physically inspect the facility before releasing any Funds.
4. CITY has allocated a minimum of \$369,000 for the Project comprised of CITY generated fees, grants, and donations ("CITY Project Funding"). CITY shall exhaust all CITY Project Funding before requesting COUNTY Funding pursuant to this Agreement.
5. Prior to beginning work on this Project, CITY shall submit plans and/or specifications to COUNTY for review to verify the work to be done is consistent with the scope of work specified in this Agreement.
6. CITY shall post a sign near the Improvements during the term of this Agreement recognizing County funding was used to pay for a portion of Project costs.
7. Construction shall be completed by December 31, 2026, unless COUNTY grants an extension in writing.
8. CITY shall comply, to the extent applicable, with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) with regard to its use of the Funds received hereunder.
9. CITY, at its sole cost and expense, shall obtain all necessary permits, provide all utilities for the Improvements, shall maintain the insurance levels set forth in Exhibit A, and shall operate, maintain, and repair the Improvements during the term of this Agreement as set forth below.
10. All Improvements purchased and/or installed by CITY pursuant to this Agreement shall become the sole and separate property of CITY as of the time said Improvements are installed.
11. CITY agrees the Funds shall not be used for any purpose not specified in this Agreement.
12. CITY shall keep detailed accounting records. COUNTY shall have the right to inspect said records at any reasonable time.

13. The term of this Agreement shall be for a period of twenty (20) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2044.

14. Either party may terminate this Agreement, without cause, upon providing a minimum sixty (60) days advanced written notice to the other party. If CITY terminates this Agreement or otherwise fails to maintain and operate the Project during the twenty (20) year term of this Agreement, CITY shall reimburse COUNTY a specified percentage of the Funds, not to exceed the amount specified in Section 1, in accordance with the following schedule:

<u>Years in use</u>	<u>Percent to be Reimbursed by CITY</u>	<u>Years in use</u>	<u>Percent to be Reimbursed by CITY</u>
1	95	11	45
2	90	12	40
3	85	13	35
4	80	14	30
5	75	15	25
6	70	16	20
7	65	17	15
8	60	18	10
9	55	19	5
10	50	20 or more	0

15. All notices to either Party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid, or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to CITY or COUNTY at:

COUNTY: Placer County Parks Administrator  
County of Placer  
Department of Agriculture, Parks, and Natural Resources  
3091 County Center Dr., Ste 220  
Auburn, CA 95603

CITY/Remit To: City Manager  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713

16. CITY hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY incident to, in connection with, or arising directly or indirectly out of, this Agreement, including but not limited to the completion of the Project and subsequent use of the Improvements. CITY agrees to investigate, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of CITY. CITY also agrees to

bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term COUNTY means Placer County or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

17. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all public agencies to which the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.

18. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it shall not affect the validity of any other provision of this Agreement.

19. Any waiver of any covenant, obligation or requirement under this Agreement must be in writing and signed by both parties. Waiver by either party of a breach of any covenant or a waiver of any obligation of this Agreement shall not constitute a waiver of any subsequent breach or obligation of this Agreement.

20. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

21. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind

22. This Agreement may be executed in electronically and/or in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

**\*\* REMAINDER OF PAGE LEFT BLANK \*\***

AGREEMENT BETWEEN PLACER COUNTY AND COLFAX  
FOR A SKATEPARK FEATURE AT COLFAX REGIONAL PARK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by the persons duly authorized on behalf of the governing boards of the parties hereto.

City of Colfax (CITY)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

Placer County (COUNTY)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of the Department of Agriculture, Parks, and Natural Resources

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Placer County Counsel

Exhibit A: Insurance Requirements

\*\*\*\*\*

**EXHIBIT A  
INSURANCE REQUIREMENTS**

1. It is agreed that CITY shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation.

**Signature:**

**Email:** [accounting@colfax-ca.gov](mailto:accounting@colfax-ca.gov)

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

**GRANT CONTRACT**  
**2018 Parks Bond Act**  
**Per Capita Grant Program**

GRANTEE City of Colfax

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this 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 GRANT SCOPE(s) as defined in the GRANT 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.

City of Colfax

By Wes Heathcock  
7E8C59487D57470  
(Signature of Authorized Representative)

Title City Manager

Date 1/11/2022

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By Cristelle Fazeli  
7009862C771F404...

By

Date 1/12/2022

**CERTIFICATION OF FUNDING**  
**(For State Use Only)**

CONTRACT NO C9803003	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012586			PROJECT NO. 18-31-006
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69808	PROJECT / WORK PHASE 379000001831006

## **I. RECITALS**

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (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 01, 2018 to June 30, 2024.

## **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, 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 scope described 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 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, Section 21000, et seq., Title 14, California Code of Regulations, Section 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. Project Costs**

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.

2. 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.

#### O. 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.

#### P. 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.

City of Colfax  
GRANTEE

DocuSigned by:  
By: Wes Heathcock  
7F8C59487D57470...  
Signature of Authorized Representative

Title: City Manager

1/11/2022  
Date: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:  
By: Cristelle Fazeli  
7009862C771F404...

1/12/2022  
Date: \_\_\_\_\_

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

**AMENDMENT TO CONTRACT**

**Contract No. C9803003    Amendment No. 1**

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Colfax

The State and, City of Colfax in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

1. To extend the grant performance period from June 30, 2024 to June 30, 2028
2. To add III. Special Provision, A. Economic Sanctions

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Colfax

By \_\_\_\_\_

Title City Manager

Applicant's Authorized Representative as shown in Resolution

Date \_\_\_\_\_

STATE DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date 2/16/2024

**CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)**

CONTRACT NO <b>C9803003</b>	AMENDMENT NO <b>1</b>	FISCAL SUPPLIER I.D. <b>0000012586</b>	PROJECT NO <b>18-31-006</b>		
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$0</b>		FUND <b>Drought, Water, Cln Air, Cstl Protc, Outdoor Fund</b>			
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT <b>\$177,952</b>	ITEM <b>3790-101-6088</b>	CHAPTER <b>6</b>	STATUTE <b>20</b>	FISCAL YEAR <b>2023/24</b>	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$177,952</b>	Reporting Structured <b>37900091</b>	Account/Alt Account <b>5432000-5432000000</b>	ACTIVITY CODE <b>69808</b>		PROJECT/WORK PHASE

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Colfax (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (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 01, 2018 to June 30, 2028.

## **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, 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 scope described 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 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, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
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## **C. Project Costs**

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.

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1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may 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.

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3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

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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.
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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.
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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.

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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.
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termination or issuance of final payment, whichever is later.

2. 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.
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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.

#### **O. 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.

#### **P. 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.

### **III. Special Provisions**

#### **A. Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to

provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

City of Colfax

GRANTEE

By: 

Signature of Authorized Representative

Title: City Manager

Date: 2/8/2024

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By:  Jana Clarke

96CAD152004346D...

Date: 2/16/2024



# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Animal Control Contract

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$84,897.00	<b>Fund(s):</b> 100-5510
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a two-year term in an amount not to exceed \$84.897.

### Summary/Background

The Current contract for Animal Control and Care Services expires June 30, 2024. Staff received an updated contract from Placer County Health and Human Services for a two-year term. Each year the contract amount is \$42,448.50 payable in four quarterly installments per year of \$21,224.45. According to the County, Shelter services are approximately \$27,000 per year, and Field Services are approximately \$14,000 per year. The City finance department calculates this to be an overall increase of 68% above the former contract.

### Conclusions and Findings

The proposed contract for Animal Control and Care Services requires a substantial increase from the previous contract and is only for two years rather than three.

### Fiscal Impacts

For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount not to exceed \$84,897 over the course of a two-year contract.

### Attachments:

1. Resolution \_\_-2024
2. Animal Control and Care service Agreement

# City of Colfax

## City Council

Resolution № \_\_-2024

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APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL CONTROL AND CARE SERVICES FOR A TWO-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$84,897

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**WHEREAS**, the County of Placer, Department of Health and Human Services (“County”) and the City of Colfax (“City”) are parties to the Animal Control and Care Services Contract for the provisions of animal services by the County to the City; and,

**WHEREAS**, the County has submitted the attached Contract which provides for Animal & Field Services to the City for a two-year term to be paid quarterly in an amount not to exceed \$84,897; and,

**WHEREAS**, the City Council hereby finds and determines that it is in the best interest of the City to approve the Contract; and,

**WHEREAS**, the City of Colfax wishes to execute an agreement with the County of Placer, Department of Health and Human Services to provide Animal Control and Care Services.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with the County of Placer Department of Health and Human Services for animal control and field services for a two-year term in an amount not to exceed \$84,897.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on May 8, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**



**CONTRACT FOR SERVICES  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	<b><u>HHS000909</u></b>
BEGINS:	July 1, 2024
ENDS:	June 30, 2026
ADMINISTERING AGENCY:	Health and Human Services, Animal Services Division

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This is an Agreement made and operative as of the 1<sup>st</sup> day of July, 2024, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and CITY are required to and have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead, stray, domestic and wild animals from public property and streets, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, CITY desires COUNTY to provide animal field services within the incorporated jurisdiction of CITY, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, COUNTY, agrees to provide CITY with the above-mentioned services in accordance with Placer County Code and California State Laws; and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with field services and animal care and adoption services in accordance with and adhering to Placer County Code and California State Laws, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **EIGHTY-FOUR THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS (\$84,897)**. This rate shall be inclusive of all COUNTY costs, including, but not limited to

travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines. If CITY ends the contract prior to the end date listed above, then CITY shall be responsible for additional costs as identified in Section 7, titled Termination, below.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to CITY on a quarterly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. COUNTY shall notify CITY no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.
- 4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

City of Colfax  
Attn: Accounts Payable  
P.O. Box 702  
Colfax, CA 95713

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2026. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.
8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows.

If to COUNTY:                Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
11434 B Avenue, Suite 100  
Auburn, CA 95603

If to CITY:                    Ron Walker, City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA 95713

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **ASSIGNMENT:** CITY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.
13. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.
14. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
15. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
16. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
17. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CITY will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.
18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

***//Signatures on following page***

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF PLACER ("COUNTY")

\_\_\_\_\_  
Robert L. Oldham, Director,  
Department of Health & Human Services

Date: \_\_\_\_\_

CITY OF COLFAX ("CITY")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

Date: \_\_\_\_\_

Approved as to Form  
Office of Placer County Counsel

\_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form  
Office of City Attorney

\_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

**SCOPE OF SERVICES****1. DESCRIPTION OF SERVICES:**

- 1.1. Uninjured animals seized or picked-up by COUNTY within CITY'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by finders from within the jurisdiction of the CITY.
- 1.2. CITY animals with treatable injuries or illness will receive necessary and prompt proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.
- 1.3. COUNTY will keep, maintain, and care for stray and seized animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754. Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals impounded without a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754.

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.

- 1.4. COUNTY may accept owner surrendered animals on a space available basis. Owners must contact COUNTY to determine if surrender to the Animal Services Center is appropriate and follow COUNTY procedures to make an appointment for surrender.
- 1.5. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.
- 1.6. COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY animals.
- 1.7. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from CITY subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.
- 1.8. Animals/specimens delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the CITY of the outcome and any Public Health recommendations as appropriate upon receipt of the results.
- 1.9. COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Exhibit B. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. Emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays. CITY herein designates the COUNTY and the COUNTY herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this contract.

- 1.10. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. CITY herein designates the COUNTY and the COUNTY herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this contract. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY.
- 1.11. CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services are not included in this contract and shall be additional to the quarterly rate calculated as described in Exhibit B, Payment Provisions. If additional animal control emergency services are requested, a separate agreement with mutually agreed upon terms will be negotiated and executed by COUNTY and CITY.
- 1.12. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.
- 1.13. COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement.

**PAYMENT PROVISIONS**

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed **EIGHTY-FOUR THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS (\$84,897)**. This amount is meant to be a maximum and allows for flexibility to include the annual CPI subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers Increase up to a maximum of 10%. Changes to this maximum contract amount due to an increase in pro-rata share shall be memorialized in a subsequent amendment.

1. **Charges for Animal Services**

The charges for all shelter and field services set forth in Exhibit A, Scope of Services shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2023-2024 budgeted operating cost. For Fiscal Year 2024-2025, charges are set at **\$10,106.67 Per Calendar Quarter**. Charges for Fiscal Year 2025-2026 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers up to a maximum of 10%. The adjustment shall be calculated using the most recent twelve-month period data available as of April 30 for each year. The FY 2025-26 charges will be **\$10,106.67 per calendar quarter as above plus the above-mentioned CPI amount.**

**PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS**

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. **INSURANCE:**

It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.





# Staff Report to City Council

## FOR THE MAY 8, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** 3<sup>rd</sup> of July Event Funding

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$5,000 - \$8,000	<b>Fund(s):</b> 100-110
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 approving a \$5,000 to \$8,000 to help Festivals-of-Cali-805 finance the 2024 3<sup>rd</sup> of July Event.

### Summary/Background

The annual 3<sup>rd</sup> of July event has been traditionally put on by a non-profit and the city has in the past donated money to help pay for fireworks and general event costs.

Lisa Green of Festivals-of-Cali-805 is requesting funding for the annual 3<sup>rd</sup> of July event in the amount of \$5,000 to \$8,000 to help pay for Fireworks.

### Conclusions and Findings

Staff is requesting the council discuss the Festivals-of-Cali-805 request for help to finance the event and provide direction.

### Fiscal Impacts

City contributions to events are funded by the Fund 100 (General Fund). The current year (fiscal year 2023-2024) budget was adopted in the amount of \$20,000 of which \$13,600.19 has already been expended – leaving a budget balance of \$6,399.81.

### Attachments:

1. Resolution \_\_-2024

# City of Colfax

## City Council

Resolution № \_\_-2024

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APPROVING A \$\_\_\_\_\_ TO HELP FESTIVALS-OF-CALI-805 FINANCE THE 3<sup>RD</sup> OF JULY  
EVENT

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**WHEREAS**, the City Council of the City of Colfax traditionally donates funds to support certain city-wide events each year; and,

**WHEREAS**, the City requires the event organizer to request the funding amount and how the money will be spent; and,

**WHEREAS**, the Festivals-of-Cali-805, organizers of the 2024 3<sup>rd</sup> of July event have requested \$5,000 TO \$8,000 to go towards the purchase of fireworks for the event which is scheduled for July 3<sup>rd</sup>, 2024.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves a donation of \$\_\_\_\_\_ to Festivals-of-Cali-805 to go towards the purchase of fireworks for the 3<sup>rd</sup> of July event in 2024.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on May 8, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**